



South Point Homeowners Association | 3210 Sweetwater Avenue, #307 | Lake Havasu, AZ 86406
southpoint.condos | president@southpoint.condos

RULES AND REGULATIONS

The following rules and regulations were adopted on 04/08/2023 by the elected board of directors. After carefully reviewing all previous rules and regulations, bylaws, and CC&Rs, these rules have been enacted adequately through voting by the board of directors, as required by the bylaws.

I. Architectural Standards and Requirements

- A. In lieu of an Architectural Control Committee, the Board of Directors will have the power and authority on behalf of the association to enforce the Architectural Standards set by the Board of Directors. It will have exclusive jurisdiction and approval on any additions, changes, alterations, and modifications to the condos.
- B. Any and all changes as mentioned above shall be presented to the board of directors for their review and approval or disapproval within 30 days of presentation.
- C. Aesthetics
 - 1. Exterior Paint and Materials
 - a) No owner or occupant shall change the color or materials of the exterior walls, doors, or windows unless otherwise mentioned in these rules and regulations.
 - b) This rule does not apply to the repair or replacement of materials or paint so long as the repair or replacement is consistent with the look and texture of the original materials.
 - 2. Exterior Blinds on Patios
 - a) Will be mounted so that the blind is lower on the inside of the patio.
 - b) Color should match as closely as possible the color of the building
 - c) Blinds are to be of woven fabric-no bamboo or plastic.
 - 3. Antennas
 - a) Satellite dish antennas are to be mounted on the patio and must:
 - (1) Be mounted appropriately so as not to cause any damage, leaking, or interference with other antennas.
 - (2) Be installed and maintained at the owner's expense.

- b) Any local, state, or federal laws supersede these rules and regulations and will take precedence.
4. Screen Doors
- a) Security-type screen doors are the only permissible screen doors allowed on the condo's front door. The color must be as close to possible as the color of the building.
 - b) Retractable or “invisible” screen doors are permissible on the rear patio doors. The frame and mesh shall match as close as possible to the color of the building.
5. Windows
- a) Upgraded or replacement windows may be installed at the owner’s expense, but they must retain the uniformity of the windows throughout the complex.
 - (1) The windows must have grids that match as close as possible to the color of the original window’s grids.
 - (2) A larger border is acceptable, as this is common practice with retrofit windows. Care should be taken to have the larger border come as close as possible to the original size border.
6. Hanging of Items
- a) No items can be affixed, hung, or draped to or over the patio exterior stucco and not visible from the ground level of the property.
 - b) No personal items may be hung on the exterior stucco.
 - c) No images, printings, wording, or signs may be posted in or on windows, doors, or any portion of the exterior.
 - d) No flags may be displayed except the United States flag, an official military branch flag, or a flag regulated by state law. Flags must be displayed according to relevant flag codes, customs, and courtesies.

II. Clubhouse Use

A. Association Use

1. Officially designated meetings of the HOA Board of Directors, the Annual Meeting, and any other HOA meeting may be held in the clubhouse.
2. Also included are any HOA-sponsored social events. Members involved in such events must volunteer to clean up the entertainment area, kitchen, and bathrooms and return the clubhouse to the condition in which it was found.

B. Clubhouse Private Use:

1. A minimum of seventy-two (72) hour notice to the board of directors is required to reserve the clubhouse for a private event on a first-come, first-served basis.
2. Members involved in such events must volunteer for cleanup or entertainment area, kitchen, and bathrooms and return the clubhouse to the condition in which it was found.
3. Clubhouse use is limited to 9 am to 10 pm, except with prior written board approval.
4. Clubhouse use may not be sponsored by anyone other than a present owner or lessee at South Point Condominiums.
5. The sponsoring unit owner (or lessee) will be responsible for cleanup and leaving the clubhouse in the condition it was found and closing and locking all clubhouse doorknobs.
6. Fines may be imposed for violation of these rules pertaining to the clubhouse.
7. A deposit of \$100 will be paid to the association when booking the clubhouse. This deposit will be returned if the clubhouse is cleaned after the event and returned to its original condition. If not, the deposit will be used as a cleaning fee.

