



By-Laws

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BYLAWS
OF
THE PRESERVE AT KIOWA NORTE
CONDOMINIUM OWNERS ASSOCIATION

ARTICLE I

NAME

The name of the corporation is THE PRESERVE AT KIOWA NORTE CONDOMINIUM OWNERS ASSOCIATION, hereinafter referred to as the Association.

ARTICLE II

PRINCIPAL OFFICE

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

ARTICLE III

DEFINITIONS

(a) "Act" shall mean Section 33-1201, et seq., Arizona Revised Statutes, pertaining to Condominiums in the State of Arizona.

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1 (b) "Assessments" shall mean the charges against
2 Owners to defray the Common Expenses as well as miscellaneous
3 Special Assessments, Special Assessments for capital
4 improvements, and Special Assessments for the purpose of
5 restoring and reconstructing the Property in the event of
6 casualty, all as provided in the Declaration.

7 (c) "Association" shall refer to the THE PRESERVE AT
8 KIOWA NORTE CONDOMINIUM OWNERS ASSOCIATION, whose membership
9 shall include each Owner of a Family Dwelling Condominium Unit
10 in the Property and whose function shall be to serve as the
11 OWNERS ASSOCIATION as defined in the Act. The Association will
12 be incorporated under the name of THE PRESERVE AT KIOWA NORTE
13 CONDOMINIUM OWNERS ASSOCIATION, an Arizona non-profit
14 corporation, prior to the conveyance of a Condominium Unit by
15 Declarant.

16 (d) "Association Rules" shall mean and refer to the
17 rules and regulations adopted by the Association pursuant to
18 the Declaration and in furtherance of these Bylaws and in
19 accordance with the Act.

20 (e) "Board" shall mean the Board of Directors
21 appointed pursuant to the Declaration by the Declarant or
22 elected pursuant to these Bylaws following period of
23 Declarant's control.

24 (f) "Building(s)" shall mean and refer to each of the
25 Twelve (12) Family Dwelling Buildings, the Garage Condominium
26 Building and the Office/Clubhouse located on the Parcel and

1 forming part of the Property as shown on the Plat.

2 (g) "Bylaws" shall mean these Bylaws adopted by the
3 Association pursuant to the Act for the purpose of regulating
4 the affairs of the Association, as the same may be amended from
5 time to time.

6 (h) "Common Elements" or "Common Area(s)" shall mean
7 the entire Property excluding the Condominium Units.

8 (i) "Common Expenses" shall mean the actual and
9 estimated Assessments;

10 (1) maintenance, management operation, repair
11 and replacement of the Common Elements which are maintained by
12 the Association;

13 (2) deficiencies arising by reason of unpaid
14 Assessments;

15 (3) management and administration of the
16 Association, including, but not limited to, compensation paid
17 by the Association to managers, accountants, attorneys and
18 employees;

19 (4) utilities, including, but not necessarily
20 limited to electricity, trash pickup and disposal water (if
21 any) landscaping services and related services;

22 (5) insurance and bonds required by the
23 Declaration or any additional insurance and bonds obtained by
24 the Board in its discretion;

25 (6) the establishment of reasonable reserves as
26 the Board shall deem appropriate in its discretion;

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1 (7) other miscellaneous charges incurred by the
2 Association or the Board pursuant to the Declaration, these
3 Bylaws, or Association Rules in furtherance of the purposes of
4 the Association or in discharge of the duties and powers of the
5 Association.

6 (j) "Common Wall" shall mean the wall or walls which
7 shall separate contiguous Condominium Units.

8 (k) "Condominium Instruments" shall mean all
9 documents and authorized amendments thereto recorded pursuant
10 to the provisions of the Act, including the Declaration, these
11 Bylaws and the Plat.

12 (l) "Condominium Unit(s)" shall mean and encompass
13 both Family Dwelling Condominium Units and Garage Condominium
14 Units.

15 (m) "Declarant" shall mean OUR, L.L.C.

16 (n) "Declaration" shall mean this entire document,
17 as same from time to time may be amended.

18 (o) "Family Dwelling Building" shall mean and refer
19 to each of the twelve (12) principal structures containing
20 Family Dwelling Condominium Units located on the Parcel and
21 forming part of the Property as shown on the Plat.

22 (p) "Family Dwelling Condominium Unit" shall mean a
23 part of the Property, designed or intended for independent use
24 as a dwelling unit, together with the pro rata fractional
25 interest in the Common Elements (excluding the Garage
26 Buildings' Common Elements) and any exclusive and non-exclusive

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1 easements appurtenant thereto. Each Family Dwelling Condominium
2 Unit shall be a separate freehold estate enclosed and bounded
3 by the horizontal and vertical planes as shown on the Plat.

