



# **Rules & Regulations**

**THE PRESERVE AT KIOWA NORTE CONDOMINIUM OWNERS ASSOCIATION**  
**2212 N. Kiowa Blvd., Lake Havasu City, AZ.**  
**RULES AND REGULATIONS**  
**Revised June 16<sup>th</sup>, 2022**

**CLUBHOUSE**

Any Owner wishing to use the Clubhouse for any purpose shall obtain permission from the Community Manager one week in advance. After using, the Owner will be responsible for disposal of all trash and cleanup. When leaving the clubhouse turn off all lights and ceiling fans and lock the doors when you leave. Owners will be responsible for any damage incurred by owners, tenants or guests.

NO wet clothing or swimwear will be allowed in the Clubhouse or in the Exercise Room, other than use of the Restrooms.

DO NOT dispose of any soiled diapers in any receptacle in the clubhouse. If it is necessary to dispose of any diapers, please put them in outside containers. The clubhouse is not maintained on a daily basis.

Smoking is prohibited inside the clubhouse All City, County, State, and Federal Laws must be followed regarding the distance you may smoke outside of the clubhouse entrances.

**POOL AND SPA**

**\*\*\*USE TRASH CANS AND RECEPTACLES PLEASE\*\*\*** Remember this facility belongs to all of the OWNERS.

SMOKING IS PROHIBITED IN THE POOL AREA.

ANIMALS ARE PROHIBITED INSIDE THE POOL GATES

HOURS will be 7 AM to 10 PM. Summer hours will be until 11 PM.

Incontinent persons, at any age, paying special attention to young children, shall be required to wear watertight type material plastic or rubber undergarments. Use of street clothes will be prohibited. Only swimwear is allowed.

No children under the age of 16 will be permitted to use the facilities unless accompanied by an adult Owner or Renter. All gates are to remain locked at all times, along with entry to the clubhouse.

ONLY PLASTIC ware may be taken into the pool and spa area.

Radios and stereos shall be used with discretion. Please turn off completely at 10 PM.

Running, diving or loud and obnoxious behavior at any time is NOT ALLOWED.



Rafts, floats or other water toys shall not remain in the pool area when not in use and shall be used with another guests' comfort in mind.

No electrical appliances will be allowed. No foreign substance or matter may be added to the pool or spa and no metal objects of any type are allowed in the pool.

The barbeque grills and the picnic area must be cleaned after use. The grills must also be turned off when cooking is completed.

#### **ANIMALS: Dogs and Other Household Pets**

A maximum of two (2) household pets may be kept per condominium unit. **All Pets must be PRE-APPROVED by the Board and proof of vaccination must be provided to the Board prior to residing in or visiting a unit.** Pets must be kept on a leash that does not exceed six (6) feet in length at all times when in the common areas. Pets are only allowed to relieve themselves in the 2 designated areas located at building M and in the rocked area around the lower west side dumpster. Pet droppings must be picked up immediately, bagged, and disposed of in a dumpster. Pets are not allowed to relieve themselves outside the front gate or in the landscaping along Kiowa Blvd. & Sandwood Drive. The Board has the right to revoke Pet privileges if the Dog and other Household Pet rules are not followed. **DOGS AND OTHER HOUSEHOLD PETS ARE PROHIBITED INSIDE THE POOL GATES AND PROHIBITED FROM THE CLUBHOUSE.** If a pet disturbs other residents, the Board of Directors will give notice to the Owner that such annoyance be discontinued or permission to keep the pet(s) will be revoked.

#### **PARKING**

One parking space will be available for each two-bedroom unit and each one-bedroom unit. NO RV's, boats, trailers or commercial vehicles are permitted without written authorization. Inoperable vehicles are to be towed away. NO washing of vehicles or repairs shall be made upon the property with the exception of emergency repairs. All access areas and walkways must be kept clear. Vehicles must be parked in designated parking spaces. Guest spaces shall be left open for Guest use. Residents shall not have more vehicles than their designated parking will allow. If a Resident has an extra vehicle or a valid reason for not parking in their garage or their designated parking space, the resident must get pre-approved from the Board of Directors to use a Guest space on a continual and regular basis.

#### **WALKWAYS**

No parking of any vehicles on walkways. Scooters, skateboards, rollerblading or bicycle riding is NOT allowed on any walkway. Keep the walking areas clear.

