

**Delano Place Condominiums  
A CONDOMINIUM**

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**APPENDIX C**

**BYLAWS  
FOR  
Delano Place Condominiums  
A CONDOMINIUM**

**ARTICLE 1 – PLAN OF CONDOMINIUM OWNERSHIP**

The following described land has been submitted as a condominium in the Declaration recorded with these Bylaws, pursuant to the Arizona State Condominium Act (A.R.S. §33-1201 *et seq.*):

**SEE “APPENDIX A – DESCRIPTION OF LAND” ABOVE &  
LEGAL DESCRIPTION ON PAGE 1 OF 4 OF FINAL PLAT RECORDED HEREWITH**

The provisions of these Bylaws shall be applicable to Delano Place Condominiums, A Condominium, which shall include the Land heretofore described and all Improvements thereto. All present or future Owners of Units in Delano Place Condominiums, including lessees, future tenants, guests, occupants, invitees, or any other person who might use the buildings, Common Elements, or Limited Common Elements of the Condominium in any manner, are subject to the regulations set forth in these Bylaws and the Declaration recorded herewith.

**ARTICLE 2 – OWNERS ASSOCIATION**

There shall be an Association composed of all Owners of Units in Delano Place Condominiums, and each Owner shall automatically be a Member of the Association by virtue of such ownership of such Unit. Each Owner shall be entitled to one membership in the Association for each Unit he or she owns subject to the provisions of the Declaration.

2.1 **VOTING RIGHTS:** Each Member of the Association shall be entitled to vote in the affairs in of the Association according to the provisions set forth in the Declaration.

2.2 **MAJORITY OF OWNERS:** As used in these Bylaws, the term “majority of owners” shall mean those Unit Owners holding fifty-one percent (51%) of the votes in accordance with the voting rights as established in the Declaration.

2.3 **QUORUM:** Except as otherwise provided in these Bylaws, the presence in person or by proxy of persons holding fifty percent (50%) or more of the total votes shall constitute a quorum.

2.4 PROXIES: Except as otherwise provided in these Bylaws, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association prior to the appointed time of each meeting.

### ARTICLE 3 – ADMINISTRATION OF THE CONDOMINIUM

The Association shall have the responsibility of administering Delano Place Condominiums, approving the annual budget, and establishing and collecting monthly assessments. Except as otherwise provided in these Bylaws, decisions and rules and regulations of the Association shall require approval by a majority of the Unit Owners.

3.1 ANNUAL MEETINGS: The first annual meeting of the Association shall be held on January 15. Thereafter, annual meetings shall be held on the Second Tuesday of January of each succeeding year. At the annual meeting the members shall elect directors to serve on the Board of Directors in accordance with the provisions of the Declaration. Said election shall be conducted by secret ballot. The members may also transact such other business of the Association as may properly come before them.

3.2 SPECIAL MEETINGS: It shall be the duty of the President of the Association to call special meetings of the members as directed by resolution of the Board of Directors or upon receipt by the Secretary of a petition signed by persons holding more than fifty percent (50%) of the total votes requesting that a special meeting of the Association be held. No business shall be transacted at any special meeting except as specifically stated in the notice of such meeting unless by consent of those persons holding more than seventy-five percent (75%) present at such meeting, either in person or by proxy. Unofficial Document

3.3 PLACE OF MEETINGS: All meetings of the Association shall be held at such place as is convenient to the Members. The meeting place shall be determined by the Board of Directors.

3.4 NOTICE OF MEETINGS: It shall be the duty of the Secretary of the Association to mail notices of each annual or special meeting to the members, stating the purpose of such meeting and the time and place the meeting is to be held, at least five (5) but not more than ten (10) days prior to such meeting; except that any meeting called for the purpose of levying Special Assessments of the Members shall require written notice not less than thirty (30) or more than sixty (60) days in advance of such meeting. The mailing of notices by United States mail to the last address of record for each Owner shall be considered proper notice served upon each Owner.