III. Collection of Dues, Fees, and Fines

- A. All assessments, special assessments, dues, fees, fines, and/or legal fees shall be made payable to the Lake Havasu Southpoint Homeowners Association. The mailing address for the association is 3210 Sweetwater Avenue, #307, Lake Havasu City, AZ 86406.
- B. Per Article VII, Section 1 of the CCRs, the General Assessment is payable annually on or before the first day of February of the fiscal year. The board has adopted a policy to allow homeowners to pay the General Assessment in twelve equal monthly increments due on the First (1st) of the month. Said payment will be deemed late if paid after the Tenth (10th) of the month.
- C. A late fee of \$50 per month shall be charged against any unpaid balance owed to the association by the homeowner.
 1. First Notice: A notice of unpaid balance and late fees will be sent to the owner by email when the late fees are assessed.
 2. Second Notice: A notice of unpaid balance and late fees will be sent via certified mail 15 days after an email has been sent and no response has been received.
 3. Second Notice: If necessary, the Board shall send notice that further action, as allowed by the CCRs, will be taken. Such action may include the filing of a lien against the property.
- D. Additional fines and charges required for the collection of funds owed to the association shall be imposed pursuant to the schedule of fines listed below.

E. A \$50.00 fee will be incurred for any returned checks per occurrence.

F. Transfer and Document Fees

1. When a homeowner purchases a condo in Arizona, the buyer becomes a member of the condo's homeowner association (HOA).
2. Upon closing any unit within the South Point Condo complex and the property going into escrow, there will be a transfer fee of \$1,200.00 and a resale disclosure fee of \$400.00.
3. The purchaser will pay these fees upon closing escrow on their condo.
4. The fees will go directly into South Point's reserve account for capital improvements and/or unexpected projects.

G. Fines

1. Fines shall be levied against the owner of the unit whose occupants are determined to have violated the rules and regulations, regardless of whether the owner is a resident at the time of the violation.
2. Schedule of Fines (According to sections in these rules and regulations)
 - a) Architectural Violation: \$25 per day to a maximum of \$500.00 per occurrence
 - b) Conduct of Occupants: \$100 per occurrence
 - c) Parking and Vehicles: \$25 per day to a maximum of \$500 per occurrence
 - d) Pets: \$25 per day to a maximum of \$500 per occurrence
 - e) Rentals: \$25 per day to a maximum of \$500 per occurrence
 - f) Smoking Policy
 - (1) 1st offense: The owner/renter resident will receive a written reminder of the smoke-free policy.
 - (2) 2nd offense: \$50.00
 - (3) 3rd offense: \$100.00
 - (4) 4th offense: \$200.00
 - g) Swimming Pool
 - (1) \$100 per occurrence
 - h) Maximum Number of Tenants' Violations
 - (1) \$75 per day, per person not permitted

3. Prior to fines being assessed, the owner shall be notified and have the opportunity to be heard within 30 days of the notification.
4. If an owner refuses to pay a fine, the fine will be considered a lien only after the association obtains a judgment for the fines and the judgment is recorded with the county recorder.

IV. Common Area Use

- A. All owners are responsible for any damages they cause to the common area or common elements.
- B. If a lessee or guest of the owner causes the damage, the owner will be responsible for such damage.
- C. The association may impose fines against an owner to cover the cost of needed repairs and/or replacement of the damaged common area or element(s) pursuant to the section governing the collection of dues, fees, and fines.