#### **UNPAID MONTHLY ASSESSMENTS**

Monthly assessments are due on the 25<sup>th</sup> of the month billed. Any monthly assessment not paid by the 25<sup>th</sup> of the month billed will be subject to the provisions outlined in the Late Payment Policy.



## **TRASH**

All trash shall be placed in tied bags and placed in the dumpsters immediately. All boxes should be broken down and flattened for the convenience of others using the dumpsters. Receptacles located around the pool and clubhouse are for common area trash ONLY.

DO NOT throw trash over the walls surrounding the trash receptacles. Open the gate and lift the lid of the receptacle to dispose of your trash. Close the gates securely after disposing of trash in the dumpsters.

## **LEASE/RENTAL AGREEMENTS**

Condominium units shall not be rented/leased by the Owner for any period less than THIRTY (30) days. Notice must be given to the Community Manager of the Owner's Association in the form of the Rental Information Sheet within 48 hours prior to a new tenant moving in after any lease/rental agreement is executed. Code Activation may take up to 48 hours during business days – please preplan all gate changes prior to your tenant moving in.

## **SIGNS**

No sign whatsoever (including, but not limited to; commercial, political and similar signs) which are visible from neighboring property shall be erected or maintained on any property.

## **EXTERNAL APPEARANCE OF UNITS**

No reflective materials (such as aluminum foil) is allowed on windows. Shades in harmony with the overall architectural design and colors must be maintained in window coverings. Patios are to be furnished with normal patio furnishings and shall not be used for storage of bicycles, etc. Any other outdoor furnishings or fixtures (such as screen doors, security type doors or satellite dishes visible from neighboring property) are with the approval of the Board of Directors.

## **INSURANCE**

Unit owners shall purchase an insurance policy that covers personal property, liability, and the master policy deductible. Each owner is subject to the Board Resolution recorded on February 15<sup>th</sup>, 2008 for rules covering payment of the insurance deductible and costs of damage not covered by insurance.

## **UNIT OWNER RESPONSIBILITIES FOR A VACANT UNIT**

If a condominium unit is left vacant for more than three (3) days, the owner shall shut the water off to the condominium unit. If an owner leaves a condominium unit vacant more than one (1) week, the owner shall have a person perform weekly inspections of the condominium unit to ensure that no water leaks or other damage has occurred to the condominium unit.

## **PRESERVE RV/BOAT GARAGE OWNERS**

Use of the RV and Boat Garage Area is exclusively for RV and Boat Garage Owners listed on the Garage Deed and subject to paying an additional monthly assessment for their use of that area.

ALL RV's and boats must enter and exit by the rear gates.

Washing of boats and RV's will be allowed in the Garage area only by the owners of the garages. Washing of other vehicles by garage owners or condominium owners is prohibited.

No animals, whether fowl, poultry, livestock or domestic shall be allowed to reside or be maintained in any Garage condominium unit.

Hosing and cleaning inside RV Garages is prohibited. Boats, RV's, etc. will be washed outside of the garages only.



**The Preserve at Kiowa Norte  
Gate Rules & Regulations  
Adopted 1/1/08**

Each owner will be allowed (1) 4 digit entry code, one phone number listed in the gate directory, and will be allowed to purchase a reasonable amount of gate remotes. Board approval will be required for the purchase and activity in excess of 4 remotes per condo. A second 4 digit entry may be requested in instances where a condo is rented and the owner and the tenant require 2 separate codes. This would require board approval.

The 4 digit code is for occupant and owner use only. This code is not allowed to be given out to guests, acquaintances, delivery personnel, invitees, etc. It is specifically for the use of the condo occupant and condo owner only.

The Community Manager has the ability to open and close the main front gate with a key. If any owner or occupant is expecting a large number of guests, several deliveries, or a single large delivery, a request should be made to the Community Manager to have the gate remain open for a specified period of time. If it is brought to the attention of the Community Manager that a code, remote, or any other improper gate entry is being used by an owner, occupant, guest, or unauthorized person, the following action will take place:

