



**Resolution Of The
The Power Ranch Community Association Board Of Directors
Amended And Restated Enforcement And Fine Policy Adopted On March 24,
2014, Restated May 30, 2018**

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".

WHEREAS, the Board of Directors of the Association ("Board") finds there is a need to establish procedures for the enforcement of the Governing Documents, 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 Governing Documents 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.** While the Association intends to generally follow the procedure below, the Association reserves the right, in its sole and absolute discretion, to vary from this procedure due to the unique circumstances of every situation.

Once it has been determined that the Owner's violation is a continuing violation, the Board may impose reasonable continuing monetary fines (such as daily, weekly, or monthly fines) in accordance with the applicable Fine Schedule while the violation continues, and such continuing fines shall accrue until the owner notifies the Board that the violation has ceased and the Board has confirmed that, this, in fact, is the case. If any violation reoccurs within six (6) months from a past violation, it will be considered a reoccurrence of the original violation.

2. **Initial Courtesy Notice.** An initial courtesy notice may be sent to the Owner, notifying the Owner of the violation, the provision of the Governing Documents that has been violated, the deadline by which the Owner must correct the violation, and a statement informing the Owner of the right to be heard regarding the violation and the manner by which the Owner may request such a hearing.
3. **Second Notice of Violation.** A Second Violation Notice letter may be sent to the Owner if the Owner does not cure the violation within the time period given by the Courtesy Notice (or alternate time frame proposed by the Owner and accepted by the Board) or if the violation reoccurs within the time period given. A Second Notice of Violation letter will inform the Owner of the Board's intent to levy a fine and/or impose sanctions if the violation is not corrected by the deadline provided, and shall include the information required by the Declaration and applicable Arizona law.
4. **Fines.** The Board may impose fines against an Owner for any infraction of the governing documents by the Owner or the Owner's family, tenants, or guests.
 - a. Before fines are imposed, an Owner will be given notice and an opportunity to be heard as detailed in Section 8, below.
 - b. The Owner will be given written notification (via electronic or regular mail) of the amount of fines imposed and the due dates for payment of such fines.
 - c. The amount of the fines imposed by the Board shall be determined based on the General Fine Schedule adopted by the Board and attached to this Policy as Exhibit A. Notwithstanding anything herein to the contrary, the Board retains the discretion to adopt supplemental fine schedules to address specific violations of the Governing Documents (e.g., parking, rentals). All supplemental violation-specific schedules shall be set forth as Exhibits to this Policy once adopted. If a supplemental violation-specific schedule is not adopted, the General Fine Schedule shall apply.
5. **Bulk Trash.** Immediate fines may be imposed if an owner has had a previous violation related to bulk trash being placed on the street or curb prior to the Town's collection date, or the Association may schedule a special collection with the Town and bill the lot owner for the cost of the collection. The Town allows bulk trash to be placed at the street the weekend (Saturday or Sunday) prior to the week designated for bulk trash collection. Owners shall retain the right to a hearing should they contest the fine.

6. **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
7. **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.
8. **Hearings**. Any Owner who receives a Notice of Violation has the right to request a hearing before the Board (or appropriate Association committee designated by the Board) regarding the matter. The request for the hearing must be in writing and submitted to the Association at the address specified in the Violation Notice and must be actually received by the Association by the deadline set forth in the Violation Notice.
 - a. If the Owner does not contact the Association to request a hearing in the time frame prescribed by the notice to the Owner, the Owner will have waived the right to be heard. If the Owner does not respond to the Association's reasonable attempts to schedule a hearing, the Owner will have waived the right to be heard. If, after a hearing is scheduled and the Owner does not attend the hearing, the Owner will have waived the right to be heard. If the Owner waives the right to be heard, the Association will make a decision on a fine based on the information before it.
 - b. A hearing will be scheduled with the Board or applicable Committee not to exceed thirty (30) days from the date of the Owner's written request for a hearing. The Association will take into consideration circumstances that may require a longer time period to accommodate schedules of both parties.
 - c. After the hearing has been scheduled, the Association shall provide the Owner a written notice (via electronic or regular mail) of the hearing date, time, and place. The notice of the hearing shall also advise the Owner of the Owner's right to produce statements, evidence and witnesses on the Owner's behalf and to be represented at the hearing by an attorney. If the Owner opts to be represented at the hearing by an attorney, the Owner must advise the Association that an attorney will be present not less than seventy two hours (72) before the hearing is set to occur.
 - d. The hearing shall be conducted in a closed/executive session unless the Owner specifically requests, in writing, for the hearing to occur in an open forum. Such a request must be included in the Owner's initial request for the hearing.
 - e. At the hearing, Management or the Board will introduce all parties. Management or the Board may, but is not obligated to, read the written statements provided to the Association by the complainant(s) and/or witness(es).
 - f. The Owner who is appealing will be asked to state his or her case and present any applicable documentation and/or statements from persons who witnessed the alleged violation.
 - g. Upon completion of the hearing, the matter will be discussed in closed session. Written notice of the Association's decision will be delivered to the Owner via regular or electronic mail within **ten (10) business days** after the conclusion of the hearing, unless otherwise determined by the

Association.

