

# FAIRVIEW MEADOWS COMMUNITY ASSOCIATION CC&R VIOLATION AND ENFORCEMENT POLICY Effective: 2023

The Fairview Meadows 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 33-1803 and the provisions of the CC&R's and Project Documents, as currently in force and effect.

## **GENERAL FINE AND ENFORCEMENT POLICY**

### **First Notice:**

A notice will be delivered by United States Postal Service to the record Owner(s) of the property outlining the violation. The notice will be mailed to the mailing address on record with the Association. In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation letter may be sent to the tenant at the property address. The Owner will be given twenty-one (21) calendar days to bring the violation into compliance. The first Notice will inform the Owner(s) that a monetary penalty in the amount of \$50.00 will be imposed for the violation if the violation is repeated or has not been corrected after twenty-one calendar days from the date of the second Notice.

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

The Association will issue a Second Notice if, after not less than twenty-one (21) 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 of the same CC&R article has repeated or returned. The Association will assess an Initial Monetary Penalty of \$50.00. The second Notice will also inform the Owner(s) that an Additional Monetary Penalty in the amount of \$75.00 will be imposed for the violation if the violation is repeated or has not been corrected after twenty-one (21) calendar days from the date of the Second Notice.

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

The Association will assess an Additional Monetary Penalty of \$75.00 upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation of the same CC&R article has repeated or returned after twenty-one (21) calendar days of the second Notice. Inspections will be conducted to coincide with the terms of the notices. The Third Notice will also inform the Owner(s) that an Additional Monetary Penalty in the amount of \$100.00 will be imposed for the violation if the violation is repeated or has not been corrected within twenty-one (21) calendar days of the Third Notice.

### **Fourth Notice and Assessment of Additional Monetary Penalty:**

The Association will assess an Additional Monetary Penalty of \$100.00 upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation of the same CC&R article has repeated or returned after twenty-one (21) calendar days of the third Notice. Inspections will be conducted to coincide with the terms of the notices. The Fourth Notice will also inform the Owner(s) that an Additional Monetary Penalty in the amount of \$150.00 will be imposed for the violation if the violation is repeated or has not been corrected within twenty-one (21) calendar days of the Fourth Notice.

### **Fifth Notice and Assessment of Additional Monetary Penalty:**

The Association will assess an Additional Monetary Penalty of \$150.00 upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation of the same CC&R article has repeated or has returned after twenty-one (21) calendar days of the fourth Notice. Inspections will be conducted to coincide with the terms of the notices. The Fifth Notice will also inform the Owner(s) that an Additional Monetary Penalty in the amount of \$150.00 will be imposed for the violation if the violation is repeated or has not been corrected within twenty-one (21) calendar days of the Fifth Notice.

**Continuing Violations:**

Continuing Violations will be reviewed and evaluated by the Board on how to proceed depending on possible extenuating circumstances. The Board reserves the right to continue with the enforcement policy if the violation continues without resolution after the fifth notice as follows: a monetary penalty of \$150.00 shall be assessed every twenty-one (21) calendar days until the violation is resolved.

**\*All penalty notices may be sent via regular and certified mail. The homeowner will be responsible for a certified fee added to the penalty.**

**Should a period of at least 120 days lapse between violations notices citing the same CC&R article, 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 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. If the Owner delivers a written request for a hearing within the prescribed time period and by the prescribed manner, the Association shall suspend any further action regarding the Violation pending the outcome of the hearing.

**SPECIFIC VIOLATIONS AND FINE POLICY**

In addition to the General Fine Policy explained above, the following fine policy shall govern for the following violations:

Violation	First Monetary Penalty	Second and Third Monetary Penalty	Fourth Monetary Penalties	Fifth and Continuing Monetary Penalties
Trash Containers / Signs / Holiday Decorations	\$50.00	\$75.00	\$100.00	\$150.00
Vehicle Parking / Recreational Vehicles	\$50.00	\$75.00	\$100.00	\$150.00
Landscape Maintenance	\$50.00	\$75.00	\$100.00	\$150.00
Architectural Guidelines	\$50.00	\$75.00	\$100.00	\$150.00
Items in View	\$50.00	\$75.00	\$100.00	\$150.00

Incomplete Landscaping	\$50.00	\$75.00	\$100.00	\$150.00
Appearance and Maintenance	\$50.00	\$75.00	\$100.00	\$150.00

**CERTIFICATION**

I, Steven C. Belt, am the President of the Association and affirm that on the 20th day of September, 2023, the Association's Board of Directors met in a duly noticed open meeting and adopted the above Resolution.

By: Steven C. Belt  
 Its: President