

# **RULES AND RESOLUTIONS FOR**

## **HAVASU GARDEN ASSOCIATION, INC.**

500 N Lake Havasu Ave. Suite A104

Lake Havasu City, AZ 86403

928-505-1120

### **ARCHITECTURAL COMMITTEE**

1. The Architectural Committee may consist of one (1) Board member plus two (2) or more additional members of the Association. Two (2) or more constitutes a quorum.
2. The individual members of the Committee shall be appointed by a majority vote of the Board of Directors and shall serve until resignation or removal by the Board.
3. The Committee shall adopt reasonable rules and regulations covering the conduct of its proceedings as well as any that are required for the Committee to carry out its duties.
4. It shall be the responsibility of the Architectural Committee to enforce Architectural Standards that are adopted by the Board of Directors and/or as specified in the Association's governing documents.

### **ARCHITECTURAL RULES**

It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted, remain pursuant to the terms of the Declaration (CC&R's), to adopt Architectural Rules and carry out all other duties imposed upon it by the Project Documents.

1. The Architectural Committee recognizes two (2) important goals in adopting standards:
  - a. To preserve and protect the value of the common property by regulating the usage of it.
  - b. To provide and enforce reasonable rules that affect the private property of the Owners of the Association.
2. Architectural Permits – all improvements and changes to Lots or structures require prior written application to the Architectural Committee. Forms are available online, [havasugardenassociation.com](http://havasugardenassociation.com) or through the Committee. In addition, owners are advised that Lot improvements and changes generally require a Mohave County Building Permit and it is the responsibility of the Owner to obtain any permit.
3. Exemption from the Architectural Permit – Only the board upon request by the Architectural Committee may make this determination and it is required that the Owner submit his request in writing. If the work is in the form of a repair or maintenance, the Permit required is waived.
4. Violations – The committee is instructed to follow Demand for Abatement, and/or Notice of Non-Compliance and Notice of Action procedures as itemized in Resolution 06-13.
  - a. The Notice of Action letter shall include itemized actions that the Association may require the owner to perform to correct the unapproved condition or actions. Failure to make these corrective actions may be the basis for a fine to be applied against the Owner's account.
  - b. An Owner is fully responsible for acts committed by any contractor or volunteer person involved in their employ.
  - c. Public safety agencies may be notified – including, but not limited to, the fire department, building department and/or the local law enforcement.

5. Right of Way (ROW)
  - a. Blocking or impeding traffic access of any right-of-way is prohibited.
  - b. Infringing – failing to adhere to the specified passage distance through the ROW. Generally, this is equal to eight (8) feet inside the rear property line. It is the responsibility of the property Owner to maintain the ROW surface.
6. Unacceptable Conditions
  - a. Dangerous Condition – a condition likely to cause personal injury or harm.
  - b. Fire Hazard – a condition that inherently promotes fire danger
  - c. Structural Hazard – exists when structure failure would likely cause injury or harm.
7. Lot Conditions –
  - a. Carports and Lots containing storage piles are not permitted. Generally, carports are openly visible from the street and are intended for vehicle parking. Some miscellaneous storage at the rear of the carport may be acceptable, but if the carport is used as a mini-storage area it may constitute a fire hazard and is unsightly.
  - b. Parking/Storage of inoperable, unregistered vehicles or trailers is not permitted. The owner will be contacted by the Architectural Committee to establish a reasonable timeframe for repairing, registering, or removal.
  - c. As stated in Mohave County Ordinances, only six (6) currently licensed, operable vehicles may be parked on any lot.
  - d. Parking or storage of inoperable vehicles, boats or trailers is NOT permitted in the front yard of any property. Legally licensed vehicles may be parked overnight only.
  - e. Living in an RV, a motorhome, or a travel trailer of any type on any lot is permitted for a period of two weeks ONLY.
  - f. Accumulation of Trash – All trash must be kept in covered containers pending removal.
  - g. Dead Plants and Landscape Debris – plant trimmings or dead plants are considered trash and can be a fire hazard. All landscape debris should be removed from the front and rear in a reasonable timeframe. Alleyways are the responsibility of the Owner to be kept free of debris or storage.
  - h. Architectural display items, such as old wagon wheels, deliberately installed for aesthetic effect are exempt from architectural concern.

