

Dear Member,

Enclosed you will find your copy of the ***Enforcement Policy for the Control of Weeds and Debris Within the Queen Creek Ranchettes III Community***. Please review this policy and keep it with your copies of your community's governing documents. This policy supercedes any previous policy specifically regarding weed and debris control within the Queen Creek Ranchettes III community. The policy is designed to help owners manage their properties in a conscientious, ongoing manner.

The Board of Directors has decided to implement this policy for several reasons.

1. The current Violation Enforcement Policy that is in place has not been effective in assisting the Association in influencing timely Owner compliance specifically of weed and debris maintenance on their property.
2. There are no provisions made in any of our community's governing documents that require residential construction to begin on unimproved Lots within any specific timeframe. Therefore, unimproved lots could potentially remain unimproved for an indefinite period of time. Please bear in mind, though, that this policy pertains to all properties within our community, not just the unimproved ones.
3. Since the inception of our community seven or eight years ago, weed control has been a major maintenance problem season after season and is especially troubling and time consuming to those members who live on the property.
4. The Board is convinced that the presence of overgrown weeds and debris may exhibit a negative perception of our community to its members, and to persons who may consider potentially becoming part of our community.
5. Overgrown weeds and debris are havens for rodents, snakes, scorpions and any other creature that may find them comfortable. Overgrown weeds easily proliferate to nearby properties and can become combustion hazards. All of these situations become problems for adjacent property owners to deal with.

The Board recommends all property owners inspect their properties **monthly** for weeds and debris and requires that they be maintained as indicated in the policy.

If you are unable to perform the maintenance and corrective action on your properties yourself, the Board recommends that you retain the ongoing services of someone who can regularly inspect and maintain your property for you. A list of potential weed contractors provided by the Town of Queen Creek has been included for your convenience. The Association makes no recommendation for the use of any one contractor and does not warrant the work of those contractors listed.

If you have any questions or comments, please contact my office. Thank you for supporting your community.

Brian Quillen
On behalf of the Board

RESOLUTION OF THE BOARD OF DIRECTORS
QUEEN CREEK RANCHETTES III HOMEOWNER'S ASSOCIATION

ENFORCEMENT POLICY FOR THE CONTROL OF WEEDS AND DEBRIS WITHIN THE
QUEEN CREEK RANCHETTES III COMMUNITY

Adopted October 3, 2006

WHEREAS, Article 7.1 allows the Association to manage, maintain, repair and replace the Areas of Association Responsibility and be the sole judge of said maintenance, and

WHEREAS, Article 7.2 requires that each lot Owner to be responsible for maintaining all aspects of owned property to include, but not limited to, weed and debris control, and requires all Lots upon which no Residential Units have been constructed to be maintained in a weed free and attractive manner, and

WHEREAS, Article 7.4 allows the Association to take corrective action in the event that any portion of any Lot is not maintained so as to substantially detract from the appearance or quality of the surrounding Lots or as to present a public or private nuisance, and

WHEREAS, the Board of Directors of the Queen Creek Ranchettes III Homeowner's Association has recognized the need to implement a policy regarding weed control,

BE IT RESOLVED, that effective immediately, the following weed control policy will be implemented and supercede any previous weed control policy to date.

1. In the event that weeds or debris are observed on any Lot within the Queen Creek Ranchettes III Area of Association Responsibility that are six (6) to ten (10) inches tall or higher (per Town of Queen Creek Zoning Ordinance Article 10-2 and IPMC 302.4), and Visible from Neighboring Property, the Board of Directors or a representative of the Board of Directors shall notify the property Owner in writing via **certified U.S. mail** of the weed or debris maintenance problem and inform the property Owner that it is their responsibility to take corrective action within fourteen (14) days (Article 7.4).
2. If the property owner cannot perform the corrective action within the requested 14 day period due to a valid reason that is acceptable to the Board, it is the responsibility of the property owner to contact the Board or a representative of the Board **IN WRITING** within those 14 days to provide notice as such. The property owner must then specify in writing to the Board or Board representative an exact date as to when the weeds and/or debris will be removed. **This date cannot exceed 30 days after the date of the initial written notice.**
3. If at the expiration of the initial fourteen day period of time the requisite corrective action has not been taken by and no written communication has been received from the Owner of the Lot, the Association's **legal counsel** will deliver a second written notice to the Owner of the Lot by **certified U.S. mail** explaining that if the requisite corrective action is not taken within 14 days, the following will occur:

- a. The Association shall cause the corrective action to be taken to remedy the weed and/or debris problem.
 - b. A charge of five-hundred dollars, (\$500.00) will be assessed to the Owner's Homeowner's Association account by the Association's accounting representative.
4. All costs incurred by the Association in performing the corrective action shall include, but are not limited to, the cost of performing the corrective action, and an Association maintenance fee of \$100.00.
5. The cost of all certified mail delivery will be assessed to the property Owner's Homeowner Association account.
6. A lien may be filed by the Association against the property of the Owner per the Assessment Collection Policy (March 2005) if the weed and debris control assessment is left unpaid on the Owner's Homeowner Association account past the requisite due date.
7. In addition, any cost of any legal fees incurred by the Association in the process of performing corrective action for a weed and/or debris problem on any Owner's lot will be assessed to that Owner's Homeowner's Association account for remittance by the Owner per the Assessment Collection Policy of the Association.