

HOA RULES FOR LIVING  
AT  
CHANDLER CROSSING ESTATES  
Updated 2/5/2004  
**[www.chandlercrossinghoa.com](http://www.chandlercrossinghoa.com)**

**CHANDLER CROSSING ESTATES HOMEOWNERS ASSOCIATION**  
**[www.chandlercrossinghoa.com](http://www.chandlercrossinghoa.com)**

The following is a summary of the Rules and Regulations governing certain areas of your property. Please remember that your Board of Directors and Management Team are here to educate homeowners about community association living. The purpose of these rules and the many other governing documents is to protect property values in your community and enhance the quality of life of the neighborhood.

**Chandler Crossing Estates**

**HOMEOWNER HANDBOOK**

**Presented by**  
**The Board of Directors and the Architectural Committee**

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**CHANDLER CROSSING ESTATES HOMEOWNER'S ASSOCIATION**

**[www.chandlercrossinghoa.com](http://www.chandlercrossinghoa.com)**

Your volunteer Board of Directors, Committees and our Management Company want your experience with Association living to be a very positive one. In today's world of multiple wage earner households and high home turnover, establishing and keeping the 'neighborhood feel' is the responsibility of each family. We hope that you will not only assume this responsibility, but also become active in your community and association. To those of you who are new homeowners- a hearty welcome to you in your new home

This Handbook is designed to provide you with an easy reference guide for Information regarding your Association responsibilities. For detailed Information, please refer to the recorded documents of your Association- the Covenants, Conditions, and Restrictions, the Bylaws, and the Articles of Incorporation.- We attempt to keep the content of this handbook current, If a contradiction between this handbook and the CC&R's or Association Rules should arise, the official documents ALWAYS take precedence. The website contains all pertinent information.

Chandler Crossing Estates was developed in 1994 and completed in 1996, by Elliott Homes. The community was built in 2 phases, Chandler Crossing Estates Unit I and Chandler Crossing Estates Unit II. The community consists of 348 homes and was developed with 2 large common areas on the east and west boundaries of the property. We hope you will use and enjoy these common areas as they represent a large Investment by your Association.

The east common area was designed with large grassy areas, basketball courts and tennis courts. Chandler Crossing Estates has a special agreement concerning the tennis courts. Use and maintenance of the tennis courts is shared with Valley Christian High School (VCHS), our neighbor to the south of the property. Please remember that priority use of the tennis courts has been granted to Valley Christian High School. If the courts are occupied, please wait your turn or return at a later time. Both the green belt property south of Harrison St., and the courts are the property of Valley Christian High School.

Chandler Crossing Estates is governed by a Board of Directors of 3 homeowner members, each elected for a 3 year term. At this time, your Board of Directors has chosen to retain the services of a professional management company to manage the day-to-day operations of the community. The management company performs administrative, accounting and management tasks at the direction of the Board of Directors. Questions regarding your association should be directed to your management team:

City Property Management Company  
4645 East Cotton Gin Loop  
Phoenix, AZ 85040 (602)  
437-4777

## **RULES AND REGULATIONS**

### **Rules Summary:**

If you as homeowners or renters follow the following 5 simple tips for living in an HOA, chances are you will never hear from us in any negative way. If you do have a problem, get in touch with us, don't let it fester.

1. Keep your lot neat, clean and free of weeds. That includes your property between party wall and sidewalk, especially around mailboxes and electrical transformers. Take care of dead plant material ASAP and don't allow trees and plants to grow onto sidewalks or into neighbor's yards.
2. If you want to make significant change or addition to your home or property, get an approval from the HOA Architectural committee first. Don't install anything on your property that neighbors can see or hear or extend above the party wall height without Architectural committee approval.
3. Please park in your driveway or garage and not on the street, for any significant time period.
4. Please keep trash and recycle cans off the streets except on pickup days.
5. Please don't allow your pets to become a nuisance to your neighbors. Pick up after your animals and please don't use the playground area as a dog run. Kids play there.