V. Complaints and Violations

- A. It is essential that all HOA members understand the purpose of the rules is to protect each owner both financially and personally. Additionally, the purpose of the rules is to allow all occupants to live in a safe, peaceful, and comfortable environment.
- B. Anyone wishing to file a complaint with the board of directors for a violation of the rules and regulations must provide the following information:
 1. The name and unit number of the offending or violating party.
 2. Corroborating evidence, such as witness statements, photographs, video, or audio recordings. Merely reporting an incident is not sufficient for the enforcement of the rules or imposing of fines.
 3. Date, time, and location of the offense.
 4. A signed written statement outlining the details of the incident.
- C. For all matters regarding violations of local, state, or federal laws, occupants are to contact the Lake Havasu City Police Department. The board of directors are not law enforcement officers, and they do not enforce the law.
- D. Issues regarding loud music or noises, barking dogs, arguments, vandalisms, intoxicated subjects, or fighting are to be reported to the police. Please obtain an officer's name or the call number, which you can then report to the board of directors.
- E. The board of directors will investigate all matters reported and will take the necessary action in accordance with all governing documentation and when legally obligated or required per local, state, or federal laws. In certain circumstances, when an incident is questionable, the complaint may be forwarded to the association's legal representation firm.

- F. The board of directors reserves the right to determine the action taken for complaints. The board should constantly evaluate whether actions taken to address complaints are reasonable, necessary, and legal.

VI. Conduct of Occupants

- A. All occupants, whether owners or renters, will conduct themselves in a manner that does not cause a safety or security issue for themselves, other occupants, or property visitors.
- B. No occupant shall disturb the peace and welfare of another occupant or property visitor.
- C. All owners will be responsible for overseeing the conduct of their occupants and will be liable for any action or fines levied against them due to the conduct of their occupants.
- D. All occupants are required to follow these rules and regulations.

VII. Parking and Vehicles

- A. Permissible vehicles that may be parked within the common area include:
 - 1. Conventional passenger vehicles (including, but not limited to, pick-up trucks, sport utility vehicles (SUVs), and passenger vans) in good repair and are currently registered with a Department of Motor Vehicles.
 - 2. Each unit is permitted to park no more than two (2) non-commercial vehicles plus no more than one (1) of the following:
 - a) A single boat, a single boat trailer, a single trailer transporting no more than two (2) personal watercraft (PWCs), or a single off-road vehicle (ORV).
 - b) All boats, boat trailers PWCs, and ORVs shall be in the specially designated parking area, which shall be the covered parking area immediately east of the site entrance.
 - c) One motorcycle per occupant.
 - d) Parking in the specially designated parking area shall be on a first-come, first-served basis and shall be limited to the spaces in the designated covered parking structure.
 - e) A utility trailer used for the transportation of motorcycles, ORVs, or other vehicles.

- f) A single marked commercial vehicle may be substituted for one of the two non-commercial vehicles so long as it is used on a daily basis and fits in a regular parking stall. The board can make exemptions on a case-by-case basis for situations beyond the control of the occupants. For example, two occupants each have a vehicle, and each occupant's work requires them to use a company or commercial vehicle for their employment.

B. Restricted Vehicles and Equipment: The following vehicles may not be parked in the Common Area:

1. Trucks (other than those listed as Permissible Vehicles)
2. Buses
3. Motor Homes and Recreational Vehicles (RVs)
4. Utility or House Trailers
5. Campers
6. Inoperable or wrecked vehicles
7. Vehicles leaking any fluids

C. Time Limit for Restricted Vehicles

1. Restricted vehicles are subject to a 3-day (72-hour) time limit and will be towed after 7 days (168 hours) at the owner's expense.
2. Moving vans, moving trailers, services vehicles, and commercial vehicles not covered above: These vehicles shall not remain parked in the common area for longer than a 24-hour period.

D. Unit owners will be responsible for their guest's and tenants' parking infractions.

E. Enforcement Procedures:

1. Any board member or managing agent shall notify the vehicle owner of the violation and refer to the parking rules in this section.
2. Such notification shall be by placement of a notice on the windshield of the vehicle.
3. If the prohibited vehicle is owned by a tenant or guest of a homeowner, the homeowner shall also be notified in writing of the violation.

