

The Oasis at Magic Ranch

Homeowners Association

CC&R VIOLATION AND ENFORCEMENT POLICY

February 2013

The Oasis at Magic Ranch 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 Document, as currently in force and effect.

***The Board of Directors reserves the right to establish monetary fines equal to the violation offense.**

First Letter:

A Violation Notice of intent to fine will be sent to the Owner of the property stating the violation and notifying him/her of the Association's intent to assess a monetary penalty if the violation exists 10 days after the initial notice is sent. The Owner will be given ten (10) calendar days from the date of the letter to bring the violation into compliance.

**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.

Second Letter and Fine Notice:

Should the violation not be corrected by the time of the 2nd inspection, a second notice will be sent stating that the Association has assessed a monetary penalty. By Law, the offender MUST respond IN WRITING within 10 days. The response can be a written appeal or it can be a request for a hearing with the Board. Failure to respond IN WRITING can and will result in the forfeiture of Due Process Rights making the fine due and payable within 30 days.

If the violation continues for an additional ten (10) calendar days, additional fines will be assessed to the Owner's account for each and every ten (10) day period thereafter. Any cost incurred by the Association, including attorney fees, will be assessed against the Owner.