

20120215349 03/15/2012 02:21
ELECTRONIC RECORDING

When recorded mail to:

Ramblewood North Homeowners Association

PO Box 5720

Mesa, AZ 85211-5720

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CAPTION HEADING:

Board Resolution

DO NOT REMOVE

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**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF
RAMBLEWOOD NORTH HOMEOWNERS ASSOCIATION
C/O PREFERRED COMMUNITIES
P.O. BOX 5720, MESA, ARIZONA 85211
(480) 649-2017 FAX (480) 649-0902**

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

WHEREAS, Article 7 of the Declaration of Covenants, Conditions and Restrictions and Article 9 of the Bylaws for Ramblewood North 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 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,
- f) 105 days after the monthly assessment due date, Summons and Complaint are filed with the Justice Court and the homeowner is "served notice" of the lawsuit by a document server. The homeowner's account will be charged with the legal document preparer fee, court fee, and process server fee. The amount of the

Legal Document Preparer fee is outlined in the Association's contract with the management company,

- g) Further actions will be taken as necessary, including, but not limited to, default judgment, summary judgment, garnishment of wages, or foreclosure pursuant to Arizona Revised Statutes and Declaration of Covenants, Conditions and Restrictions for Ramblewood North Homeowners Association.

RESOLVED, that the Ramblewood North 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 Ramblewood North 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 Ramblewood Homeowners Association Board of Directors; and

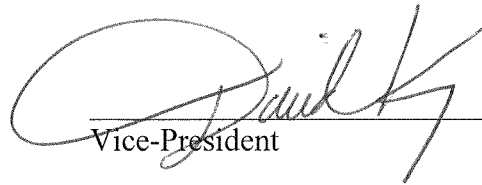
RESOLVED, that any subsequent default, cessation or refusal to make timely and consistent payments on such time-payment plan shall constitute default on the part of the homeowner and shall result in initiation of legal collection procedures; and

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 12 day of April, 2010.



 President



 Vice-President

 Secretary

 Treasurer

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ELECTRONIC RECORDING

When recorded mail to:

Ramblewood North, Inc.

PO Box 5720

Mesa, AZ 85211-5720

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Palumboa

CAPTION HEADING:

Violation Policy

DO NOT REMOVE

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**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF
RAMBLEWOOD NORTH INC
C/O PREFERRED COMMUNITIES
P.O. BOX 5720, MESA, ARIZONA 85211
(480) 649-2017 FAX (480) 649-0902**

Pursuant to the authority contained in the Arizona Revised Statutes and the governing document of the association, the Board of Directors of the Ramblewood North Homeowners Inc. hereby adopts the following resolution by unanimous consent for and as the actions of the Ramblewood North Homeowners, as of the date set forth above:

RESOLVED, to adopt the following.

Fine schedule and policy for violations of the CC&R's and Rules and Regulations as may be adopted or modified from time to time by the Board of Directors for the Ramblewood North Inc.

DATED as of the 8th day of December 2015.

Violations will be cumulative for the fiscal year. Beginning December 8, 2015.

1. First notice Reminder/warning letter giving 10 days to comply.
2. Second letter stating final reminder/warning letter giving 10 days to comply.
3. Third letter stating fine in the amount of \$50.00, giving notice to owner that they have a right to a hearing and must contact the manager for date and time. 10 days to comply.
4. Fourth letter stating subsequent fine of \$75.00 for continuing violations. Letter to state total fines assessed as of the subsequent violation. 10 days to comply.
5. Fifth and all letters thereafter stating subsequent fine of \$100.00 to \$200.00 for continuing violations. Letter to state total fines assessed as of the subsequent violation. 10 days to comply.
6. Subsequent non-compliance: Upon board approval the Association will seek relief of violations through the Association Attorney and the Court system. All cost will be a part of the judgment that is being sought.
7. Any recurrence of the same violation within six (6) months of the original violation shall make the Owner subject to imposition of a fine.

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.

Procedures:

1. Homeowners will be notified by mail of all violations.
2. The homeowner has the right to a hearing before the Board or Violations Committee where decisions of the Board are final.
3. Board will direct Management Company, as to waiving or assessing of fines at each hearing or board meeting and for all pending fines and/or legal action with the Association's Attorney.

I hereby certify that the above resolution(s) were duly adopted by unanimous consent by the Ramblewood North Inc. Board of Directors on the above date.

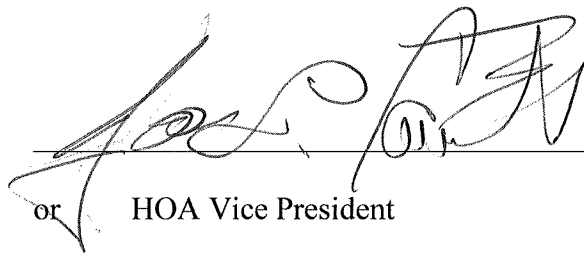


HOA Secretary

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

Attest:

HOA President



or HOA Vice President

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ELECTRONIC RECORDING

When recorded mail to:

Ramblewood North, Inc.

PO Box 5720

Mesa, AZ 85211-5720

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Garcia

CAPTION HEADING:

Parking Enforcement Policy

DO NOT REMOVE

This is part of the official document.

