

# **SPO HOMEOWNERS ASSOCIATION**

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

SPO Homeowners Association has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary fines 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 letter will be sent 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 and Assessment of Initial Monetary Penalty**

The Association will assess an Initial Monetary Penalty of twenty five (25) dollars 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. The Owner will be given fourteen (14) calendar days to bring the violation into compliance.

### **Third Notice and Assessment of Additional Monetary Penalty**

The Association will assess an Additional Monetary Penalty of fifty (50) dollars 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. The Owner will be given fourteen (14) calendar days to bring the violation into compliance.

### **Additional Monetary Penalty**

After the imposition of the Maximum Initial Monetary Penalty, the full amount of the Additional Monetary Penalty of one hundred (100) dollars 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. The Owner will be given fourteen (14) calendar days to bring the violation into compliance.

### **Certified Mailing Fee**

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

**Should a period of time of at least ninety (90) 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 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 an assessment. Before any fine 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.

  
\_\_\_\_\_  
SPO Homeowners Association Board President

03/17/2016  
\_\_\_\_\_  
Date

## **SPO HOMEOWNERS ASSOCIATION**

### **Action in Writing by Consent of the Board of Directors**

The undersigned, constituting the members of the Board of Directors for SPO Homeowners Association, an Arizona Non-Profit Corporation, hereby take the following action in writing as taken at a duly called meeting of the Board on March 17, 2016

#### **RESOLVED:**

#### **RECORDS RETENTION POLICY**

**WEREAS:** It is stated in the Nonprofit Corporation Act A.R.S. 10-11601 Corporate Records;

A. A corporation shall keep as permanent records minutes of all meetings of its members and board of directors, a record of all actions taken by the members or board of directors without a meeting and a record of all actions taken by a committee of the board of directors on behalf of the corporation.

B. A corporation shall maintain appropriate accounting records.

C. A corporation or its agent shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members and in alphabetical order by class of membership showing the number of votes each member is entitled to cast and the class of memberships held by each member.

D. A corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

E. A corporation shall keep a copy of all of the following records at its principal office, at its known place of business or at the office of its statutory agent:

1. Its articles or restated articles of incorporation and all amendments to them currently in effect.
2. Its bylaws or restated bylaws and all amendments to them currently in effect.
3. Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations and obligations of members or any class or category of members.
4. The minutes of all members' meetings and records of all actions taken by members without a meeting for the past three years.
5. All written communications to members generally within the past three years, including the financial statements furnished for the past three years under section 10-11620.
6. A list of the names and business addresses of its current directors and officers.
7. Its most recent annual report delivered to the commission under section 10-11622.
8. An agreement among members under section 10-3732.

F. Notwithstanding this chapter, a condominium association shall comply with title 33, chapter 9 and a planned community association shall comply with title 33, chapter 16 to the extent that this chapter is inconsistent with title 33, chapters 9 and 16.

**Whereas:** The Planned Communities Act, A.R.S. 33-1805 and The Condominium Act, A.R.S. 33-1258 state:

A. Except as provided in subsection B of this section, all financial and other records of the association shall be made reasonably available for examination by any member or any person designated by the member in writing as the member's representative. The association shall not charge a member or any person designated by the member in writing for making material available for review. The association shall have ten business days to fulfill a request for examination. On request for purchase of copies of records by any member or any person designated by the member in writing as the member's representative, the association shall have ten business days to provide copies of the requested records. An association may charge a fee for making copies of not more than fifteen cents per page.

Records Retention Resolution

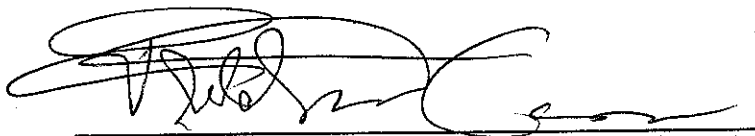
B. Books and records kept by or on behalf of the association and the board may be withheld from disclosure to the extent that the portion withheld relates to any of the following:

1. Privileged communication between an attorney for the association and the association.
2. Pending litigation.
3. Meeting minutes or other records of a session of a board meeting that is not required to be open to all members pursuant to section 33-1804 or 33-1258.
4. Personal, health or financial records of an individual member of the association, an individual employee of the association or an individual employee of a contractor for the association, including records of the association directly related to the personal, health or financial information about an individual member of the association, an individual employee of the association or an individual employee of a contractor for the association.
5. Records relating to the job performance of, compensation of, health records of or specific complaints against an individual employee of the association or an individual employee of a contractor of the association who works under the direction of the association.

C. The association shall not be required to disclose financial and other records of the association if disclosure would violate any state or federal law.

**IT IS RESOLVED** The association adopts the following Records Retention Policy:

- All documents governing the association including but not limited to Declaration of the Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws, Rules and Regulations, Architectural Guidelines, Amendments, Policies and Resolutions shall be kept in both electronic and paper format.
- All committee and board minutes, insurance policies and certificates of insurance, owner's lists, newsletters, notices and other corporate records of the association shall be kept electronically.
- All legal correspondence, contracts, employee and owner files, open and closed legal files and other records of the association protected under A.R.S. 33-1805 or A.R.S. 33-1258 shall be kept permanently in electronic format.
- All financial information including but not limited to financial statements, assessment billing and collection information, bank statements and reconciliations, general ledgers, budgets, tax returns, State and Federal Identification Numbers, payroll and tax records, reserve studies and audits shall be kept in electronic format for a minimum of seven years.
- All annual reports, bids and proposals, and contracts shall be kept electronically for a minimum of five years.
- All corporate reports, general corporate correspondence and other corporate items shall be kept electronically for a minimum of three years.



SPO Homeowners Association Board President

03/17/2016

Date