

Enforcement Policy – PVIA

Architectural and Landscape Control

— IMPORTANT —

- Any change that affects the exterior of a property (including structures and landscape) must be approved in advance.
- Following the guidelines does not eliminate the need to submit requests for **PRIOR** approval.
- No installation or commencement of **any work is permitted** until approval is obtained.
- **Any modification** not specifically approved in writing will be required to be modified or removed at the Property Owner's expense, and a fine may be assessed.

The primary responsibility of the Architecture and Landscape Committee is to ensure community compliance with the Covenants, Conditions, and Restrictions (“CC&Rs”) of Paseo Villas and the McCormick Ranch POA. The committee is comprised of member volunteers who reside in Paseo Villas, and a current board member. The Rules and Regulations provide the interpretive guidelines and explanation of the CC&Rs. Desired changes that affect the exterior of your property, **must** go through an approval process prior to your project commencement.

The Architecture and Landscape application is attached below.

**PASEO VILLAS IMPROVEMENT ASSOCIATION
RULES AND REGULATIONS
CC&R VIOLATION AND ENFORCEMENT POLICY**

Paseo Villas Improvement 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 violations is adopted in accordance with Arizona Law and the provisions of the CC&R's and Project Documents, as currently in force and effect. The Board of Directors hereby approves the following policy.

See Below

PASEO VILLAS IMPROVEMENT ASSOCIATION BOARD OF DIRECTORS RESOLUTION VIOLATION AND ENFORCEMENT POLICY

NOW, THEREFORE, based on the power granted to the Board of Directors, the Board hereby enacts the following Violation and Enforcement Policy.

This policy supersedes any previous policies.

ENFORCEMENT OPTIONS

The "Community Documents" include but are not limited to, the Declaration, the Bylaws, the Articles, the Association Rules, and the Design Guidelines, as amended and supplemented from time to time.

For violations of the Community Documents, the Board has the following enforcement options:

1. Impose monetary fines;
2. Suspend the Member's right to vote;
3. Suspend the Member's right to use the recreational facilities;
4. Exercise self-help; or
5. File a lawsuit in Maricopa Superior Court in order to seek an injunction to compel compliance with the Community Documents. In any such action, the Association shall be entitled to recover all costs, including but not limited to, attorneys fees and court costs incurred by the Association.

The Board has the option to choose any of the above options or a combination of options. If the Board decides to impose a fine, the Board may choose to follow the Fine Schedule below. Additionally, the Board or manager may turn over any violations to the Association's attorney at any time.

FINE SCHEDULE

The fines set forth in this Fine Schedule shall 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 reserves the right to deviate from the fine amounts set forth herein.

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.

I. GENERAL FINE SCHEDULE Typically, the amount of the fines imposed by the Board will be determined based on the following General Fine Schedule. Notwithstanding anything herein to the contrary, the Board retains the discretion to adopt supplemental fine schedules to address specific violations of the Association's Community Documents and any such supplemental fine schedules may be set forth

as exhibits to this Resolution. If a supplemental violation-specific schedule is not adopted, the General Fine Schedule will generally apply.

A. TYPICAL FINE: Typically, a fine for a violation **will be \$50.00.**

B. CONTINUING VIOLATIONS: If the violation continues without resolution, a **fine of \$75.00** may be assessed **every 10 days** until the violation is resolved.

C. REOCCURRING VIOLATIONS: If a violation reoccurs within a **six (6) month period**, a **fine of \$125.00** may be assessed.

II. SUPPLEMENTAL FINE SCHEDULES Violation-specific fine schedules, if adopted by the Board, shall be set forth as Exhibits to this Resolution.

III. ADDITIONAL REMEDIES

A. In addition to fines, the Board reserves the right to enforce violations by any other means allowed by the Community Documents or applicable law.

B. At any time, the Board or manager may turn over a matter to legal counsel for action, including but not limited to, a suit for injunctive relief.

C. Owners will be held responsible for the actions of their guests, tenants, lessees, contractors, subcontractors and invitees.