9. **Suspension.** Pursuant to Article 3 of the Declaration, The right of the Association to suspend the voting rights and right to use of the recreational facilities and other Common Areas by any Member
 - (i) for any period during which any Assessment against his Lot or Parcel remains delinquent;
 - (ii) for a period not to exceed sixty (60) days for any infraction of this Declaration, a Tract Declaration or the Power Ranch Rules, and,
 - (iii) for successive 60-day suspension periods if any such infraction is not corrected during any prior 60-day suspension period.
10. **Corrective Action.** Pursuant to Section 10.3 of the Declaration, in the event any portion of any Lot or Parcel is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of Power Ranch that are substantially affected thereby or related thereto, or in the event that any portion of a Lot or Parcel is being used in a manner which violates the Community Documents, the Board may by resolution make a finding to this effect, specifying the condition or conditions that exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within **fifteen (15) days**, the Board will cause such action to be taken at the Owner's cost. If at the expiration of the 15-day period, the requisite corrective action has not been taken, the Board shall be authorized and empowered, but not required, to cause such action to be taken and the cost thereof (together with a fee determined by the Board in its sole discretion on a case by case basis to compensate the Association for its overhead and supervision relating to such action) shall be added to and become a part of the assessment to which the offending Owner's Lot is subject and shall be secured by the Assessment Lien. Subject to the procedural rules described above, such right to exercise "self-help" may be implemented at any time during the violation notification process at the discretion of the Board.
11. **Referral to Legal Counsel.** 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 or the Board deems it to be in the best interests of the Association, the Association 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.
12. **Waiver or Variation from Violation and Enforcement Policy.** This Violation and Fine Policy is intended to serve as a guideline for the Association. The Board of Directors retains the right and authority to vary from this Violation and Enforcement Policy when, in its sole judgment, it determines that any such variance is appropriate. The decision by the Association to levy fines does not relieve the Owner from the obligation to correct the violations or comply with the Association's governing documents. These enforcement procedures and the remedies set forth herein do not constitute an election of remedies by the Association, and the Association reserves all such remedies available at law and in equity. The Association shall have the right to enforce the Governing Documents through any other remedies available to the Association concurrently with the enforcement procedures set forth herein.

EXHIBIT A
Power Ranch Community
Association General Fine Schedule

The fines set forth in this Fine Schedule shall be considered to constitute damages sustained by the Association, and are intended to compensate the Association for the administrative burden of addressing the violation and the adverse impact of the violation on the community.

The Board of Directors reserves the right to deviate from the fine amounts set forth herein if, after a hearing on the matter, the Board finds good cause to decrease the amount of the fine levied in a particular case. The Board also reserves the right to pursue any and all other remedies set forth in the Declaration at the same time or in lieu of levying the fines set forth in this Fine Schedule.

- A. INITIAL COURTESY NOTICE:** An initial notice of the violation shall be mailed to the Owner requesting compliance within a specific timeline, as set forth in the notice. **NO FINE will be levied.**
- B. SECOND VIOLATION NOTICE:** If the violation still exists after the expiration of the deadline for compliance provided in the Initial Courtesy Notice, a Second Notice requesting compliance within fifteen (15) days shall be mailed to the Owner. The Owner shall be notified of
 - (1) the Board's intent to levy a **fine in the amount of \$100.00** if the violation is not corrected by the deadline provided, and (2) the Owner's right to request a hearing within ten days from the date of the letter.
- C. CONTINUING VIOLATIONS:** If the violation still exists fifteen (15) days after the expiration of the deadline for compliance provided in the Third Violation Notice, **a fine of \$100.00** shall be assessed every thirty (30) days until the violation is resolved.
- D. REOCCURRING VIOLATIONS.** If the same violation reoccurs within the six (6) month period following the date of the Initial Violation Notice or any subsequent violation notice, it will be considered a recurrence of the original violation and a **fine of \$100.00** shall be assessed upon each reoccurrence. In addition, the Board of Directors shall have the right to remedy the violation and/or take legal action, in accordance with the Amended and Restated Violation and Enforcement Policy.

SUBJECT TO AMENDMENT

The Amended and Restated Enforcement Policy outlined above may be amended from time to time by resolution of the Board of Directors.

The foregoing resolution outlining an Amended and Restated Enforcement Policy for the Power Ranch Community Association was adopted on the 30 day of May, 2018, by a majority vote of the Board of Directors and was meant to become effective as of that date.

Signed:



Matt Dominy, President

5/30/18

Date

Attest:



Janine Igliane, Secretary

5/30/18

Date