### **RECREATIONAL AREA RULES**

Recreational Area includes Pool area and Exercise room. These facilities are subject to closure for repairs, maintenance and service without notice.

1. Recreational Area: Opens at 5:00 am and must be vacated by 10:00 pm daily.
2. Gates are to remain closed at all times.
3. All facilities are to be used at users' own risk.
4. ONLY proper swimming attire is permitted in the pool.
  - a. Inappropriate attire, including, but not limited to long pants, socks, cut-offs, and t-shirts, is NOT permitted.
  - b. Long hair must be tied back and tied up.
5. No glass containers of any form in or around the facilities (e.g. smoking area, pool, etc.).
6. No sun tan lotion or other skin preparations are to be used immediately prior to entering the pool.

7. No diving, running, jumping, dunking, splashing, "horseplay", fighting or dangerous conduct, at any time, and/or disturbing behavior allowed in or around the facilities.
8. No pets allowed in any of the facilities (i.e. pool, clubhouse, etc.).
9. **CHILDREN UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY AN ADULT RESIDENT** in the recreational and pool area.
10. Owners and/or Renters are allowed to use the recreational area when in possession of an appropriate key-card. Owners must accompany any guest into the recreational area, per CC&R's, Paragraph 55.
11. No smoking in pool area.
12. Children under the age of 4 must wear "Little Swimmers".
13. Showering is mandatory prior to entering the pool.

MANAGEMENT RESERVES THE RIGHT TO REGULATE THE FACILITIES IN THE BEST INTERESTS OF THE COMMUNITY AND TO REFUSE ADMITTANCE TO ANY PERSON FAILING TO COMPLY WITH THE ABOVE RULES AND REGULATIONS.

### **CLUBHOUSE RULES**

1. Clubhouse may be reserved for special events by members or the general public. A fee schedule for the general public is established by the Board.
2. No animals in the Clubhouse.
3. All children under the age of 16 must be accompanied by an adult.

## **NO DUMPING ON ANY COMMON PROPERTY IS ALLOWED.**

### **HOMEOWNERS DUES**

1. Dues shall be per the budget adopted by the Board annually per CC&R Sections 30 & 31.
2. All Dues are billed quarterly and payable upon receipt.
3. Dues are considered late if payment is not received by the Association 15 days prior to the end of the quarter.
4. Per ARS §33-1803 and the CC&R's, late charges will be applied for each quarter and are applied on the 16<sup>th</sup> day of March, June, September, and December. Late payments collected shall be deposited in the Association's operating account.
5. Any checks tendered to the Association and rejected by the bank for any reason will incur a charge to be posted to the Owner's Account.

### **LEGAL ACTION FOR NON-PAYMENT**

1. Any Assessments, or any installments of an Assessment, which are not paid within fifteen (15) days after the Assessment first becomes due shall be deemed delinquent and shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum.
2. Upon the "second" consecutive payment being late (see Resolution 03-1 for definition), the property of the lot Owner is entered into the Lien Process including a Demand for Payment letter sent to the Owner of the property. If the delinquency continues ten (10) days following the date of the Demand for Payment letter, the Board of Directors shall act to record a lien on the property.

3. A charge is to be added to the delinquent Owner's account to cover any and all legal fees. All applicable Mohave County Recorder's Office filing fees will also be charged to the Owner account;
4. With continued delinquency, the Board of Directors and/or attorney is instructed to pursue foreclosure or personal judgment.
5. It shall be the Board of Director's responsibility to make sure that all reasonable costs and attorney's fees are paid by the Owner/member and are to be added to the Owner/member's statement prior to releasing the lien and/or settling the foreclosure or judgment.
6. Late fee charges collected shall be deposited in the Association's operating account.