The Board of Directors adopted the foregoing Resolution on the 16TH day of September, 2025.

By: Ed Winkler
President, for the Board of Directors

EXHIBIT A

SUPPLEMENTAL FINE SCHEDULE – VIOLATIONS RELATING TO UNAPPROVED PERMANENT OR SEMI-PERMANENT CONSTRUCTION WORK (e.g., unapproved structures, exterior additions, teardowns, or unapproved permanent or semi- permanent improvements to structures or exterior additions)

The following Supplemental Fine Schedule shall apply to violations relating to unapproved permanent or semi-permanent construction work such as unapproved structures, exterior additions, teardowns, or unapproved permanent or semi-permanent improvements to structures or exterior additions.

1. **FIRST VIOLATION:** If an Owner performs any unapproved permanent or semi-permanent construction work, the Board may levy a fine of \$250.00 or the first violation.
2. **SECOND VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association, the Board may levy a fine of \$1,000.00 for the second violation.
3. **THIRD VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association after the second violation, the Board may levy a fine of \$1,500.00 every 14 days until the violation is resolved.
4. **FOURTH VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association after the third violation, the Board may levy a fine of \$2,000.00 every 14 days until the violation is resolved.
5. For any violation after that, the Board will determine the fine on a case-by-case basis.
6. The Board reserves the right to deviate from the fine amounts set forth herein. The Board also reserves the right to pursue any and all other remedies, including but not limited to the right to take legal action and all other remedies set forth in the Declaration, at the same time or in lieu of levying the fines set forth in this Supplemental Fine Schedule.
7. If the same Property Owner, at the same or a different property within Paseo Villas, commits a repeat violation involving an unapproved exterior change, **a fine of \$2,500 per unapproved change, regardless of the cost of the change, will be imposed.**

EXHIBIT B

SUPPLEMENTAL FINE SCHEDULE – VIOLATIONS RELATING TO UNAPPROVED ARCHITECTURAL MODIFICATIONS

(e.g., unapproved paint, landscaping, or similar alterations)

The following Supplemental Fine Schedule shall apply to violations relating to unapproved architectural modifications such as unapproved paint, landscaping or similar alterations.

1. **FIRST VIOLATION:** If an Owner performs any unapproved architectural modifications, the Board may levy a fine of \$125.00 for the first violation.
2. **SECOND VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association, the Board may levy a fine of \$275.00 for the second violation.
3. **THIRD VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association after the second violation, the Board may levy a fine of \$300.00 every 14 days until the violation is resolved.
4. **FOURTH VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association after the third violation, the Board may levy a fine of \$350.00 every 14 days until the violation is resolved.
5. For any violation after that, the Board will determine the fine on a case-by-case basis.
6. The Board reserves the right to deviate from the fine amounts set forth herein. The Board also reserves the right to pursue any and all other remedies, including but not limited to the right to take legal action and all other remedies set forth in the Declaration, at the same time or in lieu of levying the fines set forth in this Supplemental Fine Schedule.
7. If the same Property Owner, at the same or a different property within Paseo Villas, commits a repeat violation involving an unapproved exterior change, a fine of \$2,500 per unapproved change, regardless of the cost of the change, will be imposed.

EXHIBIT C
SUPPLEMENTAL FINE SCHEDULE – EXTERIOR MAINTENANCE
(e.g., failure to properly maintain Lot, including damage to property, paint maintenance violations and landscaping)

The following Supplemental Fine Schedule shall apply to violations relating to use restrictions set forth in Article VII of the Declaration.