### **MAINTENANCE OF LAWNS AND PLANTS**

Owner of lots and parcels shall keep all shrubs, trees, hedges, grass and plantings of every kind neatly trimmed and in healthy state. Owners shall not allow weeds, dead bushes or plants, including grass cuttings and branches, to accumulate on their lot. Owners shall keep all lots free of rubbish and litter with a neat and tidy appearance. Owners whose lots have party walls that border sidewalks are responsible for keeping the space between sidewalk and patio wall neat, clean, and weed free- you own this property. This includes areas around mailboxes and electrical distribution boxes.

### **LANDSCAPING GUIDELINES**

Any significant alterations or modifications to the landscaping which are visible to neighboring or public property require an architectural form to be submitted and approved. The form is on our website, and is also available from City Property Management Company.

No tree, shrub, or other plant material may overhang or encroach on any sidewalk or pedestrian or bike walkway, from ground level to eight feet in height. No plant containing thorns (bougainvillea, roses, and cactus) may be closer than three feet from any sidewalk or pedestrian or bike walkways.

Turf, approved ground cover, decomposed granite, or other natural rock material to provide a neat, dust-free appearance must cover all bare earth. No artificially colored rock or artificial turf is allowed. No pile of rock may be left unattended for a period longer than 2 weeks.

Owners of lots and parcels shall keep all shrubs, trees, hedges, grass and plants of every kind neatly trimmed and in a healthy state. Owners shall not allow weeds, dead bushes or plants, including grass cuttings and branches, to accumulate on their lot or parcel. Owners shall keep all lots free of rubbish and litter, with a neat and tidy appearance.

## **PARKING VEHICLES**

The CC&R's prohibits Owners from parking on the streets, and limit guests to parking on the street no more than 48 hours in any 7-day period. Based on these requirements, the Board adopts the following policy for enforcing parking restrictions on streets. As you know, vehicles parking on the streets cause a variety of problems. They attract thieves to the neighborhood (especially at night); they are dangerous for children playing in the neighborhood and represent a hazard for emergency vehicles and residents navigating our often-winding streets. The best place for any vehicle is in the garage or at least on the driveway.

### **The Board intends to enforce the parking restrictions as follows:**

Chandler Crossing HOA will strictly enforce the ban on overnight parking on Chandler Crossing streets. Homeowners with vehicles parked on the street overnight two (2) or more days in a week will be subject to fines.

Parking on the street during daylight hours is frowned upon. Letters requesting the vehicle is placed in the garage or driveway may be sent.

Visitors of any homeowner may not park on the street for more than 48 hours in any 7-day period. If a visitor's vehicle must be parked on the street for some reason beyond this time period, the Owner must contact the Property Manager to avoid fines.

A truck shall be considered any motor vehicle, either personal or commercial, that is (1) rated by the manufacturer as exceeding one (1) ton in payload capacity, or (ii) exceeds any of the following dimensions: 230 inches in length, 80 inches in height, or 84 inches in width.

Boats, campers, mobile homes, recreational vehicles, commercial vehicles, trucks, all-terrain vehicles, inoperable vehicles, and other similar equipment or vehicles shall not be parked in public view except as specifically permitted by Section 8.16 of the Declaration.

No vehicles may be constructed, repaired, or stored as to be visible from neighboring property, except in the event of an emergency situation.

No vehicle may be parked on unapproved parking surfaces such as dirt or gravel.

Only a reasonable number of animals may be kept within a Lot (See Chandler City Code). The animals may not become a nuisance or make unreasonable noise. Each Member is responsible for cleaning up after his or her animals, and for complying with City, County and State leash laws. When you walk your animals, you must carry a pooper-scooper or other means for retrieving and disposing of any feces deposited by your pets on common areas or any other lot. In addition, please refer to Chandler Crossing Estates policy and procedures for barking dogs.

### **DOG BARKING POLICY**

Upon receipt of a complaint of a barking dog within Chandler Crossing Estates, including the address of the offending dog's owner, management shall document the complaint in the dog owner's deed violation history, including the date and time of the violation and the owner's name who is submitting the complaint.

Upon receipt of a second independent complaint of the same barking dog, within a 3 day period of the first complaint, management shall document the complaint as per above and shall begin the violation process pursuant to the association's deed violation policy.

Two independent complaints from Chandler Crossing Estates homeowners shall waive the need for verification of the violation by management. The names of the complainants shall not be released to the dog's owners or any other unauthorized person, unless required by law.