3.5 ADJOURNED MEETINGS: If any meeting of the Owners cannot be held because a quorum is not in attendance, the Owners who are present either in person or by proxy may, by majority vote, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was to be held.

## ARTICLE 4 – BOARD OF DIRECTORS

The Association's affairs shall be governed and managed by a Board of Directors, all of whom must be Unit Owners of Delano Place Condominiums.

4.1 NUMBER OF DIRECTORS: The number of directors who shall be elected from among the owners to serve on the Board of Directors of the Association shall be three (3).

4.2 ELECTION AND TERM OF OFFICE: The term of office for the directors shall be two (2) years, with one (1) director being elected at each annual meeting during even-numbered years and two (2) directors being elected at each annual meeting during odd-numbered years in accordance with the provisions of the Declaration.

4.3 VACANCIES AND REMOVAL FROM OFFICE: Vacancies for any reason in the Board of Directors may be filled by an election held at a special meeting of the Association called for such purpose, and may also be appointed by the Board pursuant to the provisions of the Declaration. Any director may be removed from office by a majority of Unit Owners voting in person or proxy at a special meeting called for such purpose. Any director whose removal has been proposed by the Owners shall be given ample opportunity to be heard at said special meeting.

4.4 ORGANIZATION MEETING: The first meeting of the newly elected Board of Directors shall be held within thirty (30) days of the election of any director, at such time and place as shall be fixed by the directors, whereupon <sup>Unofficial Document</sup> three (3) duly elected directors must attend in order to constitute an organizational meeting of the directors as intended by this Article.

4.5 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 but at least two (2) regular meetings of the Board of Directors shall be held each year. Notice of the regular meetings shall be given to each director personally or by mail, telephone or telegraph at least seven (7) days prior to the day named for such meeting.

4.6 SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by the President on seven (7) days' notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place, and specific purpose of the meeting. Special meetings of the Board of Directors may also be called upon the written request by any two (2) directors delivered to the President. Notice of any special meeting so called shall be in the form and manner as provided above in this Paragraph.

4.7 WAIVER AND NOTICE: Before or during 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 proper notice. Attendance by a director at any meeting of the Board of Directors shall constitute a waiver of proper notice by such director. If all the directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted if such meeting and the agenda for business is consented to by all the directors.

4.8 QUORUM: Two (2) members of the Board of Directors shall constitute a quorum. The Board of Directors shall act by majority vote of those present at its meetings where a quorum exists.

4.9 POWERS AND DUTIES OF THE BOARD: The Board of Directors of the Association shall have the authority and powers necessary for the proper administration and management of the Condominium and the affairs of the Association, and may do all acts and things it deems advisable in the exercise of such authority and powers. In addition to the duties imposed by the Declaration and by rules and regulations adopted by the Association, the Board shall be responsible for the following:

(a) The maintenance, care, operation and repair of the Condominium, including the purchase of all the equipment, materials, and labor necessary to properly maintain, care for, operate and keep the Condominium in good repair.

(b) The collection of monthly assessments from the Unit Owners.

(c) The health, safety and well being of the Unit Owners in their use of the Common Elements of the Condominium.

#### ARTICLE 5 – OFFICERS OF THE ASSOCIATION

The officers of the Association shall <sup>Unofficial Document</sup> be President, Secretary and a Treasurer, all of whom shall be elected from the Board of Directors.

5.1 ELECTION OF OFFICERS: The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board. The term of the office for each officer of the Association shall be one year or until his or her successor is elected

5.2 REMOVAL FROM OFFICE: On an affirmative vote of a majority of the directors, any officer may be removed from office, with or without cause, and his or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

5.3 THE PRESIDENT: The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and the Board of Directors and shall have all general powers and duties usually vested in the office of President of an Association, including but not limited to the powers to appoint committees from among the unit owners as he in his discretion deems appropriate to assist in the administration and management of the affairs of the Association.