4 (1) The lower horizontal boundary for all
5 units is the upper surface of the floor thereof.

6 (2) The upper horizontal boundary is a
7 horizontal plane, the elevation of which coincides with the
8 elevation of the surface of the finished ceiling or ceilings
9 thereof.

10 (3) The lateral boundaries are the interior
11 surfaces of the perimeter walls, windows and doors thereof and
12 vertical planes coincidental with the interior surfaces of the
13 perimeter walls thereof, and the vertical planes coincidental
14 with the outer surfaces of all utility chases extended upward
15 to intersect the upper horizontal boundary.

16 (4) Each Family Dwelling Condominium Unit
17 includes the surfaces so described, and the portions of the
18 building and improvements lying within said boundaries. Each
19 such Family Dwelling Condominium Unit shall also include the
20 heating and air-conditioning unit or units, ranges, garbage
21 disposal units, and other household appliances lying within
22 said boundaries and/or appurtenant areas.

23 (5) Unless otherwise indicated, all airspace
24 boundary lines intersect at right angles.

25 (6) Each Family Dwelling Condominium Unit
26 shall also have airspace denominated as parking, and the

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1 airspace for each parking space shall consist of airspace for
2 which the upper horizontal boundary is the surface of the
3 ceiling thereof, and the lateral boundaries of which are
4 vertical planes coincidental with the perimeters of the
5 concrete floor or pavement for each parking space.

6 The following are not part of a Family Dwelling
7 Condominium Unit: Bearing walls, columns, vertical supports,
8 roofs, floors, cement slabs, foundations, external stairs,
9 pipes, ducts, flues, front doors, conduits, wires and other
10 utility installations, wherever located, except the outlets
11 thereof when located within the Family Dwelling Condominium
12 Unit. In interpreting deeds, plats, declarations and plans the
13 existing physical boundaries of a Family Dwelling Condominium
14 Unit or a Family Dwelling Condominium Unit reconstructed in
15 substantial accordance with the original plans thereof shall be
16 conclusively presumed to be its boundaries rather than the
17 description expressed in the deed, Plat, plan or Declaration,
18 regardless of settling or lateral movement of the Family
19 Dwelling Building, and regardless of minor variances between
20 the boundaries as shown on the plan or in the deed and
21 Declaration and those of the Family Dwelling Building. Each
22 Family Dwelling Condominium Unit in each Family Dwelling
23 Building, as the case may be, shall be deemed to be a separate
24 and distinct Family Dwelling Condominium Unit.

25 (q). "Garage" shall mean and refer to the forty-nine
26 (49) garages, each of which is attached and assigned to, and an

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1 indivisible part of one(1) specific two(2) bedroom Family
2 Dwelling Condominium Unit, as designated on the Parcel and
3 forming part of the Property as shown on the Plat. Each of the
4 forty-nine (49) two(2) bedroom Family Dwelling Condominium
5 Units includes one(1) indivisible/inseparable assigned Garage,
6 which is to be considered a Limited Common Element allocated
7 only to the Family Dwelling Condominium Unit to which it is
8 assigned.

9 (r) **"Garage Condominium Building"** shall mean and
10 refer to each of the two (2) structures containing the Garage
11 Condominium Units located on the Parcel and forming part of the
12 Property as shown on the Plat.

13 (s) **"Garage Condominium Unit"** shall mean a part of
14 the Property, designed or intended for independent use as a
15 garage/storage unit contained in one of the two (2) Garage
16 Condominium Buildings, together with any exclusive and non-
17 exclusive easements appurtenant thereto. Each Garage
18 Condominium Unit shall consist of the space enclosed and
19 bounded by the horizontal and vertical planes as shown on the
20 Plat; provided, however, that no structural components of the
21 Garage Buildings in which the Garage Condominium Units are
22 located, and no pipes, wires, conduits, ducts, flues, shafts or
23 utility, water or sewer lines (if any) situated within such
24 Garage Condominium Unit and forming part of any system serving
25 one or more other Condominium Units, shall be a part of the
26 Garage Condominium Units.

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1 (t) "Lender" shall mean: (1) an institutional holder
2 of a first mortgage or first deed of trust on a Condominium
3 Unit which is a bank, savings and loan association, insurance
4 company, established mortgage company, or other entity
5 chartered under state or federal law; and (2) any Person which
6 is a holder of a first mortgage or first deed of trust on a
7 Condominium Unit.