### **GARBAGE AND TRASH**

No garbage or trash may be placed on any lot or parcel, except in covered containers that meet the specifications of the City of Chandler. Each Owner is responsible for removal of rubbish, debris, and garbage not only from his lot or parcel but also from all public right-of way in front of or along side of the owner's lot or parcel. Trash containers may not be visible from neighboring property except on collection day. **Trash containers should be put out no earlier than 5PM the night before pick-up.**

### **PARTY WALLS AND FENCES**

Owners of lots or parcels have equally shared responsibility for erection, maintenance and repairs of all party walls, except when one owner is responsible for damage or destruction, in which case, said owner is solely responsible for damage or destruction, and is also solely responsible for restoring the wall to a condition equivalent to new construction.

Perimeter walls, fences or entrance ways, which are not maintained by the Association, will be maintained solely by the lot or parcel owner.

Any lot owner must obtain written approval from the Architectural Committee for removal of any wall for the purpose of the installation of a pool.

No wall may be modified in any way without architectural form submittal and written approval from the Architectural Committee.

Wood, split rail, chain link, wrought iron, vinyl or picket fences are not allowed. No wall in excess of 3 feet in height may be constructed in the front yard.

### **PAINTING**

Chandler Crossing Estates Homeowners Association has an approved palette of paint colors. Request for changes to existing paint colors must be submitted to the HOA and Architectural Committee.

## BUSINESS

All lots shall be used, improved and devoted exclusively to residential use by a single family. No trade or business may be conducted on any Lot or in or from any residence unless: the existence and operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; the business activity conforms to all applicable zoning ordinances or requirements for the Property; the activity does not involve door-to-door solicitation in the Property; and does not create a nuisance nor a hazardous or offensive use or threaten security or safety of other residents.

## HOLIDAY DECORATIONS

Seasonal decorations may be displayed from November 1st to January 15th, however decorations must be removed within 15 days following any holiday within this time period. Decorations may be displayed during the rest of the year no earlier than 1 week before and no later than 1 week after any nationally recognized holiday.

## NUISANCES

No unlawful, offensive, obnoxious or immoral activity or condition shall be carried on or maintained upon any portion of the Property. External speakers, bells, horns, whistles and similar devices excluding security devices shall not be allowed. The definition of what constitutes a violation of this section rests solely within the discretion of the Board of Directors.

## TENNIS COURT RULES

The Tennis and Basketball Courts at Chandler Crossing Estates are for the use and enjoyment of the homeowners and residents of the community. Please be courteous to other players. VCHS owns both the courts and property and has priority use privileges.

The tennis courts were designed for use for tennis only. No roller blading, hockey, or other inappropriate activity is permitted. Pets, food, breakable containers, etc. are not permitted within the tennis court area.

## ARCHITECTURAL RULES

Your association has a set of Architectural Rules which provide you with guidelines and rules that you must adhere to when considering a change to the external appearance of your home and lot. Do not undertake construction of a modification to the exterior without prior approval of the Architectural Committee. **There is a form on our website for your use in applying for approval.**

Do not install anything in your backyard, which exceeds the height of your party wall without Architectural Committee approval. In general, the Architectural Committee will require adjacent homeowner's approval of any change affecting their view. Any homeowner, who believes an architectural rule is being violated, should contact the Management Company. Management company representatives cannot see into most back yards, and cannot trespass on private property to view back yards.

No excavation or grading work shall be performed on any lot, no Improvement shall be constructed on any lot, and no addition, alteration, repair, change or other work that in any way alters the exterior appearance of any residence shall be made or done without the prior approval of the HOA and Architectural

Committee. The Committee shall refuse to approve any plans or specifications that, in its opinion, are not suitable or desirable for aesthetic or other reasons. The committee shall consider the suitability of the proposed construction, improvement or alteration relative to its location, the harmony thereof with the surrounds, and the effect thereof on the property

**ALL APPROVED MODIFICATIONS MUST BE COMPLETED WITHIN 90 DAYS OF THE DATE OF THE APPROVAL FROM THE ARCHITECTURAL COMMITTEE. MODIFICATIONS MUST BE INSTALLED AS APPROVED; APPROVED PLANS MAY NOT BE ALTERED WITHOUT THE APPROVAL OF THE COMMITTEE.**

### **AWNINGS**

The Architectural Committee must approve all awnings prior to installation.

