

20180357986 05/10/2018 01:06  
ELECTRONIC RECORDING

When recorded mail to:

Cypress on Sunland Homeowners Association

PO Box 5720

Mesa, AZ 85211-5720

coscolres20180510-3-1-1--  
Yorkm

---

**CAPTION HEADING:**

Collections Resolution

---

**DO NOT REMOVE**

**This is part of the official document.**

**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF  
CYPRESS ON SUNLAND HOMEOWNERS ASSOCIATION  
C/O PREFERRED COMMUNITIES  
PO BOX 5720, MESA, ARIZONA 85211-5720  
PHONE (480) 649-2017 FAX (480) 649-0902**

The undersigned, constituting all the members of the Board of Directors of Cypress on Sunland Homeowners Association, an Arizona non-profit corporation, here by take the following action in writing at a duly called meeting of the Board.

WHEREAS, Article VII, Section 7.8 of the Declaration of Covenants, Conditions and Restrictions for Cypress on Sunland Homeowners Association provides the Board of Directors with the authority to set forth collection policies. The Board has adopted the rules below pertaining to the collection of Assessments.

*The purpose* of this rule is to ensure the timely and fair collection of Assessments to ensure the Association has the funds necessary to provide for the management, maintenance, and care of the areas of association responsibility.

*The scope* and intent of this resolution is to apply uniformly to all members of the Association.

The actions of this policy regarding collection of assessments owed the community are as follows:

- a) 30 days after the monthly assessment due date, a late notice is sent to the homeowner and a late fee of fifteen dollars (\$15.00) is assessed,
- b) 45 days after the monthly assessment due date, a final notice is sent to the homeowner and a final notice fee is assessed as outlined in the Association's contract with the management company,
- c) 60 days after the monthly assessment due date, an "Intent to Lien" notice is sent to the homeowner and an "Intent to Lien" notice fee is assessed to the homeowner's account as outlined in the Association's contract with the management company,
- d) 75 days after the monthly assessment due date, a lien is recorded with the Maricopa County Recorder, a copy is sent to the homeowner and a Lien recording fee is assessed to the homeowner's account as outlined in the Association's contract with the management company,
- e) 90 days after the monthly assessment due date, "Intent to pursue legal action" notice of the total amount due plus an "Intent to pursue legal action" notice fee is assessed to the homeowner's account as outlined in the Association's contract with the management Company,
- g) Further collection & legal action will be taken as necessary, including, but not limited to: turning account over to 3<sup>rd</sup> Party Collection Agencies & Law Firms, default judgment, summary judgment, garnishment of wages, or foreclosure pursuant to Arizona Revised Statutes and Declaration of Covenants, Conditions and Restrictions for Cypress on Sunland Homeowners Association.
- e) Payments will be applied to an account as follows (according to Arizona State Law):
  1. Past Due Assessments
  2. Late Charges
  3. Collection Fees
  4. Attorney Fees/Costs
  5. Fines

RESOLVED, that the Cypress on Sunland Homeowners Association Board of Directors and Preferred Communities shall not consider waiver of late fees, collection fees or attorney collection fees uncured on an account where the assessment was not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Agent.

RESOLVED, that the Cypress on Sunland Homeowners Association Board of Directors and Preferred Communities shall afford homeowners the opportunity to request a hearing as provided by the Association documents to contest any late fee or fine assessed; and

RESOLVED, that the Cypress on Sunland Homeowners Association Board of Directors and Preferred Communities shall afford homeowners the opportunity to initiate a time-payment plan in order to reduce or eliminate their outstanding debt to the Association, specified in writing and mutually agreed to by the homeowner and Cypress on Sunland Homeowners Association Board of Directors; and

RESOLVED, that any subsequent default, cessation or refusal to make timely and consistent payments on such time-payment plan shall constitute default on the part of the homeowner and shall result in initiation of legal collection procedures; and

RESOLVED, that the Board shall retain the right to amend or repeal this resolution.

IN WITNESS, WHEREOF, the undersigned have executed this consent as of this 9th day of May 2018.

I hereby certify that the above resolution(s) were duly adopted by unanimous consent by the Cypress on Sunland Homeowners Association Board of Directors on the above date.

Mandy Alvarado  
HOA Secretary

The undersigned officer hereby certifies that the foregoing instrument has been signed by the Secretary of the HOA.

Attest:

\_\_\_\_\_  
HOA President

or

Myra  
HOA Vice President

20180358000 05/10/2018 01:07  
ELECTRONIC RECORDING

When recorded mail to:

Cypress on Sunland Homeowners Association

PO Box 5720

Mesa, AZ 85211-5720

cosviores20180510-5-1-1--  
Garcia

---

**CAPTION HEADING:**

Enforcement Resolution

---

**DO NOT REMOVE**

**This is part of the official document.**

**CYPRESS ON SUNLAND HOMEOWNERS ASSOCIATION  
ACTION BY THE BOARD OF DIRECTORS**

---

**ENFORCEMENT RESOLUTION**

Pursuant to the authority contained in the Arizona Revised Statutes and the Governing Documents of the Association, the Board of Directors of Cypress on Sunland Homeowners Association hereby adopt the following resolution by unanimous consent for and as the actions of the Cypress on Sunland Homeowners Association, as of the date set forth below.

**DATED** as of the 9<sup>th</sup> day of May 2018.

*The scope* and intent of this resolution is to apply uniformly to all members of the Association. The Board shall, at all times in enforcing the provisions of the Governing Documents, remain fair and impartial, and treat all Owners in the same manner as any other Owners.