8 (u) "Limited Common Elements" shall mean and refer to
9 a portion of the Common Elements allocated by the Declaration
10 or in accordance with the Act for the exclusive use and benefit
11 of one or more but fewer than all of the Condominium Units.

12 (v) "Member" shall mean any person, corporation,
13 partnership, joint venture or other legal entity who is an
14 Owner of a Family Dwelling Condominium Unit as provided for
15 herein.

16 (w) "Occupant" shall mean a Person or Persons, other
17 than an Owner, in possession of a Condominium Unit.

18 (x) "Office/Clubhouse" shall mean and refer to that
19 structure designated for use as an Office/Clubhouse located on
20 the Parcel and forming part of the Property as shown on the
21 Plat.

22 (y) "Owner" shall mean the Person or Persons who
23 are vested with record title to a Condominium Unit according to
24 the records of the County Recorder of Mohave County, Arizona.
25 However, Owner shall not include a Person who holds an interest
26 in a Condominium Unit merely as security for the performance of

1 an obligation. Declarant shall be considered the record Owner
2 of any Condominium Unit prior to its initial conveyance by
3 Declarant.

4 (z) "Parcel" shall mean the real property described
5 in the first recital to this Declaration.

6 (aa) "Parking Rights" shall mean the right to park
7 only non-commercial passenger automobiles or motorcycles in a
8 parking space, initially designated on the Plat as
9 appurtenances to specific Family Dwelling Condominium Units.
10 Parking Rights are a Limited Common Element appurtenant to the
11 Family Dwelling Condominium Unit acquiring such right.

12 Parking Rights may be transferred by the Declarant or
13 the Owner with the transfer of a Family Dwelling Condominium
14 Unit or to another Family Dwelling Condominium Unit Owner only,
15 except for those Parking Rights to the two (2) bedroom Family
16 Dwelling Condominium Unit's Garages, which may only be
17 transferred with its assigned Family Dwelling Condominium Unit,
18 as depicted on the Plat.

19 (bb) "Person" shall mean a natural individual,
20 corporation, partnership, trustee or other legal entity capable
21 of holding title to real property.

22 (cc) "Plat" means the recorded final subdivision
23 plat of the Property submitted for this Condominium and showing
24 thereon Seventy-Three (73) Family Dwelling Condominium Units,
25 Twenty-four (24) Garage Condominium Units and One (1)
26 Office/Clubhouse, together with Forty-nine (49) covered parking

1 spaces (Garages) and one hundred and twenty-four (124) other
2 parking spaces, some of which are also designated by a number
3 and shown as initially being appurtenant to specific Family
4 Dwelling Condominium Units as shown on the Plat attached hereto
5 as Exhibit B. The original Plat is recorded as Fee Number
6 2003-_____, Book _____, Page _____, in the records of the
7 County Recorder of Mohave County, Arizona.

8 (dd) "Property" shall mean the real property: the
9 Buildings; improvements and permanent fixtures located thereon;
10 and all easements and rights appurtenant thereto.

11 (ee) "Restrictions" shall mean the covenants,
12 conditions, assessments, easements, liens and restrictions set
13 forth in the Declaration.

14 (ff) "Undivided Interest" shall mean the undivided
15 percentage of ownership in the Common Elements of each
16 Condominium Unit Owner set forth in Article V hereof.

17 (gg) "Unoccupied" with reference to any
18 Condominium Unit or Units shall mean any Condominium Unit
19 that has been constructed but not yet conveyed by Developer
20 or Declarant.

21 ARTICLE IV

22 MEMBERSHIP

23 Section 1. MEMBERS

24 Every Owner of a Family Dwelling Unit which is
25 subject by the covenants of record to Assessment shall be a
26 member of the Association. Membership shall be appurtenant to

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1 and may not be separated from ownership of any Family Dwelling
2 Condominium Unit which is subject to Assessment. The rights
3 and obligations of an Owner and membership in the Association
4 shall not be assigned, transferred, pledged, conveyed, or
5 alienated in any way except upon transfer of ownership to such
6 Family Dwelling Condominium Unit, or by intestate succession,
7 testamentary disposition, foreclosure of a mortgage of record,
8 or such other legal process that is now in effect or as may
9 hereafter be established under or pursuant to the laws of the
10 State of Arizona. Any attempt to make a prohibited transfer
11 shall be void. Any transfer of ownership shall operate to
12 transfer said membership to the new Owner, and a reasonable
13 charge may be assessed by the Association for each such
14 transfer.

15 Section 2. ASSESSMENT

16 The rights of membership are subject to the payment
17 of monthly and special Assessments levied by the Association,
18 the obligation of which Assessment is imposed against each
19 Owner and becomes a lien upon the property against which
20 Assessments are to be made as provided by the Declaration.