### **BASKETBALL HOOPS**

Fixed-in-place basketball goals and backboards, whether free standing or attached to the Residence, are prohibited. All portable basketball hoop poles must be painted black, white, aluminum color or to match the body color of the house. Portable hoops must be kept in good condition. No portable basketball hoop may be placed or used on the street, sidewalk or public right of way. If the portable basketball hoop is to be utilized on the side of the driveway that is adjacent to the neighbors' yard, written consent from said neighbor is required. A complaint concerning use by this adjoining neighbor will be sufficient cause for the HOA to require removal of the portable hoop from that location. Rear yard sport courts will be reviewed on a case by case basis upon submittal of an architectural form.

### **CLOTHES DRYING FACILITIES**

No outside clothes line or other outside facilities for drying or airing clothes shall be erected placed or maintained on any Lot so as to be visible from neighboring or public property.

### **DRIVEWAY EXTENSIONS**

Driveway extensions may not be installed directly adjacent to a neighboring property's driveway or sidewalk without a minimum five-foot landscape buffer separating the driveway/sidewalks.

### **GUTTERS AND DOWN SPOUTS**

Gutters and Downspouts may be installed provided that they are painted to match the house body and trim colors.

### **LIGHTING AND WINDOW COVERINGS**

There shall be no new additions of spotlights or other lights on any lot or parcel, which may reflect upon or cause glare to neighboring properties.

Foil or light-reflective material may not be placed or maintained In windows or glass areas and these or similar materials shall not be Installed anywhere else on any structure erected on a lot. No aluminum roll-up shades are allowed.

Window coverings must be manufactured for the sole purpose of covering window areas. The use of bed sheets or other materials not specifically manufactured for the purpose of covering windows is prohibited. Window coverings must be installed no later than 30 days after close of escrow.

### **PLANS AND PERMITS**

All buildings and structures erected within Chandler Crossing Estates shall comply with all applicable City of Chandler zoning and code requirements as well as Chandler Crossing Estates Declaration and these Rules. Approval by the association does not imply compliance with City, County, or other governmental requirements. No warranty or structural guarantee is implied by association approval of any modification.

### **POOLS AND SPAS**

Backwash and other discharge of water from pools are not permitted into Chandler Crossing Estates common areas or neighboring lots.

All above ground pools and spas must be approved by the Architectural Committee. Above ground pools and spas may not be placed within 5 feet of any party or common wall.

### **REPAIR OF BUILDINGS AND STRUCTURES**

Buildings and other structures shall not be permitted to fall into a state of disrepair or unsightliness. Any structure damage shall be repaired, rebuilt or removed as appropriate, in the shortest time frame practical. The Board of Directors shall determine practicality.

### **ROOF INSTALLATIONS AND SOLAR PANELS**

The installation of solar panels, air conditioning, evaporative coolers or other roof top apparatus, structure or object shall not be permitted without an architectural form submitted and approval from the Architectural Committee. All vents and vent pipe stacks must be painted to match the roof color.

### **SATELLITE DISHES**

Please refer to the Associations Antenna Resolution and Policy.

### **SCREEN/STORM DOORS**

Screen and security doors must be bronze, black or match the color of the window frames, or be stained or painted to match the color of the entry door and must be architecturally integrated into the design of the home. No aluminum doors are permitted. Natural wood must be approved by the Architectural Committee.

## **SIGNS**

The entry area monuments at 56<sup>1</sup>/<sub>2</sub> St. & Harrison and Ray & Stacie are not to be used for placement of realty, for rent or garage sale signs except on weekends.

No sign, banner or placard shall be installed or maintained anywhere on the Lot or the exterior of the Residence without the prior written approval of the Architectural Committee. One dignified For Sale or For Lease sign no more than 6 square feet may be placed in the front yard of a residence.

One home security sign may be placed no farther than 36 Inches from the most forward portion of the house.

## **STATUES, FOUNTAINS AND WATER FEATURES**

No statue, fountain or water feature may be placed within view of neighboring or common areas without written approval of the Architectural Committee.

