

Paseo Crossing

RULES AND REGULATIONS CC&R VIOLATION AND ENFORCEMENT POLICY UPDATED 02/19/2019

Paseo Crossing Community Association, Inc. 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 and certified mail. The homeowner will be responsible for a certified fee added to the penalty.

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.

Exceptions 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.

Violations of the Transient Rental Clause (3.20) will not receive warnings or notices of any kind, and will be assessed violations from the time of first violation.

Violations of the Parking Rules are subject to a different enforcement policy, found below.

Right of Self-Help

The Association has the right (but not the obligation) to enter 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.

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. If the hearing is scheduled, the Owner is bound by the decision of a majority of the Board.

Parking Enforcement Policy

Parking overnight (between 12:00 AM and 6:00 AM) is specifically prohibited. Vehicles that are parked in fire lanes, or blocking another owner's driveway or garage access, are subject to immediate tow without notice. Any vehicle parked in violation is subject to towing at the expense of the owner of said vehicle based on the following violation policy: First violation within 180 days – warning sticker on the vehicle

Second violation within 180 days – second warning sticker on the vehicle

Third violation within 180 days – vehicle will be towed without warning at the expense of the vehicle owner.

The Association is not responsible or liable for any damage, theft, destruction, or vandalism to any vehicle parked overnight on Association streets or as a result of the enforcement of this policy.

SCHEDULE OF MONETARY PENALTIES

Below is a list of standardized penalties for the most common miscellaneous violations of the Paseo Crossing CC&Rs. Violations not listed below are assessed by a vote of and at the discretion of the Board of Directors. ALL owners, upon purchasing their home in Paseo Crossing, agreed to abide by the Paseo Crossing CC&Rs, and it is highly recommended that each owner be familiar with those rules to avoid incurring penalties or actions.

Violation	Maximum Initial Penalty	Additional Penalties
Trash Containers / Signs / Holiday Decorations	\$10.00	\$10.00
Vehicle Parking	See parking policy	Up to and including towing of vehicle
Recreational Vehicles	\$50.00	\$150.00
Vehicle Repair	\$50.00	\$100.00
Landscape Maintenance	\$25.00	\$50.00
Design Construction	\$100.00	\$200.00
Items in View	\$50.00	\$100.00
Transient Rentals	\$250/day of violation	Various, as decided by the board
Animals	\$25.00	\$50.00
Basketball Structures	\$25.00	\$50.00
Nuisances	\$25.00	\$50.00
Incomplete Landscaping	\$100.00	\$200.00
Failure to Report Rental Properties	\$100.00	\$100.00 per month until compliance
Commercial Vehicles / Other Penalties	To be determined by the Board of Directors	