21 Section 3. SUSPENSION

22 The membership rights of any person whose interest
23 in the properties is subject to Assessments under this Article,
24 whether or not he be personally obligated to pay such
25 Assessments, may be suspended by action of the Directors,
26 during the period when the Assessments remain unpaid; but, upon

1 payment of such Assessments, his/her rights, and privileges
2 shall be automatically restored. After the Board has adopted
3 and published rules and regulations governing the use of Common
4 Areas and facilities and the personal conduct of any person
5 thereon, as provided in these Bylaws, they may, in their
6 discretion, suspend the rights of any such members for
7 violation of such rules and regulations for a period not to
8 exceed SIXTY (60) days or levy fines according to such a
9 schedule as may be adopted or revised by the Board of Directors
10 from time to time.

11
12 ARTICLE V

13 VOTING RIGHTS

14 All Owners of a Family Dwelling Condominium Unit
15 shall be Members and entitled to one vote for each Family
16 Dwelling Condominium Unit owned. When more than one person
17 holds an interest, all such person shall become Members. The
18 vote for such Family Dwelling Condominium Unit shall be
19 exercised as they among themselves determine, but in no event
20 shall more than one vote be cast with respect to any Family
21 Dwelling Condominium Unit, and fractional votes shall not be
22 allowed.

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ARTICLE VI

PROPERTY RIGHTS AND RIGHTS OF
ENJOYMENT OF COMMON AREAS

Section 1. MEMBERS

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

Section 2. DELEGATION OF USE

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

ARTICLE VII

ASSOCIATION PURPOSES AND POWERS, RIGHTS AND
DUTIES OF ASSOCIATION AND ITS MEMBERS

Section 1.

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

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Section 2.

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

ARTICLE VIII

DIRECTORS

Section 1. NUMBER

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

Section 2. ELECTION

The term of the Directors named in the Articles of Incorporation shall be until the first annual meeting of the Members, or, if the Association is still under Declarant's control, until their successors are duly chosen and qualify. At the expiration of the initial terms of office of each Director, his/her successor shall be elected to service for a One (1) year term. The Directors shall hold office until their

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1 successors have been elected and hold their first meeting, and,
2 thereafter, the Directors shall be elected at the annual
3 meeting of Members to be held each year.

4 Section 3. REMOVAL

5 Following Declarent's Period of Control, any
6 Director may be removed from the Board, with or without cause,
7 by a majority vote of the Members of the Association. In the
8 event of death, resignation, or removal of a Director, such
9 vacancy may be filled by the affirmation vote of a majority of
10 the remaining Directors even though less than a quorum of the
11 Board of Directors. A Director elected to fill a vacancy shall
12 serve for the unexpired term of his predecessor.

13 Section 4. COMPENSATION.

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

18 Section 5. ACTION TAKEN WITHOUT A MEETING

19 The Directors shall have the right to take any
20 action in the absence of a meeting which they could take at a
21 meeting by obtaining the written approval of all the Directors.
22 Any action so approved shall have the same effect as though
23 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 distribute the votes on

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

4
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 whenever
10 it deems necessary and it shall call a meeting at any time upon
11 written request of one-fourth (1/4) of the voting membership,
12 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

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1 Association, except those reserved to Members in the
2 covenants.

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

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

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1 Section 2.

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

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

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

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

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

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

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

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

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

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

6 (g) To cause the Common Area to be maintained.
7

8 **ARTICLE XI**

9 **MEETINGS OF DIRECTORS**

10 Section 1. REGULAR MEETINGS.

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

17 Section 2. SPECIAL MEETING

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

22 Section 3. WAIVERS

23 The transaction of any business at any meeting of
24 the Board of Directors, however called and noticed, or wherever
25 held, shall be as valid as though made at a meeting duly held
26 after regular call and notice if a quorum is present and, if

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1 either before or after the meeting, each of the directors not
2 present signs a written waiver of notice, or a consent to the
3 holding of such meeting, or an approval of the minutes thereof.
4 All such waivers, consents or approvals shall be filed with the
5 corporate records and made a part of the minutes of the
6 meeting.

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

11 Section 4. SPECIAL APPOINTMENTS

12 The Board may elect such other officers as the
13 affairs of the Association may require, each of whom shall such
14 duties as the Board may, from time to time, determine.

15 Section 5. RESIGNATION AND REMOVAL

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

23 Section 6. VACANCIES

24 A vacancy in any office may be filled in the manner
25 prescribed for regular election. The officer elected to such
26 vacancy shall serve for the remainder of the term of the

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Arizona 86403
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1 officer he/she replaced.