## **STORAGE SHEDS, GAZEBOS. PATIO COVERS. SWING SETS AND PLAYSETS**

Any structure exceeding the height of the wall surrounding the house may not be erected without written approval from the Architectural Committee. The Architectural Committee will generally require the homeowner desiring to erect a structure exceeding wall height, to submit written approval from all adjacent neighbors who can see the item from their property. Any visible flat portion of the structure must be painted to match the body color on the house. No storage sheds, gazebos, or play sets may be erected within 5 feet of any party or common wall. Canopies are permitted, provided that they are maintained properly. **Visible portions of the structures must be painted to match the house color.**

## **FLAG POLICY-** Adopted July, 2002

Homeowners are encouraged to fly the American flag from a home-mounted bracket. Architectural Committee approval is not required for home-mounted bracket use.

Should you elect to place a flagpole on your property, you must adhere to the following requirements. Please remember that the standard flag size is 3 x 5 feet; 2 x 3 foot flags are also available.

- A. An architectural submittal should always be completed and submitted in advance to the property manager for approval by the Architectural Committee.
- B. In general, Flagpoles should not exceed 15 feet height above ground. Exceptions will be made depending on the architecture of the home.
- C. Flagpoles should only be placed in the front yard.
- D. Flagpoles should be placed at least 10 feet from sidewalks so as not to endanger children running or bicycling on sidewalks.

- E. Flagpoles should be constructed to withstand the high winds of monsoon season, retain their appearance under Arizona weather conditions, and be easily removable should the pole become damaged or its appearance deteriorate.
- F. Only the American flag may be flown.
- G. Size of the flag may not exceed 3X5 feet.

Regardless of how you choose to fly your flag, please adhere to proper flag-flying etiquette. Flag etiquette is available on the Chandler Crossing Web site at [www.chandlercrossinghoa.com](http://www.chandlercrossinghoa.com).

**ANTENNA RESOLUTION AND POLICY**

**Types of Antennas**

- A. This Resolution applies only to the following three types of antennas listed in the FCC Rules:
  - 1. Direct Broadcast Satellite ('DBS') antennas less than one meter in diameter may now be installed, while DBS antennas larger than one meter is still prohibited without the approval of the Architectural Committee.
  - 2. Multi-point Distribution Service ('MDS') antennas less than one meter in diameter may now be installed, while MDS antennas larger than one meter are still prohibited without the approval of the Architectural Committee.
  - 3. Antennas designed to receive television broadcast signals may now be installed.
- B. All other antennas, except the three listed above, are still prohibited without the approval HOA and of the architectural Committee.

**Location and Installation**

If the antenna is one of the three types now allowed without the approval of the Architectural Committee, the antenna must still comply with the following regulations:

- A. No antenna may encroach upon the common area or the property of another owner.
- B. An antenna must be placed inside the dwelling if an acceptable signal quality may be received from any place within the dwelling.
- C. The antenna must be shielded from view from the street and neighboring properties to the maximum extent possible as long as an acceptable signal quality may be received. If necessary to shield the antenna from view, the Association may require that the antenna be shielded by landscaping that complies with the Association's landscape requirements.
- C. Antennas, masts and any visible wiring must be painted to match the color of the structure to which they are installed so long as an acceptable signal can be received and painting the antenna does not void the manufacturers warranty.
- E. No more than one antenna of each provider may be installed.
- F. The antenna must comply with all applicable city, county and state laws, regulations and codes. The Association must be provided with a copy of any applicable governmental permits.

- G. Installation must be pursuant to the manufacturer's Instructions.
- H. In order to protect against personal Injury and property damage, an antenna may not be placed in a location where it may come into contact with a power line.
- I. In order to protect against personal Injury, antennas may not be blocked or obstruct any driver's view of an Intersection or street.
- J. In order to protect against personal Injury and property damage, all antennas must be properly grounded and secured.
- K. If the antenna is attached to a mast, the following regulations apply:
  - 1. Mast height shall be no higher than absolutely necessary to receive acceptable signal quality.
  - 2. Masts that extend more than twelve feet above the roof line must be approved by the Association before Installation and the application must include a detailed description of the method by which the masts are secured and an explanation regarding the necessity of such a mast.
  - 3. Masts must be installed by a licensed contractor and must be painted to match their surroundings.
  - 4. Masts must not encroach upon the common area or another owner's Property.
  - 5. In order to protect against personal injury and property damage, a mast may not be installed so that it would touch a power line if it fell.

