

CAREFREE 60 COMMUNITY ASSOCIATION

RULES AND REGULATIONS CC&R VIOLATION AND ENFORCEMENT POLICY

The Board of Directors for Carefree 60 Community Association (the "Association") has established the following Enforcement Policy for violations of the Declaration of Covenants, Conditions and Restrictions (CC&R's) for Carefree 60 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 Law and the provisions of the CC&R's and Project Documents, as currently in force and effect. The Board of Directors hereby approve the following policy in writing and without a meeting pursuant to Section 10-3821, Arizona Revised Statutes, which action shall have the same effect as if taken by the Board at a duly called meeting of the Board.

First Notice

A first notice will be sent to the owner of the property outlining the violation. In the event that the owner of the property is identified as not living at the property, a copy of the notice may also be sent to the property address. The owner will be given fourteen (14) calendar days to bring the violation into compliance. The first notice shall include a warning that if the violation is not cured within fourteen (14) calendar days, a fee of forty (40) dollars shall be assessed, which is comprised of an initial monetary penalty of twenty-five (25) dollars plus a certified mailing fee of fifteen (15) dollars. To request a hearing with the Board, an Owner must respond in writing within fourteen (14) days to request a hearing. If the Owner does not respond timely or in writing, then the Owner is deemed to have admitted the facts set forth in the Notice, and the Board may enforce the provisions in accordance with this Policy. The first notice shall also state that if the violation is not brought into compliance within fourteen (14) calendar days, the Association has the right (but not the obligation) to enter the Owner's property to provide all maintenance and repairs necessary to remove the violation. The Association may assess the Owner for the costs of all maintenance performed by the Association. This letter shall also state that the owner may petition the Department of Real Estate pursuant to ARS 32-2199.01.

Second Notice and Assessment of Initial Monetary Penalty

A second notice will be sent if the owner has not complied with the first notice, or if the violation has returned or has been repeated. The second notice will inform the owner that a fee has been assessed in the amount of forty (40) dollars, which is comprised of an initial monetary penalty of twenty-five (25) dollars plus a certified mailing fee of fifteen (15) dollars. The second notice shall also include a warning that if the violation is not cured within fourteen (14) calendar days, a fee of sixty-five (65) dollars shall be assessed, which is comprised of an additional monetary penalty

of fifty (50) dollars plus a certified mailing fee of fifteen (15) dollars. The second notice shall also state that if the violation is not brought into compliance within fourteen (14) calendar days, the Association has the right (but not the obligation) to enter the Owner's property to provide all maintenance and repairs necessary to remove the violation. The Association may assess the Owner for the costs of all maintenance performed by the Association.

Third Notice and Assessment of Additional Monetary Penalty

A third notice will be sent if the owner has not complied with the first and second notices, or if the violation has returned or has been repeated. The third notice will inform the owner that a fee has been assessed in the amount of sixty-five (65) dollars, which is comprised of an additional monetary penalty of fifty (50) dollars plus a certified mailing fee of fifteen (15) dollars. The third notice shall also include a warning that if the violation is not cured within fourteen (14) calendar days, upon each subsequent inspection where it is found that the violation is still not cured, a fee of one hundred fifteen (115) dollars shall be assessed, which is comprised of an additional monetary penalty of one hundred (100) dollars plus a certified mailing fee of fifteen (15) dollars. The third notice shall also state that if the violation is not brought into compliance within fourteen (14) calendar days, the Association has the right (but not the obligation) to enter the Owner's property to provide all maintenance and repairs necessary to remove the violation. The Association may assess the Owner for the costs of all maintenance performed by the Association.

Additional Monetary Penalty

After the imposition of the initial monetary penalty and the additional monetary penalty, another monetary penalty, in the amount of one hundred fifteen (115) dollars, which is comprised of another additional monetary penalty of one hundred (100) dollars plus a certified mailing fee of fifteen (15) dollars, may be assessed upon subsequent inspections if the owner has not corrected or removed the violation, or if the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

Certified Mailing Fee

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

Violation Life

Should a period of time of at least ninety (90) calendar 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

Pursuant to Article 12, Section 12.3 of the CC&Rs, after proper notice to the owner, 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 of a fine. Before any fee is assessed, an owner has the opportunity to request a hearing before the Board of Directors. The owner must provide the Association with a written response by sending the response by certified mail within twenty-One (21) days after the date of the notice. The response shall be sent to the address identified in the notice. If the hearing is scheduled, and attended, the owner is bound by the decision of a majority of the Board.

CERTIFICATION

I, Charles Krause, am the President of the Carefree 60 Community Association and affirm that on the twenty-sixth day of June, 2020, the Association's Board of Directors adopted the above Enforcement Policy.

By:  _____
Its: President