2 Section 7. MULTIPLE OFFICES

3 The offices of secretary and treasurer may be held
4 by the same person. No person shall simultaneously hold more
5 than one of any of the other offices except in the case of
6 special offices created pursuant to Section 4 of this Article.
7
8

9 ARTICLE XII

10 DUTIES OF OFFICERS

11 The duties of the offices are as follows:

12 President

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

18 Vice President

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

23 Secretary

24 (c) The secretary shall record the votes and keep
25 the minutes of all meetings and proceedings of the Board and of
26 the members; keep the corporate seal of the Association and

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1 affix it on all papers requiring said seal; serve notice of
2 meetings of the Board and of the members; keep appropriate
3 current records showing the members of the Association together
4 with their addresses, and shall perform such other duties as
5 required by the Board.

6 Treasurer

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

17
18 ARTICLE XIII

19 COMMITTEES

20 Section 1. OPTIONAL COMMITTEES

21 The Board of Directors may appoint a Nominating
22 Committee, as provided in these Bylaws, and in addition, may
23 appoint other committees as deemed appropriate in carrying out
24 the purposes of the Association such as:

25 (a) A Maintenance Committee which shall advise the
26 Board of Directors on all matters pertaining to the

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1 maintenance, repair and improvement of the Common Properties,
2 and shall perform such other functions as the Board in its
3 discretion determines.

4 (b) An Audit Committee which shall supervise annual
5 audit of the Association's books if ordered by the Board and
6 approve the annual budget and statement of income and
7 expenditures to be presented to the membership at its regular
8 meeting. The Treasurer shall be an ex officio member of the
9 Committee.

10 Section 2. DUTIES

11 It shall be the duty of each committee to receive
12 complaints from members on any matter involving Association
13 functions, duties and activities within its field of
14 responsibility. It shall dispose of such complaints as it
15 deems appropriate or refer them to such other committee,
16 director or officer of the Association as is further concerned
17 with the matter presented.

18
19 ARTICLE XIV

20 MEETINGS OF MEMBERS

21 Section 1. ANNUAL MEETINGS

22 Regular annual meetings of the Members shall be
23 held.

24 Section 2. SPECIAL MEETINGS

25 Special meetings of the Members may be called at any
26 time by the president or by the Board of Directors, or upon

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Attorneys at Law
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Lake Havasu City
Arizona 86403
(928) 855-5115
Fax (928) 855-5111

1 written request of the Members who are entitled to vote One-
2 fourth (1/4) of all of the votes of the entire membership.

3 Section 3. NOTICE OF MEETINGS

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

14
15 ARTICLE XVIII

16 AMENDMENTS

17 Section 1.

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

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Properties may not be amended except as 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 14 day of February 2003.

By: Gerald L. Clark
GERALD L. CLARK

By: Rebecca A. Buchanan
REBECCA A. BUCHANAN

jb
Wachtel, Biehn & Main
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3

FEE# 2018020238

OFFICIAL RECORDS
OF MOHAVE COUNTY
KRISTI BLAIR,
COUNTY RECORDER



04/23/2018 04:41 PM Fee: \$10.00

PAGE: 1 of 3

When Recorded

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The Preserve at Kiowa Norte H.O.A.
2212 N. Kiowa Blvd., Unit 239
Lake Havasu City, AZ 86403

3rd Amendment of The By-Laws BOARD MEMBER TERM LIMITS

Whereas, Article VIII, Section 2. ELECTION, of the By-Laws was originally written: The term of the Directors named in the Articles of Incorporation shall be until the first annual meeting of the Members, or, if the Association is still under Declarent's control, until their successors are duly chosen and qualify. At the expiration of the initial terms of office of each Director, his/her successor shall be elected to service for a One (1) year term. The Directors shall hold office until their successors have been elected and hold their first meeting, and, thereafter, the Directors shall be elected at the annual meeting of the Members to be held each year.

Whereas, Article VIII, Section 2. ELECTION, of the By-Laws was amended as the 2nd Amendment as follows:

The term of the Directors named in the Articles of Incorporation shall be until the first annual meeting of the Members, or, if the Association is still under Declarent's control, until their successors are duly chosen and qualify. At the expiration of the initial terms of office of each Director, his/her successor shall be elected to service for a One (1) year term, **LIMITED TO A MAXIMUM OF THREE (3) CONSECUTIVE YEARS, WITH A ONE (1) YEAR BREAK BEFORE BEING ELIGILE FOR RE-ELECTION, BEGINNING WITH THE OFFICERS ELECTED AT THE 2012 ANNUAL MEETING.** The Directors shall hold office until their successors have been elected and hold their first meeting, and, thereafter, the Directors shall be elected at the annual meeting of the Members to be held each year.