**Maintenance of the Antenna**

- A. The owner is responsible for all costs associated with the installation and maintenance of an antenna.
- B. The owner is responsible for all damage caused by or connected with the antenna.
- C. The owner must hold the Association harmless and indemnify the Association in the event that someone is injured by the antenna.
- D. The owner shall keep the antenna in good repair so that it does not violate any portion of this Resolution and policy.

**Chandler Crossing Estates Homeowners Association  
Violation Enforcement Policy**

**I. Establishment of a Violation.**

- A. **Architectural.** Any improvements (as such term is defined in Section 6.1 of the Declaration and any part of the Architectural Rules) of any kind or nature erected, placed or altered on any Lot which has not been first approved by the governing Architectural Committee (Committee) or which does not in all respects conform to that which has been so approved is deemed a 'Violation' under this Enforcement Policy- for all purposes.
- B. **Use Restrictions.** Any activity or condition allowed to continue on any Lot that is in direct opposition to Article III and Article IX of the Declaration which is not expressly authorized by the

Board is deemed a Violation' under this enforcement policy for all purposes.

- C. **Rules and Regulations.** Any activity or condition allowed continuing on any Lot that is in direct opposition to the Chandler Crossing Estates Homeowners Association Rules and Regulations.

2. **Notice of Violation.**

- A. **Initial Notice-** Upon verification of the existence of a Violation by the management staff ('Management') of Chandler Crossing Estates, Management will send to the Lot Owner a written notice of the discovery of the violation. The initial notice will inform the recipient as follows:

- 1. The nature, description and location of the Violation; and
- 2. A request to remedy the Violation; and
- 3. Notice that if the Violation has already been corrected or plans and specifications for a subject improvement have been submitted to the Architectural Committee, to disregard the notice.

- 3. **Second Notice of Violation.** If the Lot Owner fails to remedy the Violation or fails to submit plans and specifications for the offending Improvement to the Architectural Committee or If the Architectural Committee has denied approval of the plans and specifications submitted, and the violation is continuing no earlier than ten (10) days from the initial Notice, Management shall send to the Lot Owner a Second Notice of Violation informing the recipient as follows:

- A. The nature, description and location of the Violation and the failure of the Lot owner to correct the Violation as previously requested; and
- B. Notice that if the Violation is corrected or eliminated within ten (10) days from the delivery of the Second Notice of Violation, no further action will be taken; and
- C. If necessary, work on any improvement must cease immediately and may not resume without the expressed written approval of the Architectural Committee; and
- D. Failure to remedy or cease work on any subject Improvement will result In the Association electing to pursue any one or more of the remedies available to the Association under the Declaration, By-Laws or this Enforcement Policy.

4. **Third Notice of Violation/Failure to Remedy. Failure to cease all work**

Immediately upon receipt of the Second Notice of Violation, or (1) remedy the current violation existing upon the Lot within ten (10) days of the date of the Notice of Violation, shall constitute a continuing Violation and result In one or more of the following: (a) a fine being levied by the Association against the Lot owner, (b) correction of the offending improvement by the Association at the expense of the Lot Owner through a Benefited Assessment being levied against the Lot Owner, which may be recorded as a lien against the Lot or (c) any other remedy under law or at equity, the Declaration or this Enforcement Policy, Including but not limited to, Injunctive relief. Management shall send to the Lot Owner a formal Notice of Fine informing the recipient of the continuing Violation and the remedy chosen as a result thereof. The date of the Notice of Fine shall be the Notice of Fine Date.

5. **Fine Structure.** Any fine imposed for a continuing violation will be imposed at a rate of up to \$10.00 per day (unless otherwise determined by the Board) beginning to accrue no earlier than ten (10) days following the Notice of Fine date. For most recurring violations, the Board intends to impose the following fines, based on the number of violations that occur within a twelve (12) month period:

- 1. *First occurrence of violation for which fine would be imposed.....\$25.00*
- 2. *Second occurrence of violation for which fine would be imposed.....\$50.00*
- 3. *Additional occurrences of violations for which fines would be imposed.....\$100.00*

6. **Hearing.** Included In the Notice of Fine will be the opportunity for the Lot Owner to request and be granted a hearing by the appropriate Committee or the Board prior to any fine or benefited Assessment being levied upon the Lot Owner. The Notice of Fine will allow the Lot Owner fifteen (15) days to contact Management, in writing, to request a hearing upon the issue of the continuing Violation. Should the Lot Owner fail to contact Management within fifteen (15) days of the Notice of Fine Date, that party will have waived Its opportunity for said hearing.

