

BYLAWS

EASYSTREET INDUSTRIAL PARK OR PROPERTY OWNERS ASSOCIATION

ARTICLE I

Application of Bylaws

All present and future unit owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, the Articles of Incorporation, these Bylaws, and all rules made pursuant hereto and any amendment thereof. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, and these Bylaws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified, and will be complied with.

ARTICLE II

Association of Unit Owners

The EASYSTREET INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION is a nonprofit corporation organized under the provisions of Arizona Revised Statutes, Annotated, as amended. The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in, and disposed of, bank accounts shall be opened, and suits shall be brought and defended by the Board of Directors or officers thereof on behalf of and agents for the unit owners in the manner specified by the Act, the Declaration, or these Bylaws, is: "EASYSTREET INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, an Arizona corporation."

ARTICLE III

Office

1. Principal Office. The principal office of the Association shall be maintained at the address of its project in Lake Havasu City, Arizona.

2. Place of Meetings. All meetings of the Association shall be held at its principal office or at such other reasonable place stated in the call.

ARTICLE IV

Meetings

1. Annual Meeting. The annual meeting of the Association shall be held on the second Monday of January if not a legal holiday, and if a legal holiday, then on the next business day following, or at such other date and

time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At the annual meeting, Shareholders shall elect a Board of Directors and transact such other business as may properly be brought before the meeting.

2. Special Meetings. Special meetings may be held at any time upon the call of the President or upon the call of any ten (10) owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

3. Notice of Meetings. A written or printed notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting not less than ten (10) nor more than fifty (50) days before the date set for such meeting. Such notice shall be given to each member in any of the following ways: (a) by leaving the same with him personally, or (b) by leaving the same at the residence or usual place of business of such member, or (c) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices mailed by registered mail addressed to the Secretary of the Association at the address of said project, the holder of any duly recorded mortgage or deed of trust against any unit may promptly obtain a copy of any and all notices permitted or required to be given to entitle the holder of any mortgage or deed of trust requesting such notice to receive all notices sent to the members from and after receipt of said request until said request is withdrawn and said mortgage or deed of trust is discharged of record.

4. Waiver of Notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this Article IV. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; provided, however, that where a member has pledged his vote by mortgage, deed of trust, or agreement of sale, only the presence of the pledgee will be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

5. Quorum. At any meeting of the Association, members present in persons or by proxy, whose aggregate interests in the common areas and facilities constitute fifty-one percent (51%) of the aggregate interests of all of the members shall constitute a quorum, for the transaction of business except as otherwise provided by statute. In the event a member has pledged his vote by mortgage, deed of trust, or agreement of sale, the member's vote will be recognized in computing a quorum with regard to any business conducted concerning such matters upon which said member's vote is so pledged or mortgaged unless the mortgage, deed of trust, or agreement of sale provides otherwise, in which event such instruments shall control.

6. Voting. Any person, firm, corporation, trust, or other legal entity or a combination thereof, owning any unit in said project duly recorded in his or its name, the ownership whereof shall be determined by the records of the Mohave County Recorder, shall be a member of the Association, and either in person or by proxy entitled to vote the equivalent the number of lots in his unit or units at all such meetings of the Association. Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed one owner. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member or if a unit is jointly owned then by all joint owners, or if such member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless limited by its terms such authority shall be deemed good until revoked in writing. A personal representative, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such unit shall not have been so transferred to his name, he shall satisfy the Secretary that he is the personal representative, administrator, guardian, or trustee holding such unit in such capacity. Whenever any such unit is owned by two or more jointly according to the records of said County recorder, the vote therefor may be exercised by any one of the owners present in the absence of protest by the other or others; PROVIDED, HOWEVER, that when the vote of owner or owners has been pledged by mortgage, deed of trust, or agreement of sale of any unit or interest therein, only the vote of the pledgee will be recognized upon those matters upon which the owner's vote is so pledged.

7. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

## ARTICLE V

### Board of Directors

1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of five (5) persons, and as increased or decreased at any annual meeting or special meeting called for that purpose by a majority vote, and all such directors shall be owners of units in the project; provided, however, the Board of Directors shall always consist of not fewer than five (5) members.

2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and one by the owners.

3. Other Duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities;
- (b) Collection of monthly assessments from the owners;
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common elements and facilities.

4. Manager or Management Agent, Employees, Generally. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified, or amplified by the majority of owners in a duly constituted meeting. The Board of Directors may employ any other employees or agents to perform such duties and at such salaries as the Board of Directors may establish.

5. Election and Term of Office. The directors shall be elected at the annual meeting of the owners, except as provided in Section 6 of this Article, and each director elected shall hold office until his or her successor is elected and qualified, or until his or her earlier resignation or removal.