Whereas, it is deemed to be in the best interest of the Preserve at Kiowa Norte Homeowner's Association, Inc. to amend the above provision.

Resolved, by a vote of twenty-five percent (25%) or more of the Members, that Article VIII, Section 2. ELECTION, of the By-Laws be hereby amended to REMOVE Board Member term limits and INCREASE the Board Member term to 3 YEARS and be amended to read as follows:

Article VIII, Section 2. ELECTION, of the By-Laws shall be AMENDED to INCREASE THE TERM LENGTH AND REMOVE THE TERM LIMITS FOR DIRECTORS as follows:

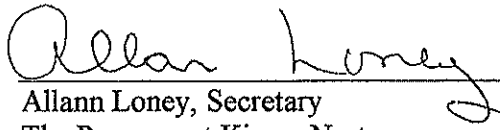
The term of the Directors named in the Articles of Incorporation shall be until the first annual meeting of the Members, or, if the Association is still under Declarant's control, until their successors are duly chosen and qualify. At the expiration of the initial terms of office of each Director, his/her successor shall be elected to service for a **THREE (3)** year term, beginning with the officers elected at the 2019 Annual Meeting. The Directors shall hold office until their successors have been elected and hold their first meeting, and, thereafter, the Directors shall be elected **EVERY THREE (3) YEARS.**

**CERTIFICATE
OF
AMENDED BY-LAWS**

I, Allann Loney, the Secretary of The Preserve at Kiowa Norte Homeowner's Association Inc., an Arizona non-profit corporation, hereby certify:

The foregoing By-Laws comprising of the original 26 pages, the First Amendment, the Second Amendment, and the Third Amendment is a true and correct copy of the By-Laws of The Preserve at Kiowa Norte Homeowner's Association, Inc., as amended or as otherwise altered to date.

Date: 4-3-2018



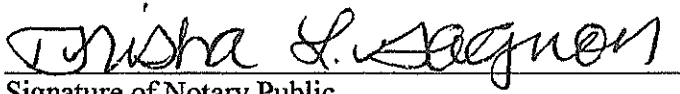
Allann Loney, Secretary
The Preserve at Kiowa Norte
Homeowner's Association, Inc.

Notary Acknowledgement of Signature

State of Arizona

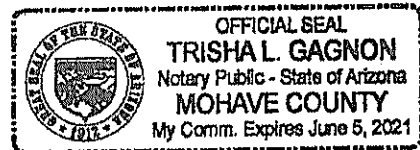
County of: moHAVE

The foregoing instrument was acknowledged before me on this 3rd day of April, 2018 by Allann Loney.



Signature of Notary Public

My Commission Expires: June 5 2021





2212 N. Kiowa Blvd., Unit 239
Lake Havasu City, AZ 86403
Office: (928) 505-1120 Fax: (928) 505-8087
Email: amytelnes@frontiernet.net

Date: 2/14/2018

TO: All Members of the Preserve Home Owner's Association Inc.

FROM: The Preserve Board of Directors

RE: Notice of Special Meeting on Monday March 19th, 2018 at 12:00 P.M. in the Preserve Clubhouse for the purpose of voting on a By-Law Amendment for Board Member **TERM LENGTHS AND TERM LIMITS**

The Board of Directors is proposing an amendment to the By-Laws that will increase the term length of the Board Members and remove the term limits for Board Members. Increasing the terms of the Board Members from a 1 year term to a three year term will reduce costs to owners with only sending out ballots every three years instead of every year as we currently do. Removing the term limits of a Board Member is now a necessity due to the fact that there has been very little interest from owners to be on the Board over the past few years. This year, we only received 3 volunteers and had to reduce the number of Board Members to comprise a Board. We have 3 people now that will volunteer into the future, but if they are limited to terms, we may likely end up with no one on the Board at some point. When the term limits were voted in a few years ago, the intent was good. However, the term limits did not do what was intended. It allows married owners to run year after year, alternating spouses as loophole in the term limits. Unmarried people are now at a disadvantage with no loophole. If we tell people who are willing to volunteer that we don't want their help anymore after 3 years, we are going to lose valuable volunteers. We should accept help from all volunteers with no time limit.

Your Association Manager, Amy Telnes recommends and approves of this amendment which will make her job easier and help keep her costs down. Amy has looked after the best interest of this complex and all the owners for over a decade, and she believes this is the right thing to do at this point in time for the health and stability of the Preserve at Kiowa Norte Condo Association. Amy Telnes can be reached for questions at (928) 505-1120.