#### **NOTIFICATION OF SALE AND TRANSFER FEE**

1. The Owner selling and/or transferring ownership shall immediately notify the Association of the pending sale or transfer.
2. The Owner shall also advise the name, address and phone number of the firm handling the escrow and/or title transfer.
3. There shall be a transfer fee paid to the Association and it shall be deposited in the Association's operating account.
4. There shall be a disclosure fee assessed to any new homeowner.
5. An amount equivalent to one (1) payment period's Association dues shall be paid in advance by the new Owner.

#### **RESERVE FUND**

1. The intent of the Reserve Fund is to collect funds on a gradual basis to fund the predictable expenses of periodic maintenance, repair or replacement, so as to eliminate and/or reduce the amount of any special assessments.
2. The only items to be funded by the Reserve Fund for common elements are as follows:
  - a. Clubhouse building, interiors, HV/AC – Major Repairs/Replacement
  - b. Painting – Building
  - c. Pool and Pool Equipment – Major Repair/Replacement
  - d. Walls/Fences – Major Repair/Replacement
  - e. Pool Furniture – Major Repair/Replacement
  - f. Barbecues – Major Repair/Replacement
  - g. Parks Equipment (including equipment for the exercise room) – Major Repair/Replacement
  - h. Landscape – Replacement
3. The Board of Directors is hereby instructed to deposit a pro rata share of the dues collected (based on Adopted Budget) into the Reserve Fund on a quarterly basis.
4. If year-end funds permit, the Board may transfer funds from the Operating Account into the Reserve Account.
5. Any expenditure from the Reserve Fund must be approved by a majority of the Board of Directors.

#### **BALLOT DISTRIBUTION AND VALIDATION**

Per the Association's governing documents, members may vote at Association meetings via ballot, providing the Owner is in good standing as defined in the Association's CC&R's and Bylaws. "Good Standing" means

the Owner is current in payment of all annual and special assessments and has not had the voting rights suspended for infraction of rules and regulations. To define the procedure to be used for distribution and validation of ballots, the Board of Directors has resolved that:

1. Prior to any meeting, the Association will mail an official pre-printed Association ballot to each Owner – one ballot for each unit owned.
2. Ballots must be returned to the Managing Company prior to the date listed in the official meeting notice.
3. Only official pre-printed Association ballots will be counted. Copied ballots and/or letters will not be accepted.
4. The Management Company shall review each ballot submitted prior to the meeting and shall rule on each as being valid or invalid.
5. Ballots may be taken to the meeting and submitted to the Management Company representative prior to the start of the meeting to be counted.

A homeowner's right to vote shall be suspended for lack of payment of any Association assessment.

### **RECORDS**

Per the Association's governing documents, members may inspect books, records and papers of the Association, as follows:

1. Inspection shall be done at the Management Company's offices.
2. Owners requesting inspection shall give advance notice (per A.R.S. § 10-11602) of their desire for inspection and which files they wish to review.
3. The Management Company shall set an appointment time during business hours.
4. The Owner shall have up to thirty (30) minutes for said inspection.
5. For inspections exceeding thirty (30) minutes, an hourly charge shall be applied.
6. Copies may be obtained from the Management Company for a nominal fee.
7. There shall be no cost to the Association for this service.

### **SPECIAL ASSESSMENTS**

Per the Association's governing documents, the Board of Directors may establish Board Resolutions (which may include levying of Special Assessments).

1. Any request to delete, reduce or waive any assessment shall be in writing directed to the Board of Directors.
2. Upon receipt of such request, the Board will consider same at the next regularly scheduled meeting.
3. Any decision shall be decided by a majority vote of the Board.
4. Should a member of the Board or the Association attorney negotiate a settlement involving a lawsuit, bankruptcy or foreclosure, the Board member or attorney may waive said assessment.
5. If it is determined the Board (or Management Company) has made a clerical billing error, the Board is authorized to make any correction required.