- 1) **First Offense:** The code, phone number, or remote will be immediately erased from the system. The owner or occupant of the condo will need to meet with the Community Manager to reiterate the Gate Rules and Regulations to make sure they are fully understood. A new code will be issued, the phone number MAY be allowed to be reentered into the system if it is reasonable to assume safety and security of the complex is not in jeopardy, and the purchase of a new gate remote will be allowed. The OWNER of the condo, regardless if a tenant or guest has created the first offense, WILL BE responsible for paying for the remote cost. There will be no fine for the first offense, only a written warning.
- 2) **Second Offense:** \$50.00 Fine. The 2<sup>nd</sup> issued code, phone number, or remote will be immediately erased from the system. The owner or the tenant will be given the only option of remote entry to the gate. The OWNER of the condo, regardless if a tenant or guest has created the 2<sup>nd</sup> offense, WILL BE responsible for paying the remote cost.
- 3) **Third Offense:** \$100.00 Fine: At the discretion of the Community Manager, and / or the Board, additional remotes may be issued at the expense of the condo owner. After the 3<sup>rd</sup> offense, it may be determined that the security and safety of the complex has been compromised to such an extreme, that the matter may be turned over to the Association's Law Firm to handle. All legal fees as a result WILL BE the responsibility of the condo owner to pay.

**The Preserve HOA reserves the right to restrict gate access of owners and their guests if the Rules and Regulations relating to the gate use are not followed, and the security of the complex is compromised. Unauthorized use of another owner or resident code is PROHIBITED and is a violation of the Gate Rules. Attempting to enter random codes to gain access is PROHIBITED and is a violation of the Gate Rules.**

Each **OWNER** will have the right to protest or petition the board at a regular scheduled board meeting if they disagree with the removal of codes, phone numbers, and remotes.



The Preserve at Kiowa Norte  
Home Owner's Association

**Fine Schedule**

Adopted 1/1/08

The following fines will be imposed on any owner found to have violated The Declaration, Bylaws, CC&R's, Rules and Regulations, and Gate Rules

**FIRST OFFENSE:** WRITTEN WARNING

**SECOND OFFENSE:** \$50.00 FINE

**THIRD OFFENSE:** \$100.00 FINE

**EACH OFFENSE OCCURRING AFTER THE THIRD WILL BE DOUBLED  
FROM THE PREVIOUS FINE INDEFINITELY**

The condominium owner **IS RESPONSIBLE** for compliance by Owner's agent, tenant, guest, invitee, lessee, etc. per Article XIII, section 15, pages 47 & 48 of the Declaration/CC&R's, therefore, owners failure to insure compliance by said persons will result in the fine being the **sole responsibility of the condominium owner.**

Fines must be paid within the same terms as any other assessment. Fines not paid within the 30 days after the due date will be subject to interest, liens, and loss of the use of the common area as stated in Article VI, Section 7, Page 29 of the Declaration/CC&R's.

**THE PRESERVE AT KIOWA NORTE HOMEOWNER'S ASSOCIATION, INC.**

**LATE PAYMENT POLICY**

Assessments are due on the first of each month.

Assessments are deemed late if not received by the 25<sup>th</sup> of the month billed, and subject to a \$25.00 per month late fee until paid.

Immediately upon the second consecutive monthly assessment payment being late:

- The Unit Owner shall have all voting rights suspended until the account is no longer delinquent.
- The Association will mail a final demand for payment letter to the Unit Owner's address of record via certified mail and standard first class mail. Each Unit Owner shall be charged the actual cost for the certified mail fee.
- If the Unit Owner fails to respond or bring their account current after receipt of the final demand letter and time frame specified within, the Board of Directors shall pursue all appropriate and legal means to collect the delinquency. All Attorney and collection fees shall be added to the Delinquent Lot Owners account. **\$350.00** will be charged for the First Demand Letter from the Attorney's office.

The Association will, in most cases, and when appropriate, and at the Board's discretion, pursue personal money judgments and foreclosure lawsuits as the primary means to collect delinquent assessments.





2212 N. Kiowa Blvd., Unit 239  
Lake Havasu City, AZ 86403  
Office: (928) 505-1120  
Email: amy@atmshoa.com

## BUILDING EXTERIOR ADDITIONS, MODIFICATIONS, & ALTERATIONS REQUEST FORM

DATE: \_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

OWNER  
NAME: \_\_\_\_\_

DETAIL SCOPE OF REQUEST:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACH DETAIL OF PARTS / MATERIALS QUOTE AND CONTRACTORS BID  
BE SPECIFIC BY STATING BRAND, MAKE, MODEL, COLOR, SIZE, ETC.  
CONTRACTORS MUST HAVE A VALID STATE LICENSE AND PROVIDE AN  
INSURANCE CERTIFICATE NAMING THE PRESERVE HOA AS ADDITIONAL  
INSURED.