To amend, or change the By-Laws, the Members must approve or disprove the proposed change with the enclosed ballot.

ABSENTEE BALLOTS need to be received by the Association **NO LATER THAN 12:00 P.M. on MARCH 19TH, 2018** to be counted. Please mail your ballot in **TODAY** in the self addressed and stamped envelope provided.

HAND DELIVERED BALLOTS will be accepted at the March 19th, 2018 Special Meeting at 12:00 P.M. **by those in attendance only.**

3.

FEE# 2012047448

OFFICIAL RECORDS
OF MOHAVE COUNTY
CAROL MEIER,
COUNTY RECORDER



09/11/2012 02:24 PM Fee: \$10.00

PAGE: 1 of 3

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**2nd Amendment of The By-Laws
BOARD MEMBER TERM LIMITS**

Whereas, Article VIII, Section 2. ELECTION, of the By-Laws was originally written: The term of the Directors named in the Articles of Incorporation shall be until the first annual meeting of the Members, or, if the Association is still under Declarent's control, until their successors are duly chosen and qualify. At the expiration of the initial terms of office of each Director, his/her successor shall be elected to service for a One (1) year term. The Directors shall hold office until their successors have been elected and hold their first meeting, and, thereafter, the Directors shall be elected at the annual meeting of the Members to be held each year.

Whereas, it is deemed to be in the best interest of the Preserve at Kiowa Norte Homeowner's Association, Inc. to amend the above provision.

Resolved, by a vote of twenty-five percent (25%) or more of the Members, that Article VIII, Section 2. ELECTION, of the By-Laws be hereby amended to include Board Member term limits and be amended to read as follows:


The term of the Directors named in the Articles of Incorporation shall be until the first annual meeting of the Members, or, if the Association is still under Declarent's control, until their successors are duly chosen and qualify. At the expiration of the initial terms of office of each Director, his/her successor shall be elected to service for a One (1) year term, **LIMITED TO A MAXIMUM OF THREE (3) CONSECUTIVE YEARS, WITH A ONE (1) YEAR BREAK BEFORE BEING ELIGILE FOR RE-ELECTION, BEGINNING WITH THE OFFICERS ELECTED AT THE 2012 ANNUAL MEETING.** The Directors shall hold office until their successors have been elected and hold their first meeting, and, thereafter, the Directors shall be elected at the annual meeting of the Members to be held each year.

**CERTIFICATE
OF
AMENDED BY-LAWS**

I, Jeannine Horner, the Secretary of The Preserve at Kiowa Norte Homeowner's Association Inc., an Arizona non-profit corporation, hereby certify:

The foregoing By-Laws comprising of the original 26 pages, the First Amendment, and the Second Amendment, is a true and correct copy of the By-Laws of The Preserve at Kiowa Norte Homeowner's Association, Inc., as amended or as otherwise altered to date.

Date: 9/4/2012



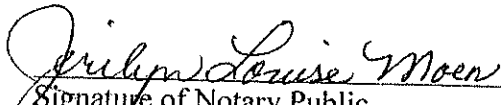
Jeannine Horner, Secretary
The Preserve at Kiowa Norte
Homeowner's Association, Inc.

Notary Acknowledgement of Signature

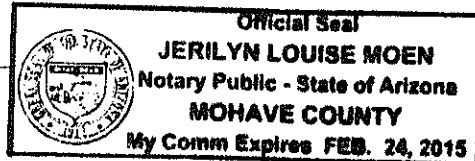
State of Arizona

County of: Mohave

The foregoing instrument was acknowledged before me on this 4th day of September, 2012 by Jeannine Horner.



Signature of Notary Public



My Commission Expires: Feb 24, 2015

EXHIBIT "A"

Units 101,102,103,104,201,202,203 and 204 Building # 1, Units 105,106,205 and 206 Building # 2, Units 107,108,109,110,111,208 209,210 and 211 Building # 3, Units 112,113,114,212,213 and 214 Building # 4, Units 115,116,117,118,215,216,217 and 218 Building # 5, Units 119,120,219 and 220 Building # 6, Units 121,122,221 and 222 Building # 7, Units 123,124,125,126,127,224,225,226 and 227 Building # 8, Units 128,129,228 and 229 Building # 9, Units 130,131,230 and 231 Building # 10, Units 132,133,134,135,136,233,234,235 and 236 Building # 11 and Units 137,138,237 and 238 Building # 12, all in THE PRESERVE AT KIOWA NORTE, according to the official plat recorded March 3, 2003 as Reception No. 2003-16453, being a division of lots 2-9 and 11-13, Block 10, Tract 2192, Lake Havasu City, Arizona according to the plat of record in the office of the County Recorder of Mohave County, Arizona recorded November 7, 1968 at Fee No. 51211