RAMBLEWOOD NORTH, INC.**PARKING ENFORCEMENT POLICY**

Pursuant to Paragraphs 4, 5, 6, 17 and 24 of the Declaration of Horizontal Property Regime and Declaration of Covenants, Conditions and Restrictions, and along with the provisions of the Ramblewood North, Inc. Rules and Regulations (collectively the “governing documents”), the Board has adopted the following parking enforcement policy to enforce violations of the Association’s parking restrictions. The Association or its designated agent will follow the procedures below with respect to parking violations. This parking enforcement policy applies to all owners, tenants, guests and invitees.

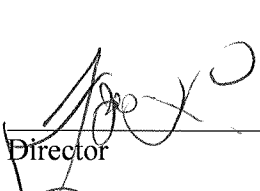
1. Any automobile, motor vehicle or similar vehicle or equipment that is parked, kept, maintained, constructed, reconstructed or repaired in violation of the Association’s governing documents, including guest parking, may be towed from the property at the sole cost and expense of the owner of the vehicle or equipment.
2. Except for immediate loading and unloading of a vehicle, parking on shared or common driveways is not permitted.
3. The Association shall have the right, but not the obligation, to tow any vehicle parked on shared or common driveways without notice to the owner.
4. For all visitor/guest space parking violations, the Association shall place a sticker/tag/notice on the vehicle, which will identify that a violation exists and will inform the offending owner that if the violation is not cured within 24 hours, then the vehicle will be towed. If the violation is not corrected within the time prescribed above, or if the same Unit is found in violation at a later date, the Association is authorized, but not obligated, to contact a towing company to tow the vehicle.
5. The owner of the vehicle will be responsible for all costs or expenses incurred by the Association as a result of the tow and any fees or charges assessed by the towing company. The Association is in no way responsible for any damage caused to the vehicle.

**UNANIMOUS CONSENT RESOLUTION
BY BOARD OF DIRECTORS
RAMBLEWOOD NORTH, INC.**


WHEREAS, the undersigned constituting all of the members of the Board of Directors of the Ramblewood North, Inc. (the "Association"), an Arizona nonprofit corporation, hereby take the following action by unanimous written consent and without a meeting pursuant to A.R.S. §10-3821, which action shall have the same force and effect as if taken by the Board at a duly called meeting of the Board.

RESOLVED, that the Board of Directors hereby approves the Parking Enforcement Policy attached hereto.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 12 day of July, 2016.



Director



Director

Director

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ELECTRONIC RECORDING

When recorded mail to:

Ramblewood North, Inc.

PO Box 5720

Mesa, AZ 85211-5720

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Tomutac

CAPTION HEADING:

Pass Through Resolution (Amended)

DO NOT REMOVE

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**RESOLUTION OF THE BOARD OF DIRECTORS FOR
RAMBLEWOOD NORTH, INC.**

A. WHEREAS, Ramblewood North, Inc. ("Association") is an Arizona non-profit corporation and condominium association organized pursuant to a Declaration of Horizontal Property Regime recorded in the Maricopa County Records at Instrument No. 1985-260956 and accompanying Amendments ("CC&Rs").

B. WHEREAS, the Association is a condominium governed by the Arizona Condominium Act, A.R.S. § 33-1201, *et seq.*

C. WHEREAS, Section 7 of the CC&Rs sets forth the Association's general maintenance obligations with regard to the Common Elements.

D. WHEREAS, Section 12 of the CC&Rs sets forth the Unit Owners' obligations toward repair of the Common Elements and states:

Each Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit and any portion of the air conditioning, electrical, plumbing and heating systems and lines which exclusively serve his Unit, and each Owner shall keep the patio and balcony areas, if any, adjacent to his Unit in a neat, clean and attractive condition. If, due to the willful or negligent act of an Owner or a member of his family or guest or other occupant or visitor of such Owner, or other person for whom such Owner may be responsible, damage shall be caused to the Common Elements or to a Unit or Units owned by others or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Owner, if liable for such damage under local law, upon receipt of a statement from the Board shall pay for such damage and for such maintenance, repairs or replacements as may be determined by the Board.

E. WHEREAS, A.R.S. § 33-1255(C) states:

(C) Unless otherwise provided for in the declaration all of the following apply:

1. Any common expense associated with the maintenance, repair or replacement of a limited common element shall be equally assessed against the units to which the limited common element is assigned.

2. Any common expense or portion of a common expense benefitting fewer than all of the units shall be assessed exclusively against the units benefitted.

F. WHEREAS, A.R.S. § 33-1255(E) states:

(E) If any common expense is caused by the misconduct of any unit owner, the association may assess that expense exclusively against that unit.

NOW THEREFORE BE IT RESOLVED that the Board of Directors for the Association in furtherance of its general rule-making authority, duties set forth in the CC&Rs and the Arizona Condominium Act, hereby adopts the following policy:

1. Owners are responsible, at their own expense, for any and all non-structural maintenance, repair, or replacement necessary to bring all portions of their patio into compliance with the CC&Rs.
2. Association is responsible for any and all structural maintenance, repair or replacement necessary to bring all portions of patios into compliance with the CC&Rs.
3. In the event that structural maintenance, repair or replacement of Unit patio(s) is necessary due to the misconduct of any unit Owner, the Association may require that Owner to pay for the maintenance, repair or replacement.

CERTIFICATION

I HEARBY CERTIFY that the foregoing is true and correct and was regularly presented to and adopted by the Board of Directors for Association at a meeting duly called and held at 1pm on the 2nd day of August, 2017, at which a quorum of Directors was present and voted, and that such Resolution is duly recorded in the minute book of the Association.

Ramblewood North, Inc.

By: [Signature]
Its President

By: [Signature]
Its Secretary