6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association, shall be filled by vote of the majority of the remaining director(s), even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

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

8. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. A director may not be an employee of the Association.

9. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within one week of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time,

by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least three days prior to the day named for such meeting.

11. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

13. Board of Directors' Quorum. At all meetings of the Board of Directors, fifty-one percent (51%) of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

14. Bonds of Officers and Employees. The Board of Directors may require that all officers and employees of the corporation handling or responsible for corporate funds furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE VI

### Officers

1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary.

2. Election of Officers. The officers of the Association shall be elected annually by the board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Association.

5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

7. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association; shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

8. Auditor. The Association may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of him by the Association.

## ARTICLE VII

### Obligations of the Owners

1. Expenses, Assessments. Every owner of any unit in said project shall contribute pro rata toward the expense of administration of said project, including, but not limited to, all types of insurance, the costs of operation, maintenance, repair and replacement of the buildings and common elements thereof, according to a percentage that is computed by taking the number of lots owned, divided by the number of lots in the project. The board of Directors shall fix a monthly charge for each unit in an amount sufficient to provide for its pro rata share of all such current expenses, reasonable reserves for future expenses of administration, and such other expenses as the Association may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month,

shall bear interest at the rate of fifteen percent (15%) per annum from the due date until paid, and with such interest shall be a lien on the unit.

2. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, and is expressly responsible for the damages and liability that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, power, sewage, telephones, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be maintained at the owner's expense.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas and facility damaged through his fault or that of his family members, guests or invitees.

3. Use of Units. All units shall be utilized in accordance with the provisions of the Bylaws, Declaration and Rules.

4. Project Rules. In order to assure the peaceful and orderly use and enjoyment of the buildings and common elements of said project, the Association shall from time to time adopt, modify and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common elements constitutes fifty-one percent (51%), at any meeting duly called for the purpose, such reasonable rules and regulations to be called "Project Rules," governing the business thereon and the conduct of persons on said project as it may deem necessary. Such project rules, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the building.

5. Foreclosure of Lien. In any suit to foreclose the lien against any owner of a unit, the Association may, to the extent permitted by law, represent itself through its manager or Board of Directors in like manner as any mortgagee of real property. The Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale. The delinquent owner shall be required to pay to the Association a reasonable rent for the subject unit until sale or foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid common expenses, together with all costs and reasonable attorney's fees incurred in connection therewith, shall be maintainable without foreclosing or waiving the line securing the same.

6. Right of Entry. The manager and any person authorized by the Board of Directors shall have the right to enter each unit in case of any emergency originating in or threatening such unit whether or not the owner or occupant is present at the time. Every unit owner and occupant, when so required, shall permit other unit owners or their representative to enter his unit at reasonable times for the purpose of performing authorized

installations, alterations, or repairs to the common elements therein for central services provided that requests for entry are made in advance.

7. Title. Every unit owner shall promptly cause to be duly recorded in the office of the Mohave County Recorder, the deed, lease, assignment or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the manager, and the the Secretary shall maintain such information in the record of ownership of the Association.

8. Mortgages and Deeds of Trust. Any mortgagee or beneficiary of a deed of trust of a unit may file a copy of its mortgage or deed of trust with the Board of Directors through the manager, and the Secretary shall maintain such information in the record of ownership of the Association. After the filing of the document, the Board of Directors, through its manager, shall be required to notify the lien holder of any unit owner who is in default in the expenses for the administration of the project and the mortgagee at its option may pay the delinquent expenses.

9. Insurance. The Board, on behalf of the Association and at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all owners with respect to the project in a responsible insurance company with minimum limits of not less than One Million Dollars (\$1,000,000.00) for injury or death to any person or for damage to property arising from any one occurrence, and from time to time upon receipt thereof deposit promptly with the owners current certificates of such insurance, without prejudice to the right of any owner to maintain additional liability insurance for their respective units.

## ARTICLE VIII

### Execution of Instruments

1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts and all other instruments except conveyances shall be signed by such person or persons as shall be provided by general resolution applicable thereto. Such instruments shall be signed by the President or the Vice president and by the Treasurer or Secretary or Assistant Treasurer or Assistant Secretary.

## ARTICLE IX

### Bylaws

1. Amendment. These Bylaws may be amended, modified or revoked in any respect from time to time by a majority of the Board of Directors, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Horizontal Property Regimes Act of Arizona.



2. Conflict. In the event of any conflict between these Bylaws and the provisions of the Horizontal Property Regimes Act, the latter shall govern and apply.

Dated this \_\_\_ day of \_\_\_\_\_, 1985.

\_\_\_\_\_  
PRESIDENT

ATTEST:

\_\_\_\_\_  
Secretary