EXCEPT an undivided 1/16th of all oil, gases, and other hydrocarbon substances, coal or stone, metals, minerals, fossils, and fertilizer of every name and description, together with all uranium, thorium, or any other material which is or may be determined by the laws of the United States, the State of Arizona, or decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved by the State of Arizona, in Section 37-231, Arizona Revised Statutes, and in patent of record; and

EXCEPT all oil, gas, coal, and minerals whatsoever already found or which may hereafter be found in or under said land, and all underground water in, under, or flowing through said land, and water rights appurtenant thereto as reserved in instrument recorded in Book 498 of Official Records, Page 117 (Lot 5), in Book 278 of Deeds, Page 250 (Lot 3), in Book 325 of Official Records, Page 654 (Lot 9), and in Book 216 of Official Records, Page 44 (Lot 13); and

EXCEPT all oil, gases, and other hydrocarbon substances, coal, stone, metals, minerals, fossils and fertilizers of every name and description, together with all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, and except all underground water in, under or flowing through said land, with water rights appurtenant thereto, as set forth in instrument recorded in Book 1775 of Official Records, Page 281 (Lot 2), in Book 1058 of Official Records, Pages 388 and 389 (Lot 3), in Book 3494 of Official Records, Page 412 (Lot 4), in Book 840 of Official Records, Page 319 (Lot 6), in Book 1750 of Official Records, Page 464 (Lot 7), in Book 1674 of Official Records, Pages 294 and 296 (Lot 11), and in Book 1610 of Official Records, Page 555 (Lot 12).

AND AS SHOWN ON ATTACHED PLAT RECORDED MARCH 31, 2003 AT RECEPTION NO. 2003-2461.

B: 7341 P: 717

OFFICIAL RECORDS
OF MOHAVE COUNTY
JOAN MCCALL,
COUNTY RECORDER



11/04/2008 01:19 PM Fee: \$14.00
DOC TYPE: AMN
PAID BY: THE PRESERVE AT KIOWA NORTE

When Recorded
Return To:
The Preserve at Kiowa Norte
2212 N. Kiowa, Unit 239
Lake Havasu City, AZ 86403

**BYLAW AMENDMENT AND RESOLUTION OF MEMBERS
THE PRESERVE AT KIOWA NORTE HOME OWNERS ASSOCIATION**

Whereas, Article XII, Page 23 of the By-Laws of The Preserve at Kiowa Norte Home Owners Association, provides as follows:

"Treasurer

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

Whereas, it is deemed to be in the best interest of The Preserve Home Owners Association to amend the above-quoted By-Laws provision in order to better facilitate the required duties of the Treasurer.

Resolved by a vote of twenty-five (25%) or more of the Members, that Article XII, Page 23 of the By-Laws of The Preserve at Kiowa Norte Home Owners Association be and hereby amended to read as follows:

"Treasurer

The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account;

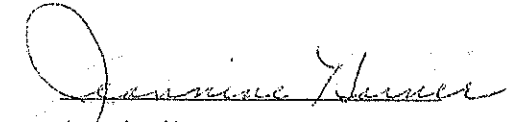
cause an annual review or compilation of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members."

CERTIFICATE
OF
AMENDED BY-LAWS

I, Jeannine Horner, the Secretary of The Preserve at Kiowa Norte Home Owner's Association, Inc., an Arizona non-profit corporation, hereby certify:

The foregoing By-Laws comprising of 26 pages, is a true and correct copy of the By-Laws of The Preserve at Kiowa Norte Home Owners Association, as amended or as otherwise altered to date. The By-Laws in effect at present are the same as those amended or otherwise altered to date by The Preserve at Kiowa Norte Homeowner's Association, Inc.

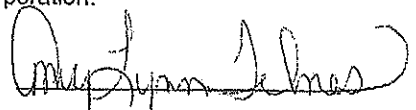
Dated: 11/3/08


Jeannine Horner, Secretary
The Preserve at Kiowa Norte
Home Owner Association, Inc.

State of Arizona
County of Mohave

The foregoing instrument was acknowledged before me this 3 day of November, 2008 by JEANNINE HORNER, Secretary of The Preserve at Kiowa Norte Home Owner's Association, Inc., an Arizona non-profit corporation, on behalf of the corporation.




Notary Public
My commission expires: 8-3-2010