

Power Ranch Community Association Enforcement Policy

WHEREAS, Power Ranch Community Association (“Association”) has authority pursuant to the Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservation and easements (“Declaration”) and the By-Laws of the Power Ranch Community Association, Inc. (“By-Laws”) to determine, in its reasonable discretion, the manner in which to remedy and/or impose penalties for violations of the provisions set forth in the Declaration, Rules and/or By-Laws:

WHEREAS, the Board of Directors of the Association (“Board”) finds there is a need to establish procedures for the enforcement of the use restrictions and architectural and design standards in the Declaration, Rules and By-Laws, and for the elimination of violations which may be found to exist within the Association;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of violations of the use restrictions and architectural and design standards in the Declaration, Rules and By-Laws of the Association and for the elimination of violations found to exist within the Power Ranch community. These procedures and practices shall be known as the “Enforcement Policy”.

1. Establishment of a Violation.

- a. Architectural – Any alteration, modification, addition or improvement of any Dwelling Unit, Parcel or Lot, which has not been first approved by the Design Review Committee (“DRC” or “Committee”) or which does not in all respects conform to what has been so approved is deemed a “Violation” under this Enforcement Policy for all purposes.
- b. Use Restrictions – Any activity or condition continuing or existing on any Lot that is in direct violation of the Declaration or Rules, which is not expressly authorized by the Board, is deemed a “Violation” under this enforcement policy for all purposes.

2. Notice of a Violation

A. Initial Notice – Upon verification of the existence of a Violation by the management staff (“Management”) of Board of the Power Ranch Community Association, Management will send a written notice of the Violation to the Lot Owner (“Initial Notice”). The Initial Notice will inform the recipient as follows:

The nature, description and location and picture of the Violation; and

A request to remedy the Violation; or A request to submit plans and specifications for the improvement to the DRC; and

A request to contact the Association within ten (10) days to inform them of the owner’s intent to correct the Violation or remedy the situation, or the owners right to contest the Violation.

B. Second and Final Notice of Violation, Notice of Fine and Corrective Action – If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending improvement to the DRC or if the DRC has denied approval of the plans and specifications submitted, and the Violation is continuing, no earlier than ten (10) days from the Initial Notice,

Management shall send to the Lot Owner a Second and Final Notice of Violation, Notice of Fine and Corrective Action informing the recipient as follows:

The nature, description and location of the Violation; and the opportunity to correct the violation. A fine will be levied by the Association against the Lot Owner, if they fail to correct the Violation. The Lot Owner will be given the opportunity to request and be granted a hearing by the appropriate Committee or the Board prior to any fine being levied upon the Lot Owner. The Final Notice of Violation, Notice of Fine and Corrective Action will allow the Lot Owner ten (10) days to contact Management, in writing, to request a hearing upon the issue of the continuing Violation. Should the Lot Owner fail to contact Management within ten (10) days of the Final Notice of Violation, Notice of Fine and Corrective Action Date, that party will have waived its opportunity for a hearing.

Any fine may be imposed at the rate of \$100.00 per incident, and a \$100.00 fine every fourteen (14) days thereafter for a continuing Violation at the discretion of the Board of Directors. The Board retains the discretion to impose fines in any other amount it deems reasonable and appropriate for a particular Violation. The Community Manager has the authority to waive fines at their discretion upon compliance of the violation.

Immediate fines (may be imposed if an owner has had a previous violation related to **bulk trash pick up** being placed on the street or curb prior to the Town's pick up date or the Association may schedule a special pick up with the Town and bill the lot owner for the cost of the pick up. The Town allows bulk trash to be placed at the street the weekend (Saturday or Sunday) prior to the week designated for Bulk Trash Pick Up. Owners shall retain the right to a hearing should they contest the fine.

Correction of the offending Alteration, Modification, Addition or Improvement or correction of the Activity or Condition in Violation of the Declaration or Rules by the Association may be remedied at the expense of the lot Owner through a Specific Assessment being levied against the Lot Owner, which may be recorded as a lien against the Lot or

Any other remedy under law or in equity, the Declaration or this Enforcement Policy, including suspension of amenity use but not limited to injunctive relief through the court system.

C. Hearing – A hearing will be scheduled with the Board or Committee at the next scheduled board or committee meeting not to exceed thirty days from the homeowners request for a hearing. The Board or Committee will take into consideration circumstances that may require a longer time period to accommodate schedules of both parties.

D. Corrective Action. Where a Violation is determined to exist and is referred to the Board of Directors of the Association, and the Board by resolution may cause the Violation to be corrected, removed or otherwise abated by qualified contractors if Management, in its reasonable judgment, determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace. Where Management decides to initiate any action by qualified contractors, the following will apply;

The Final Notice of Violation, Notice of Fine and Corrective Action to the Lot Owner shall state that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at the Owner's expense.

If at the expiration of said fourteen (14) day period of time the requisite corrective action has not been taken, the Management is authorized by the Board to cause such action to be taken.

All costs incurred in correcting or eliminating the Violation including reasonable administration fees as determined by the Board will be added to, and become a part of, the Assessment to which the offending Owner and the Owner's Lot or Parcel is subject, and shall be secured by the Assessment Lien.

The Association, and its agents and contractors will not be liable to the Lot Owner or any third party for any damages or costs incurred by virtue of action taken under this Paragraph 3 unless the Association and its agents have acted with gross negligence or intentional misconduct. Owner shall be notified that corrective action has been taken by the Association outlining the costs incurred which will be directly billed to the lot owner's account.

E. Referral to Legal Counsel.

Where fines reach \$1000.00 or where a Violation is determined to exist and is referred to the Board of Directors of the Association pursuant to any of the provisions of this Enforcement Policy and where Management and the Board deems it to be in the best interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal counsel for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable remedy that may be available to the Association.

F. Notices.

Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following.

When the notice is delivered by telecopy, or email the notice is deemed delivered when the sender receives a facsimile acknowledgement or read receipt acknowledging delivery of the notice. .

When the notice is placed into the care and custody of the United States Postal Service, the notice is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Notice shall be considered delivered even if Lot Owner should refuse receipt.

Where the interests of an Owner in a Lot have been handled by representative or agent of such Owner or where Owner has otherwise acted so as to put the Association on notice that its interests in a Lot have been and are being handled by a representative or agent, any notice or communication from the Association or Management pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

G. Cure of Violation During Enforcement.

A Lot Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by Management that the Violation has been corrected or eliminated, the Notice of Violation will be voided. The Lot Owner will remain liable for all costs incurred and fines imposed under this Enforcement Policy, which costs and fines, if not paid upon demand thereof by Management, will be referred to the Association for collections in accordance with the Declaration and Arizona law.

H. Repeat or Reoccurring Violations.

Should an owner cure a Violation but the same Violation reoccurs within a six month period, the Association has the right to proceed directly to the Second and Final Notification as outlined in Paragraph 2.

I. Waiver of Initial Notice.

The Board of Directors shall retain the right and authority to not require the Initial Notice when, in its sole judgment, the Violation is considered of a type that requires immediate correction for safety and/or health reasons or to comply with State or Municipal codes and ordinances. Management shall be authorized to immediately proceed to the Final Notice of Violation, Notice of Fine and Corrective Action. The Board shall authorize this by way of resolution to be attached to this Policy as an addendum.

APPROVED, this 24th day of March 2014.

Power Ranch Community Association

By: _____


President