

# THE GARDENS AT SOUTH MOUNTAIN COMMUNITY ASSOCIATION

## **CC&R VIOLATION AND ENFORCEMENT POLICY**

The Gardens at South Mountain Community Association has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary penalties for continuing violations. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy for non-monetary violations is adopted in accordance with Arizona's Planned Communities Act, Arizona Revised Statutes 33-1801 through 33-1807 (Supp. 1997) and the provisions of the CC&R's and Project Documents, as currently in force and effect.

### **First Notice:**

A notice will be delivered to the Owner of the property outlining the violation. In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation letter will also be sent to the tenant at the property address. The Owner will be given fourteen (14) calendar days to bring the violation into compliance.

### **Second Notice:**

The Association will issue a second Notice if, after not less than fourteen (14) calendar days from the issuance of the first Notice, the Owner has not corrected or removed (or has chosen not to correct or remove) the violation, or the violation has repeated or returned. The second Notice will inform the Owner that a monetary penalty, not exceeding the Maximum Initial Penalty (as established on the Schedule of Penalties), will be imposed for the violation if the violation is repeated or has not been corrected after fourteen (14) calendar days from the date of the second Notice.

### **Third Notice and Assessment of Initial Monetary Penalty:**

The Association will assess a Maximum Initial Penalty if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation has repeated or returned as stated in the time frames in the first and second Notice. All penalty notices will be sent via regular mail and certify.

### **Additional Monetary Penalties:**

After the imposition of the Maximum Initial Penalty, the full amount of the Additional Penalty may be imposed upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

**Should a period of time of at least 120 days lapse between violation letters of the same offense, the next letter will be a First Notice again.**

### **Exception to Notice Procedure**

Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

### **Right of Self-Help**

The Association has the right (but not the obligation) to enter onto the Owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association.

### **Association's Right to Tow**

The Board shall have the right to have any vehicle which is parked, kept, maintained, constructed, reconstructed or repaired on a Lot, the Common Area, a Private Access way or a Private Joint Ingress/Egress Easement in violation of the Project Documents, including any rules and regulations as promulgated by the Board, immediately towed away with out notice at the sole cost and expense of the owner of the vehicle. Any parking in the cul-de-sacs, on the non-sidewalk side of the street, or where signs prohibit will result in immediate towing at the vehicle owner's expense. All Owners are responsible for their actions of their residents, guests and tenants.

### **Opportunity to be Heard**

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R's or the other Project Documents, particularly if the violation results in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide timely written request for a hearing. When the hearing is scheduled, the Owner is bound by the decision of a majority of the Board.

## SCHEDULE OF MONETARY PENALTIES

Violation	Maximum Initial Penalty	Additional Penalties	Additional Penalties
Trash Containers / Signs / Holiday Decorations	\$25.00	\$50.00	\$100.00
Vehicle Parking/Campers/ Commercial Vehicles/ Trailers	\$25.00	\$50.00	\$100.00
Garage and Driveways	\$25.00	\$50.00	\$100.00
Vehicle Repair	\$25.00	\$50.00	\$100.00
Landscape Maintenance/Weeds	\$25.00	\$50.00	\$100.00
Design Construction	\$25.00	\$50.00	\$100.00
Items in View	\$25.00	\$50.00	\$100.00
Nuisances	\$25.00	\$50.00	\$100.00
Incomplete Landscaping	\$25.00	\$50.00	\$100.00
Pets (not picking up after)	\$125.00	\$150.00	\$200.00
Signs	\$25.00	\$50.00	\$100.00
Antennas	\$25.00	\$50.00	\$100.00