DATE OF MEETING TO PRESENT TO  
BOARD: \_\_\_\_\_

APPROVED  
BY: \_\_\_\_\_  
PRINT NAME & TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



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EFFECTIVE NOVEMBER 7<sup>TH</sup>, 2009 THE PRESERVE BOARD OF DIRECTORS IS NOTIFYING ALL UNIT OWNERS OF THE ENFORCE MENT OF:

## **ARTICLE IX ARCHITECTURAL CONTROL**

**ARCHITECTURAL APPROVAL.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Board.

THEREFORE, ALL EXISTING AND FUTURE EXTERIOR ADDITIONS, ALTERATIONS, OR MODIFIATIONS MUST BE SUBMITTED TO THE BOARD FOR APPROVAL IN THE FOLLOWING STEPS:

- 1) FILL OUT THE APPROPRIATE APPROVED FORM TO BEGIN YOUR REQUEST. TURN IN THE FORM TO THE COMMUNITY MANAGER.
- 2) ATTEND THE NEXT BOARD MEETING SCHEUDLED FOLLOWING THE REQUEST DATE TO ANSWER QUESTIONS OF THE BOARD & SUBMIT PICTURES TO THE BOARD REGARDNG YOUR REQUEST. IF YOU CANNOT BE PRESENT TO ATTEND A BOARD MEETING, YOU MAY REQUEST THAT THE COMMUNITY MANAGER SUBMIT YOUR REQUEST TO THE BOARD ON YOUR BEHALF.
- 3) THE BOARD WILL THEN VOTE ON WHETHER OR NOT TO APPROVE AND ALLOW YOUR REQUEST. IN ALL CASES A MAJORITY OF 3 BOARD MEMBER APPROVAL VOTES MUST BE OBTAINED.
- 4) IF APPROVED, THE ASSOCIATION SECRETARY WILL SIGN AND RETURN THE REQUEST FORM TO EACH REQUESTOR ALONG WITH ATTACHING THE



MEETING MINUTES WHERE THE APPROVAL WAS OBTAINED. THE ASSOCIATION SECRETARY AND COMMUNITY MANAGER WILL RETAIN COPIES OF THE APPROVAL. A UNIT OWNER MAY ONLY BEGIN ADDITIONS, MODIFICATIONS AND ALTERATION AFTER WRITTEN APPROVAL IS IN HAND.

- 5) IF THE REQUEST IS DENIED THE UNIT OWNER WILL BE ADVISED IN WRITING, AND ANY ADDITION, MODIFICATION AND ALTERATION MADE WITHOUT THE WRITTEN BOARD APPROVAL WILL BE IN VIOLATION OF THE DECLARATION AND SUBJECT TO FINES AND ATTORNEY FEES UNTIL CORRECTED.

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IF A UNIT OWNER FAILS TO OBTAIN BOARD APPROVAL FOR, MODIFICATIONS AND ALTERATION, THE FOLLOWING STEPS WILL BE TAKEN BY THE ASSOCIATION:

- 1) WRITTEN NOTICE OF THE VIOLATION WILL BE SENT TO THE UNIT OWNER. IF THE ASSOCIATION DESIRES TO SEND NOTICE VIA CERTIFIED MAIL OR BY CONSTABLE SERVICE, THEN THE UNIT OWNER WILL BE RESPONSIBLE TO REIMBURSE THE ASSOCIATION FOR ALL FEES.
- 2) THE UNIT OWNER WILL HAVE 10 DAYS FROM RECEIPT OF THE LETTER TO EITHER CORRECT THE VIOLATION BY PROPERLY REMOVING AND RESTORING ANY AREA THAT WAS MODIFIED, ALTERED, OR TO PROPERLY SUBMIT THE APPROVED REQUEST FORM AND FOLLOW THE PROPER STEPS TO PETITION THE BOARD FOR APPROVAL.
- 3) IF THE UNIT OWNER FAILS TO RESPOND WITHIN 10 DAYS OF RECEIVING THE NOTICE THE ASSOCIATION WILL HAVE THE CHOICE TO EITHER HIRE AN APPROPRIATE CONTRACTOR TO RESTORE THE COMMON AREAS AND THE LIMITED COMMON AREAS TO ORIGINAL CONDITION OR HIRE AN ATTORNEY TO ASSIST IN DEMANDS THAT THE UNIT OWNER RESTORE THE COMMON AREAS AND THE LIMITED COMMON AREAS TO ORIGINAL CONDITION. ALL COSTS AND FEES WILL BE THE SOLE RESPONSIBILITY OF THE UNIT OWNER.