

# Vintage Ranch Homeowners Association

## Enforcement Policy

Effective January 20, 2025

### General

Vintage Ranch Homeowners Association (“Association”) has established the following Enforcement Policy for the Declarations Covenants, Conditions and Restrictions (“Declarations”) Articles of Incorporation of the Association, Bylaws, and the Association Rules and Design Guidelines , all as may be amended from time to time (collectively, the “Community Documents”). This Enforcement Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Association’s Board of Directors (“Board”). This Enforcement Policy will not be interpreted or applied in a manner inconsistent with the Community Documents and applicable Arizona law, as currently in force and effect.

### First Notice

Upon verification of the existence of a violation of the Community Documents (“Violation”) by staff of the Association’s management company (“Management”) or a member of the Board, Management will send a written notice of the Violation (“First Notice”) to the owner of the property (“Owner”). The First Notice will inform the Owner of the nature, description, and location of the Violation, request the Owner remedy the Violation, and advise the Owner that a fine will be levied by the Association against the Owner if they fail to remedy the Violation. The First Notice will also inform the Owner of their right to request a hearing before the Board to contest the Violation and the process and deadline for doing so. In the event that the Owner is identified by Management as an absentee Owner, a copy of the First Notice may also be sent to the tenant at the property address. If the violation is one that can be remedied, the Owner will be given fourteen (14) calendar days to bring the violation into compliance. This First Notice shall be sent via regular USPS mail.

### Second Notice and Assessment of Initial Monetary Penalty

The Association will assess an initial monetary penalty of fifty dollars (\$50) for each Violation if the Owner has not remedied the Violation or the Violation has repeated or reoccurred within ninety (90) calendar days of the remediation of the Violation. If the Violation pertains to Declarations Section 4.15 Vehicles and Parking, the initial monetary penalty will be one hundred dollars (\$100). The Owner will be sent a written notice by Management of the initial monetary penalty assessed against them and will inform the Owner that additional monetary penalties will be assessed if the Violation is not remedied or it repeats or reoccurs within fourteen (14) calendar days of the date of the notice (“Second Notice”). **\*This Second Notice shall be sent via certified USPS mail.**

### Third Notice and Assessment of Additional Monetary Penalty

The Association will assess additional monetary penalties of one hundred dollars (\$100) if the Owner has not corrected or remedied the violation or the violation has repeated or reoccurred within fourteen (14) calendar days of the Second Notice. If the violation pertains to Declarations Section 4.15 Vehicles and Parking, the additional monetary penalty will be two hundred dollars (\$200). The Owner will be sent a written notice that additional penalties will be imposed or other action taken by the Association if the Violation is not remedied or it repeats or reoccurs within fourteen (14) calendar days of the date of the notice (“Third Notice”) **\*This Third Notice shall also be sent via certified USPS mail.**

### Additional Monetary Penalties and Other Enforcement Actions

If the Owner fails to remedy the Violation or it repeats or reoccurs within fourteen (14) calendar days of the last Violation verified by Management or a Board member, the Association will assess an additional monetary penalty in the amount of two hundred dollars (\$200) for a Violation relating to Declarations Section 4.15 or for any other Violation one hundred dollars (\$100). The Board retains the discretion to impose penalties in any other amount it deems reasonable and appropriate for a particular Violation.

All monetary penalties assessed after the Third Notice may be imposed every fourteen (14) calendar days if Management verifies the Owner has not corrected or remedied the Violation or the Violation is repeated or reoccurred within fourteen (14) calendar days of the last verified Violation. Management will send the Owner a written notice of the Violation and the

amount of the additional monetary penalty assessed against them by the Association. **\*Each of these notices shall be sent via certified USPS mail.**

Where the Board deems it is in the best interest of the Association, the Board may, at any time in the enforcement process, refer the Violation to legal counsel to take action, which may include seeking injunctive relief against the Owner to correct, remedy, or otherwise abate the Violation, or pursuing any other legal or equitable remedy that may be available to the Association. The Association has the right to recover its reasonable attorneys' fees, litigation costs and other expenses related to or arising from any action taken to enforce the Community Documents.

### **Certified Mailing fee**

In addition to the monetary penalties there will be a twenty-five dollar (\$25) certified mailing fee assessed for the mailing of the Violation notices.

### **Repeat or Reoccurring Violations**

Should the same Violation that was the subject of a First Notice repeat or reoccur within a ninety (90) calendar day period, the Association has the right to proceed directly to the Second Notice or for a Violation relating to Declarations Section 4.15 the Association has the right to proceed directly to the Third Notice. For any such Violation the Board may immediately impose the initial monetary penalty and additional monetary penalty amounts if the Violation is not remedied.

### **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 materials that may attract pests; threat of floor 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 the Owner's property and to take steps to remedy the Violation to the full extent allowed under applicable Arizona law and the Community Documents, including providing 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 or the costs of remedying the Violation, including, without limitation, all maintenance and repairs performed by the Association, and any attorneys' fees or other costs or expenses incurred 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 Community Documents, particularly if the violation results in an assessment. Before any fine is assessed, an Owner has the opportunity to request a hearing before the Board. The Owner must provide timely written request for a hearing, as directed in the notice. A hearing will be scheduled for the next regular Board meeting. The Board will take into consideration circumstances that may require a longer time to accommodate the Owner's, Management staff's, and the Board's schedules. The Owner is bound by the decision of a majority of the Board rendered at or after the hearing.



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Vintage Ranch Board President

February 10, 2025  
Date