1. **FIRST VIOLATION:** If an Owner violates any of the Use Restrictions set forth in Article VII of the Declaration, the Board may levy a fine of \$100.00 for the first violation.
2. **SECOND VIOLATION:** If an Owner does not remedy the violation within the amount time specified by the Association, the Board may levy a fine of \$150.00 for the second violation. of
3. **THIRD VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association after the second violation, the Board may levy a fine of \$200.00 every 14 days until the violation is resolved.
4. **FOURTH VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association after the third violation, the Board may levy a fine of \$250.00 every 14 days until the violation is resolved.
5. For any violation after that, the Board will determine the fine on a case-by-case basis.
6. The Board reserves the right to deviate from the fine amounts set forth herein. The Board also reserves the right to pursue any and all other remedies, including but not limited to the right to take legal action and all other remedies set forth in the Declaration, at the same time or in lieu of levying the fines set forth in this Supplemental Fine Schedule.
7. If the same Property Owner, at the same or a different property within Pasco Villas, commits a repeat violation involving an unapproved exterior change, **a fine of \$2,500 per unapproved change, regardless of the cost of the change, will be imposed.**

**EXHIBIT D SUPPLEMENTAL FINE SCHEDULE - VIOLATIONS RELATING TO USE
RESTRICTIONS**

(e.g., parking, prohibitions regarding rental restrictions, pets, business use, trash/recycling receptacles, non-permanent alterations, noise, inappropriate actions, etc.)

The following Supplemental Fine Schedule shall apply to violations relating to use restrictions.

1. **FIRST VIOLATION:** If an Owner violates the use restrictions, the Board may levy a fine of \$50.00 for the first violation.
2. **SECOND VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association, the Board may levy a fine of \$75.00 for the second violation.
3. **THIRD VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association after the second violation, the Board may levy a fine of \$100.00 every 14 days until the violation is resolved.
4. **FOURTH VIOLATION:** If an Owner does not remedy the violation within the amount of time specified by the Association after the third violation, the Board may levy a fine of \$125.00 every 14 days until the violation is resolved.
7. If the same Property Owner, at the same or a different property within Paseo Villas, commits a repeat violation involving an unapproved exterior change, a fine of \$2,500 per unapproved change, regardless of the cost of the change, will be imposed.
5. For any violation after that, the Board will determine the fine on a case-by-case basis.
6. The Board reserves the right to deviate from the fine amounts set forth herein. The Board also reserves the right to pursue any and all other remedies, including but not limited to the right to take legal action and all other remedies set forth in the Declaration, at the same time or in lieu of levying the fines set forth in this Supplemental Fine Schedule.
7. If the same Property Owner, at the same or a different property within Paseo Villas, commits a repeat violation involving an unapproved exterior change, **a fine of \$2,500 per unapproved change, regardless of the cost of the change, will be imposed.**

Certified Mailing Fee In addition to the monetary penalties there will be a fifteen (15) dollar certified mailing fee assessed per violation.

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.

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 an assessment. Before any fee 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, and attended, the owner is bound by the decision of a majority of the Board.

**PASEO VILLAS IMPROVEMENT ASSOCIATION
REQUEST FOR ARCHITECTURAL and LANDSCAPE APPROVAL**

Applicant Name _____ Email _____

Property Address _____ Lot # _____ Phone _____

Request in detail, include materials & colors, if applicable (attach drawing(s) or picture(s):

Work to be performed by (contractor) _____

Address & Phone _____

SUBMIT TO:

Vision Community Management
16625 S Desert Foothills Pkwy
Phoenix, AZ 85048
Phone: (480) 759-4945
Fax: (480) 759-8683
paseovillas@wearevision.com

The homeowner agrees to maintain the improvement, if approved. If in the view of the Board of Directors the improvement is not being maintained, the Association has the right to remove or maintain the improvement with the Homeowner bearing all costs. The Homeowner agrees to comply with all city, county, and state laws and to obtain all necessary permits. Architectural approval of this plan does not constitute acceptance of any geological, technical or engineering specifications. All geological, technical and engineering matters are the responsibility of the lot owner.

Name of Lot Owner (Print) _____ Phone _____

Signature of Lot Owner _____ Date Signed _____

The above-described design plan is:

_____ Approved _____ Approved subject to the following conditions:
_____ Disapproved _____ Disapproved due to lack of information

Authorized Signature _____ Date Signed _____