

32

When recorded mail to:

Sunny Lane Estates Homeowners Association

PO Box 5720

Mesa, AZ 85211-5720



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
VIRGINIA ROSS

DATE/TIME: 01/20/2017 1323

FEE: \$9.00

PAGES: 3

FEE NUMBER: 2017-004058



CAPTION HEADING:

Collection Policy

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**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF
SUNNY LANE ESTATES 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 Sunny Lanes Estates 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 Sunny Lane Estates 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) 15 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 Pinal 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 3rd 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 Sunny Lane Estates 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 Sunny Lane Estates 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 Sunny Lane Estates 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

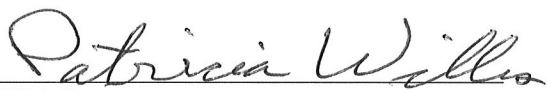
RESOLVED, that the Sunny Lane Estates Homeowners Association Board of Directors and Preferred Communities shall afford homeowners the opportunity to initiate a time-payment plan in order to reduce or eliminate their outstanding debt to the Association, specified in writing and mutually agreed to by the homeowner and Sunny Lane Estates 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 19th day of January, 2017.

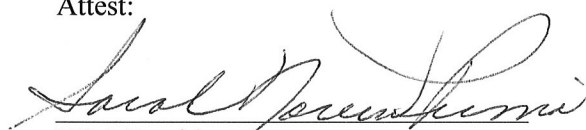
I hereby certify that the above resolution(s) were duly adopted by unanimous consent by the Sunny Lane Estates Homeowners Association Board of Directors on the above date.



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

(4)
2

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CAPTION HEADING:

Fine Policy

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**SUNNY LANE ESTATES HOMEOWNERS ASSOCIATION
ACTION BY THE BOARD OF DIRECTORS**

FINE POLICY and APPEAL PROCESS

Effective January 19, 2017

FINE POLICY

Pursuant to the authority contained in the Arizona Revised Statutes and the Governing Documents of the Association, the Board of Directors of Sunny Lane Estates Homeowners Association hereby adopt the following resolution by unanimous consent for and as the actions of the Sunny Lane Estates Association, as of the date set forth above:

RESOLVED, to adopt the following:

Fine schedule, policy and Appeal process for violations of the CC&R's, Bylaws and Rules and Regulations as may be adopted or modified from time to time by the Board of Directors for the Sunny Lane Estates Homeowners Association.

DATED as of the 19th day of January 2017.

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

Violations will be cumulative for the fiscal year.

1. **First notice** Reminder/warning letter shall be mailed to the Homeowner giving fifteen (15) days to comply – **NO FINE**.
2. **Second letter** stating a fine in the amount of **\$25.00** will be assessed and is due immediately, giving notice to the Homeowner that they have a right to a hearing and must contact the manager for date and time. Fifteen (15) days to comply.
3. **Third letter** stating subsequent fine of **\$50.00** will be assessed and is due immediately for continuing violations. Letter to state total fines assessed as of the subsequent violation. Fifteen (15) days to comply.

4. **Fourth and all letters thereafter** stating subsequent fine of **\$75.00 to \$200.00** will be assessed and is due immediately for continuing violations. Letter to state total fines assessed as of the subsequent violation. Fifteen (15) days to comply.
5. **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.

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.

FINES: No fine shall be imposed without first providing a written warning to the Homeowner describing the violation and stating that failure to correct the violation within fifteen (15) days or another recurrence of the same violation within three (3) months of the original violation shall make the Homeowner subject to imposition of a fine. Failure to pay any fine shall subject the Homeowner to the same potential penalties and enforcement as failure to pay any assessments under Article VII of the CC&R's.

The Board of Directors reserves the right to take any action permitted by law or the CC&R's, in addition to the above mentioned fine policy.

Procedures:

1. Homeowners will be notified by first class 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.

APPEAL PROCESS

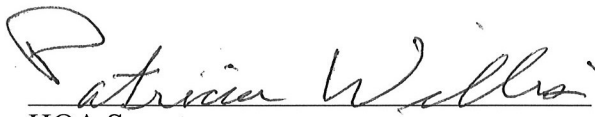
- When a violation notice is sent to a Homeowner, such notice shall include a statement notifying the Homeowner that he/she has the "RIGHT OF APPEAL".
- When a Homeowner desires to appeal a violation, he/she must notify the Management Company in writing within ten (10) days after the date of the violation notice.
- Appeals shall demonstrate **extenuating circumstances** which require deviation from the CC&R's and/or guidelines.
- Appeals shall include all pertinent backup information to support the existence of the **extenuating circumstance**.

- All decisions of the Board are final and may not be further appealed.
- Any appeal that does not meet the above requirements shall not be heard by the Board and shall be considered **DENIED**.
- If the appeal is denied, the Homeowner must bring the violation into compliance within fifteen (15) days. If the violation still exists after fifteen (15) days, the Homeowner will be fined up to \$200.00 every fifteen (15) days until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation. All costs of legal action will be billed to the Homeowner and collected in the same manner as assessments.

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

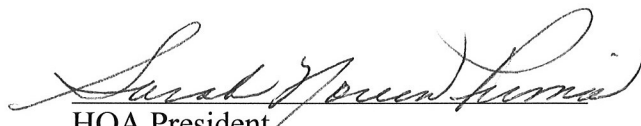
IN WITNESS, WHEREOF, the undersigned have executed this consent as of this 19th day of January, 2017.

I hereby certify that the above resolution(s) were duly adopted by unanimous consent by the Sunny Lane Estates Homeowners Association 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

(3)
R

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CAPTION HEADING:

Board Resolution

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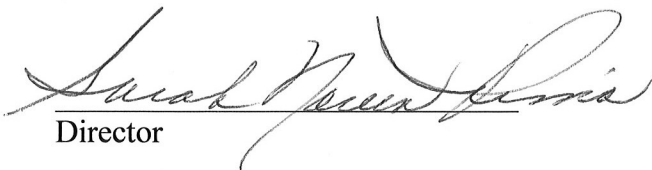
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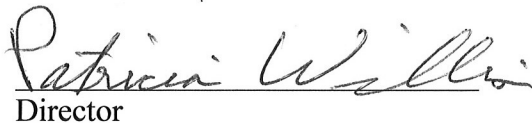
**UNANIMOUS CONSENT RESOLUTION
BY BOARD OF DIRECTORS
SUNNY LANE ESTATES HOMEOWNERS ASSOCIATION**

WHEREAS, the undersigned constituting all of the members of the Board of Directors of the Sunny Lane Estates Homeowners Association (the "Association"), an Arizona nonprofit corporation, hereby take the following action 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 2nd day of May 2017.


Director


Director


Director

SUNNY LANE ESTATES HOMEOWNERS ASSOCIATION

PARKING ENFORCEMENT POLICY

Pursuant to Article 3, Section 3.16 of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions (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. Guest Parking areas within the Property are identified by signage and pavement markings. Guests are allowed to park in Guest Parking for a maximum of three (3) days in a seven (7) day period. If additional time is needed, the Owner, Lessee, or Resident must contact the Management Company to request a Parking Variance.
3. The Association shall have the right, but not the obligation, to tow any vehicle parked on the street without notice to the owner.
4. For all 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 48 hours, the vehicle will be towed. If the violation is not corrected within the time prescribed above, or if the same Lot 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.