F. Towing

1. If the prohibited vehicle remains after the deadline indicated in the written notice, the vehicle is subject to tow without further notice.

2. The owner of the unit shall be responsible for all expenses incurred by the Homeowner's Association in regard to the violation.

G. Fines

1. Fines will be imposed and collected pursuant to the schedule of fines.

VIII. Pets

A. General Rules

1. Only traditional household pets like dogs, cats, birds, and fish and permitted.
2. No animals shall be kept or bred for commercial purposes.
3. No more than two pets may live in a condo. For purposes of this rule, "live" refers to a pet that is kept in a condo for more than seven consecutive days.
4. All pets must be licensed and inoculated as required by local law.
5. All pets must be kept restrained or on a leash at all times when on the property. Pets are not allowed in the pool or clubhouse.
6. All pet owners must be able to physically prevent their pets from lunging, attacking, or intimidating another pet or human.
7. All damages and/or injuries caused by a pet are the sole responsibility of the pet's owner or the property owner if the pet owner is a renter, guest or occupant.
8. Pet owners shall not allow pets to urinate or have defects in the common area. If a pet soils the common area, immediate (no more than ten minutes later) cleanup is required.
9. All dogs moving into the complex after 04/01/2023 shall be interviewed by no less than two board members. The interview is to view the personality, aggressiveness, friendliness, and conduct of the dog. If the dog fails the interview, they will not be allowed to live on the property.
10. Pets are not to be a noise nuisance. A noise nuisance shall be considered continuous barking or yelping for a period in excess of five minutes.
11. While association members are to be respectful of legally restrained pets, pet behavior that is threatening to other owners, their pets, renters, guests, or other residents will not be tolerated.

B. Fines will be imposed pursuant to the schedule of fines.

C. Assistance or Service Pets

1. Local, state, and federal rules for assistance or therapy pets will supersede any rules imposed by South Point Homeowners Association.

2. The association will follow the guidelines set forth by the Fair Housing Act and/or the Americans with Disabilities Act.

D. Complaint Procedure

1. If a pet is being offensive, we recommend that the offended party first talk with the pet owner and request correction.
2. If the offense continues or the offended party does not want to talk with the pet owner, written details of the offensive behavior should be submitted to the board explaining the offense, time, place, pet description, pet owner's name, address, etc.
3. The board of directors will contact both parties to clarify facts and decide how to proceed with the complaint.
4. Pet owners are required to cooperate with a board investigation by answering questions, providing required documentation (such as dog licenses, etc.)

IX. Rentals

- A. Renters are required to rent a unit for "90" consecutive days.
- B. Current owners with rental properties have the right to release/rent their units provided the lease is for "90" days or more to the same tenant (no subletting).
- C. South Point Homeowners Association does not allow for Airbnb, VRBO, or any other short-term rentals.
- D. The Lease must be in writing, and the name and contact information for any adults occupying the unit, the time period of occupancy to include the beginning and end dates, and the description and license plate numbers of the occupant's vehicles shall be provided to the association by the owner within five business days of occupancy by the new tenants.
- E. Renting or Leasing Condominiums: Condominiums may be rented or leased only by written leases and are subject to the following restrictions:
 1. All tenants shall be subject to the rules and regulations and applicable CC&Rs except where excluded by law.
 2. Each owner is required to provide their tenants with the rules and regulations and CC&Rs and notify the tenant that they (the tenant) are responsible for any fines incurred as a result of their violating of the rules and regulations and/or the CC&Rs.
 3. Any legal fees incurred by the association in pursuing any fines or fees caused by a tenant and/or owner will be the owner's responsibility to pay such fees.
 4. The board reserves the right to suspend the right to use the common area, clubhouse, and/or pool area of any tenant or occupant of a unit at any time.