Reporting Violations to the Association:

- (1) Owners or residents within the community may report alleged violations only if they personally observed the alleged violation.
- (2) Alleged violations are to be reported in writing to the Association's Manager, or if no Manager, then to the Board of Directors.
- (3) The complaint must be detailed and provide the provisions of the Governing Documents claimed to be violated, the time, date, and place of the violation, and any witnesses to the violation.
- (4) The Board or its authorized agent(s) should review the written complaint and supporting documents, if any.
- (5) If the Board or its authorized agent(s) determines that the complaint is valid and sets forth a valid violation of provisions of the Governing Documents, then the Board shall send a notice to the Owner.
- (6) Notwithstanding reports from Owners, the Association may also conduct its own inspections and send notices of violations to Owners.
- (7) Per Arizona Law (A.R.S. §33-1242 and A.R.S. §33-1803), any complaint lodged with the Association will NOT remain anonymous. Your first and last name will be disclosed to the violator upon request.

Notice of Violation: The Notice of Violation shall be sent to the Owner, even if it is the Owner's tenants, guests, or invitees that are responsible for the violations of the Governing Documents. The Notice shall be sent to the address registered with the Association, and if none, to the property address of the Association for that Owner. The Notice should be delivered by first class mail. The Notice should state the details of the violation as outlined in the complaint and revealed by the Board's review and investigation, if applicable. The Notice should also provide the Owner an opportunity for a hearing before the Board to refute the complaint. An Owner has a duty to 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 Resolution.

Fine Schedule for Violations: The Board adopts the following fine procedure and accompanying amounts:

1. **First Notice of Violation:** A letter will be sent to the Owner of the property outlining the violation. In the event that the Owner of the property is identified as an absentee Owner, a copy of the violation letter may also be sent to the tenant at the property address. The Owner will be given fourteen (14) days to bring the violation into compliance. The First Notice shall include a warning that if the violation is not cured within fourteen (14) days that a fine shall be assessed. This letter shall also state that the Owner may petition the Department of Real Estate pursuant to ARS 32-2199.01.
2. **Second Notice of Violation:** The Association will issue a second Notice 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 the Initial Monetary Penalty, in the amount of \$25.00, has been imposed. This letter shall also tell the Owner that if the violation is not cured within fourteen (14) days that a fine will be assessed. The Owner will also be responsible for any certified letter processing fees.
3. **Third Notice of Violation:** The Association will assess an Additional Monetary Penalty, in the amount of \$50.00, if the Owner has not corrected or removed the violation as stated in the time frames in the first and second Notice, or if the violation has returned or has been repeated. The Owner will also be responsible for any certified letter processing fees.
4. **Additional Monetary Penalties:** After the imposition of the Initial Monetary Penalty and the Additional Monetary Penalty, another penalty, in the amount of \$100.00 (the Maximum Additional Monetary Penalty), may be imposed upon subsequent inspection, 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. The Owner will also be responsible for any certified letter processing fees.

Additional Remedies. The Association has the right, without proceeding through the steps outlined in the fine schedule above, to exercise its legal remedies against an Owner who is in violation of provisions in the Governing Documents, or to exercise self-help, if applicable. Nothing in this Resolution prohibits the Association from seeking immediate redress, filing an action for any reason authorized by law, while also seeking injunctive relief for violations that are continuing or that affect the health, safety or welfare of the Community. Subject to the Governing Documents, the Association shall be entitled to its attorney fees and costs to compel compliance, regardless of whether a lawsuit is filed.

**Violations** that threaten the health, safety and welfare of homeowners and residents, such as drug use and sales, discharging firearms, arson, vandalism and any other violation that the Board deems to be of an egregious nature will be fined at **\$200.00 to \$500.00** per occurrence.

Should a period of time of at least 90 days lapse between violation letters of the same offense, the next letter will be a First Notice again.

Hearings Before the Association: If the Owner timely requested a hearing before the Board in writing, the following should govern the hearing before the Board:

(1) Alleged violators are entitled to notice and opportunity for a hearing on the merits before a fine is imposed upon them by the Board.

(2) Notice of violations setting a fine may set forth a date and time for the hearing or allow for the scheduling of a hearing.

(3) The hearing will be before the Board, with any “interested” board member disqualified to be a part of the hearing panel.

(4) At the hearing, the alleged Owner or the Owner’s designated representative and the Complainant may make an opening statement, present evidence and testimony, present witnesses and make a closing statement.

(5) Additional evidence and testimony may be presented by an officer, Board Member or the Association’s Manager, if any, and/or any person involved in the performance of the investigation of the alleged violation.

(6) Neither the Complainant nor the alleged violator is required to be in attendance at the hearing.

(7) The presiding officer may also impose other rules of conduct as may be appropriate under the circumstances.

(8) Unless otherwise requested by the Owner, the hearing may be open or closed to attendance by all Owners.

(9) The hearing must be fair and impartial to the Owner accused of the violation, as outlined above.

(10) The Board may render its decision in writing within 30 days, or a longer period as the Board may set.

(11) In its decision, the Board may, at its sole discretion, impose the fine, waive all or a portion of the fine, or condition waiver or partial waiver of the fine.

(12) Failure to strictly follow the hearing procedures is not grounds for appeal of the Board's decision, absent a showing of denial of due process.

Non-Waiver: The failure of the Association to enforce its Governing Documents does not constitute a waiver of the right to enforce the Governing Documents in the future.

**CERTIFICATION**

I hereby certify that the above resolution(s) were duly adopted by unanimous consent by the Cypress on Sunland Homeowners Association Board of Directors on the above date.

Mandy Alvarado  
HOA Secretary

The undersigned officer hereby certifies that the foregoing instrument has been signed by the Secretary of the HOA.

Attest:

\_\_\_\_\_  
HOA President

or

[Signature]  
HOA Vice President