7. **Corrective Action.** Section 8.11 of Declaration gives the Association the authority to make corrective actions to a lot to enforce needed maintenance.

8. **Referral to Legal Council.** Where a Violation Is determined to exist and Is referred to the Board of Directors of the Association pursuant to any of the provisions of this Enforcement Policy and where Management deems It to be In the best Interests of the Association, the Board may, at any time during the enforcement process, refer the Violation to legal council for action seeking injunctive relief against the Lot Owner to correct or otherwise abate the Violation, or to pursue any other legal or equitable, remedy that may be available to the Association.

9. **Notices.**

A. Any notice required by this Enforcement Policy to be given, sent, delivered or received in writing will be deemed to have been given, sent, delivered or received, as the case may be, upon the earlier to occur of the following:

- 1. When the notice is delivered by tele-copy, the notice is deemed delivered when the sender receives a facsimile acknowledgment acknowledging delivery of tele-copy.
- 2. When the notice Is placed into the care and custody of the United States Postal Service, the notice Is deemed delivered as of the date the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association. Any Third Notice of Violation will be sent certified mail, return receipt requested.

B. Where the interests of an Owner In a Lot have been handled by a representative or agent of such Owner or where owner has otherwise acted so as to put the Association on notice that Its Interests In a Lot has been and is being handled by a representative or agent, any notice or communication from the Association or Management pursuant o this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

10. **Cure of Violation in Enforcement.** A Lot Owner may correct or eliminate a Violation at any time during the duration of any procedure prescribed by this Enforcement Policy, Upon verification by Management that the Violation has been corrected or eliminated, the Violation will be deemed no longer to exist and the Notice of Violation voided. The Lot Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, If not paid upon demand thereof by Management, will be referred to the Association for collection as a Benefited Assessment pursuant to Article IX of the Declaration. If Violation reoccurs within 12 months of the previous same violation, the notification procedure will begin at the 'Third Notice of Violation' step above.

*If you are unable to attend Board Meetings or the Annual Meeting and need Information, most association records are available for review by association members. The following is the policy governing access to these records.*

**POLICY RESOLUTION**  
**FOR**  
**ACCESS TO ASSOCIATION RECORDS**

1. A notice of Intent to Inspect must be submitted in writing, stating the proper purpose, to the Board of Directors and/or its duly authorized agent at least 24 hours prior to the planned Inspection. The Arizona Non-Profit Corporation Act provides that all books and records of a corporation may be inspected by any member of his agent, or attorney for any proper purpose, at any reasonable time.
2. The notice must specify, with some particularity, which records are to be inspected, so that such records may be recovered in an orderly manner and assembled for inspection.
3. All records shall be inspected at the registered office of the Association, located at 4645 E. Cotton Gin Loop, Phoenix, AZ. 85040, between the hours of 8:00am and 5:00PM, Monday through Friday (except holidays).
4. Under the Nonprofit Corporation Act and Planned Community Act, there are four (4) types of documents that can be withheld from review:
  - A. Advice from an Attorney,
  - B. Employment personnel matters,
  - C. Pending or contemplation litigation, and
  - D. Pending or contemplated matters relating to enforcement of the Associations governing documents.
5. Person(s) requesting access shall not disrupt the ordinary business activities of the registered office during the course of Inspection.
6. No original records may be removed from the office without the express consent of the Board of Directors.
7. Certain records of the Association for prior years may be located at remote storage facilities. Persons) requesting inspection of such records will be required to reimburse the Association for the cost of recovery and subsequent re-storage of these records at cost.
8. In the event the persons reviewing the records is desirous of making photocopies; copies will be furnished at cost to the requesting party at \$.15 per copy.
9. The association is under no obligation to provide any additional Information other than, that which is required by law.