X. Rules: Modifications or Proposals

- A. When new rules or modifications to current rules are proposed, they shall first be discussed by the board of directors to look at all factors involved with implementing or changing the rule.
- B. Notification will be given to the entire HOA of the intention of changing or enacting the rule and the reasoning for the action. Members of the HOA will be afforded the opportunity to provide input, but they will not be entitled to vote on the action.
- C. After a period of fifteen (15) days, after notice has been given to the HOA membership, the board of directors shall review any concerns or questions by the membership regarding the action.
- D. If the board has determined that there is reasonable cause to move forward and there are no known legal, safety, or security implications involved, the board will hold a vote to enact or modify the rules. A vote of $\frac{2}{3}$ of the board of directors is needed to either approve or deny the modification or enacting of the rule.
- E. Modification or enacting of rules classified as an “emergency” are not required to abide by subsections B and C. “Emergency” rules would be any rule which has an immediate effect on the safety, security, or welfare of the residents, including fiduciary items or decisions meant to prevent a financial loss of association funds.

XI. Smoke-Free Housing Policy

- A. The smoking of any item defined below by anyone on the South Point property is prohibited.
- B. Purpose: The parties desire to mitigate the known health effects and irritation of secondhand smoke by the increased maintenance, cleaning, and renovating costs from smoking, the increased risk of smoking material, and the high cost of fire insurance for properties where smoking is permitted.
- C. Definitions: “Smoking” means the gases, particles, or vapors released into the air as a result of heating, combustion, electrical ignition, or vaporization, which is human inhalation of the byproducts. The term “smoke” includes, but is not limited to, tobacco smoke, marijuana smoke, electronic cigarettes, electronic hookahs, and other similar devices.
- D. An electronic cigarette is any electronic device to provides a vapor of liquid nicotine and/or other substances to the user as he or she simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes, or under any product name.
- E. This policy applies to all current and new residents, all employees, and all guests at all times.
- F. Failure of any resident or guest of a resident to follow the smoke-free policy will be considered a violation and treated as such under the terms of the non-smoking policy.

- G. Fines will be imposed at the rate specified in collecting dues, fees, and fines above.

XII. Swimming Pool

- A. Pool hours are 6 am to 10 pm
- B. All persons using the pool do so at their own risk. There is no lifeguard on duty.
- C. Please shower before using the pool. Protect the furniture with a towel when using lotion. No oils or suntan lotions are allowed in the pool.
- D. Diving is not permitted. In accordance with the condominium association's insurance coverage, the association is not responsible for injuries to pool users. No running, rough play, or loud, unnecessary noise is permitted.
- E. Excessive intoxication in which a person can not maintain their balance, has slurred speech, or cannot stand without assistance or swaying is not permitted.
- F. In order to ensure the health, safety, and welfare of children using the pool, any child under the age of 14 must be accompanied by an adult.
- G. Use of the pool is restricted to residents of South Point.
- H. Guests of residents may use the pool under the following provisions:
 - 1. The resident must be present on the property.
 - 2. The guest must be visiting the resident when using the pool.
- I. No pets of any kind are to be taken into the pool area in accordance with the Mohave County Health Department regulations.
- J. No glass of any kind may be taken into the pool area. Please dispose of any refuse before leaving the area.
- K. No smoking in the pool.
- L. Amplified audio devices are permitted, but the volume must be kept at a level that does not disturb the peace of others using the pool or occupants of adjoining units.
- M. Personal floatation devices and pool toys are allowed but must be removed from the pool and pool area when unused.
- N. If personal flotation devices are left in the pool area, the Board or its assignees has the right to remove and destroy them.
- O. Do not tamper with the pool equipment. Residents or any pool users who observe any mistreatment of the pool equipment should report it to the Resident Manager or board member. Immediate eviction will be implemented for anyone not authorized if found in the pump area.

- P. The Board and/or Resident Manager reserve the right to suspend individuals from using the pool if the pool rules and regulations are violated.