5.4 THE SECRETARY: The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association. The Secretary shall have

charge of such books and papers as the Board may direct; and shall, in general, perform all the duties incident to the office of the Secretary.

5.5 THE TREASURER: The Treasurer shall have responsibility for the Association's funds and securities, and shall be responsible for keeping full and accurate records, accounts and data regarding all receipts and disbursements of the Association. The Treasurer 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 designed by the Board.

5.6 AMENDMENTS TO THE DECLARATION: The President, Vice-President, or Secretary may execute, certify and record amendments to the Declaration on behalf of the Association.

#### ARTICLE 6 – OBLIGATIONS OF UNIT OWNERS

6.1 ASSESSMENTS: All owners are obligated to pay monthly assessments imposed by the Association by and through the Board of Directors, to meet the expenses of the Condominium. The assessments shall be paid in accordance with Section 16 of the Declaration.

6.2 MAINTENANCE AND REPAIR OF UNITS: Each Unit Owner shall promptly perform all maintenance and repair to and within his or her Unit, which, if left undone, will affect the general appearance or condition of the Condominium or the health, safety and welfare of any other Owner. Each Unit Owner shall provide for the proper working order and condition of all utilities servicing his or her Unit, such as Unofficial Document sewage, gas, electricity, telephones, and power. Each Unit Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any portion of the Common Elements damaged through his or her fault.

6.3 USE OF UNITS: Pursuant to the terms of the Declaration, the Units shall be used for residential purposes only, and no owner shall make any structural modifications or alterations to his or her Unit without first receiving the written permission to do so from the Board of Directors.

6.4 USE OF THE COMMON ELEMENTS: The use and enjoyment of the Common Elements of Delano Place Condominiums are for all Owners and no Owner shall interfere with the reasonable use and enjoyment of another Owner. No Owner shall make use of the Common Elements in such a manner as to endanger the health, welfare and well being of another Owner. Such standards are to be applied with equal force to all guests, occupants, invitees, lessees, and sublessees of any Owner.

6.5 USE OF THE LIMITED COMMON ELEMENTS: An Owner shall not use or allow to be used by his or her guests, occupants, invitees, lessees, or sublessees, any parking space that is reserved for the use and enjoyment of another Owner, without said Owner's permission.

6.6 RIGHT OF ENTRY: Owners shall grant the right of reasonable entry to the Board of Directors, its agents or any persons authorized by the Board, in case of emergency

originating in or threatening his or her unit, whether the Owner is present at the time or not. Owners shall permit the right of reasonable entry for the purpose of installing, repairing or altering the mechanical and electrical services and utilities servicing the buildings, provided that requests for entry are made seventy-two (72) hours in advance and that such entry is at a time convenient to the Owner. In case of an emergency, such right of reasonable entry shall be immediate.

6.7 RULES OF CONDUCT: All Owners, lessees and sublessees shall exercise care and caution in making any noises or using musical instruments, televisions, radios and amplifiers, or other objects that might interfere with the peaceful enjoyment of other Owners. No Owner shall install or allow to be installed any wiring for electrical or telephone equipment, television antennae, air conditioning units or similar mechanical devices on the exterior of his or her Unit or that protrude through the walls or the roof of said Unit without the written permission of the Board of Directors.

#### ARTICLE 7 – AMENDMENT TO DECLARATION AND BYLAWS

The Declaration shall be amended only as provided in the Declaration. These Bylaws may be amended by the Association in a duly constituted meeting for such purpose upon the vote of no less than two thirds (2/3) of the Owners.

#### ARTICLE 8 – COMPLIANCE

These Bylaws are set forth to comply with the requirements of the Arizona Condominium Act of the State of Arizona (A.R.S. §33-1201 *et seq.*). In the event any of the provisions contained herein should conflict with the provisions of that Act, it is hereby agreed and accepted by the Declarant and the Association that the provisions of the Act shall apply.