

SECTION 2

ARTICLE I

REVIEW PROCEDURES

- A. The Master Architectural Committee has been organized to assist designers and owners in complying with the Design Guidelines and Standards for Gainey Ranch. All preliminary concepts and final construction documents for construction, remodeling, re-landscaping or landscape removal (hereinafter referred to as "construction") on Gainey Ranch **must be reviewed and approved** in writing by both the Satellite & GRCA Master Architectural Committees prior to construction or before starting any work activity related to the project and must be in accordance with these guidelines. The Satellite Association Architectural Committee may waive its right of review.
- B. The MAC has adopted guidelines upon which all requests for actions or approvals from the Master Architectural Committee must be submitted. The Review Process Submittal Checklist (Section 3) shall indicate the number of copies of each set of plans, specifications, site plans or other documents, which must accompany applications when submitted. All applications together with related plans, fees and documentation shall be submitted to the Master Architectural Committee Coordinator at the Administration Office. **Additionally, a \$45.00 submittal fee must also be included. Should a homeowner complete a project prior to receiving the required approvals, the submittal fee will be \$500.00.**
- C. The Master Architectural Committee will determine the appropriateness of requests as they relate to the existing design theme of the community.
- D. The Master Architectural Committee shall meet every other Thursday at 1:30 PM unless there are no items on the agenda to review. The Architectural Committee Coordinator may call special meetings upon two (2) days prior notice to the other members. The Master Architectural Committee shall consist of not less than three (3) members and not more than seven (7) members, four (4) of which shall be Gainey Ranch homeowners and one; a professional landscape architect and one; the Gainey Executive Director all subject to their appointments by the master board (Refer to Exhibit A for homeowner member details). In addition, the GRCA Board of Directors may appoint alternate members from time to time. A quorum for each meeting shall consist of a majority of the members. An alternate member may participate at any meeting in which there is not a quorum of regular members present. The alternate may constitute a quorum by their presence and shall have the full authority of a regular member while participating. The Master Architectural Committee may retain the services of other technical professionals on a consulting basis from time to time as need arises.
- E. All plans must receive written preliminary concept approval prior to the submittal of final construction documents. This approval will serve to expedite the design process and minimize the need for costly design revisions. Using a licensed architect who is familiar with design vocabulary will also serve to expedite the approval process. Information that must be provided prior to final construction documents approval is included in the Review Process Checklist.
- F. The Satellite Association and GRCA Master Architectural Committees shall make every reasonable effort to review applications submitted to them and to furnish a written decision to the applicant within fifteen (15) working days setting forth the reasons for its decisions. However, in the event the Master Architectural Committee fails to render a written decision within a thirty (30) working day period, **the decision time limit shall automatically extend month to month unless the applicant requests in writing via US Postal Service Certified Mail to the attention of the Gainey Ranch Executive Director an immediate decision.** Upon the **Executive Director's** receipt

of such notice, a written response must be rendered within fifteen (15) working days or the application shall be deemed approved. The Master Architectural Committee may disapprove in writing any application if there is not sufficient information submitted for the Master Architectural Committee to exercise the judgment required for these rules.

- G. In some instances it may, in the opinion of the Master Architectural Committee, be advisable to make adjacent owner(s) aware that an application for Master Architectural Committee approval has been submitted for any structure or improvement, which can be viewed from adjacent property. In such instances, the Master Architectural Committee shall issue a written notice, including a copy of the proposed plans or a location where said plans may be reviewed, to the designated adjacent owner(s) and also provide them an opportunity to respond to the application.
- H. Any owner aggrieved by the decision of the Master Architectural or Satellite Committee may appeal the decision in writing to the Board of Directors. Such appeal must be made within thirty (30) days after the written decision by the Master Architectural Committee is mailed to the applicant. If a valid appeal is received from an owner other than the applicant, the Master Architectural Committee shall immediately notify the applicant of such appeal. Such notice shall also inform the applicant that construction during the appeal period is not permitted and if continued shall be at applicant's own risk. The written appeal shall include the reasons for such action and shall include all documents supporting the aggrieved owner's positions. The Board's representatives shall meet within fifteen (15) working days of receipt of the appeal at which time the applicant will be given the opportunity to present his case. The Board will respond with a final written decision to the applicant within ten (10) working days. Any owner will not be considered aggrieved unless adversely affected.
- I. Required construction meetings:
 - 1) In addition to the design submittals and after Master Architectural Committee approval for major projects, a pre-construction meeting is required with the owner, owner's representative or owner's contractor and a representative of the Maintenance Department and Security Department. This meeting will cover the final details of the MAC review, recommendations, maintenance considerations and a review of the Gainey Ranch Construction Policies that must be adhered to during construction.
 - 2) Upon completion of the work, a final on-site meeting is required with the maintenance department, architectural coordinator and the owner or owner's representative for compliance with the approved plans.
- J. If changes in the design are proposed after final approval, the Master Architectural Committee or architectural coordinator prior to any construction must specifically approve the changes. It is the responsibility of the owner to comply with the design guidelines review procedure. Administration of the design guidelines is under the jurisdiction of the Gainey Ranch Community Association.
- K. The Master Architectural Committee and/or coordinator may review all construction at any state of completion on-site and provide notice of unapproved construction or activities. Failure to identify at any time during construction such non-compliance does not constitute approval by the Master Architectural Committee or compliance with these guidelines.
- L. The Owner or subsequent owner must start construction within twelve (12) months and start landscaping within six (6) months after receiving approval by the Master Architectural Committee or all approvals shall be invalid and re-submittal shall be required prior to any construction.

- M. All new construction and major remodeling must be **completed** within twelve (12) months from the start of construction. Pools, spas, small structures, minor remodeling, and other major hardscape revisions must be completed within six (6) months of the start date. All landscape and or minor hardscape revisions must be completed within three (3) months of the start date. The Master Architectural Committee shall be the sole judge as to whether the proposed improvement constitutes a major or minor remodel or hardscape installation. Any such improvement remaining uncompleted after the deadline expires may at the option of the Master Architectural Committee be:
- 1) Completed by the **GRCA** at the owner's expense.
 - 2) Removed by the **GRCA** and the area returned to its original condition at the owner's expense.
 - 3) Allow the existing condition to remain as is.
- N. The owner shall notify the Architectural Coordinator within ten (10) days after all construction and site improvements have been completed. Upon receipt of such notice or any other time deemed appropriate, the Master Architectural Committee and/or coordinator may inspect and notify owner of any construction or improvements which the Master Architectural Committee and/or coordinator believes to not be in compliance with the approved plan. Any construction or improvements not in compliance with the approved plans must be corrected within thirty (30) days of the Master Architectural Committee and/or coordinator's notification of non-compliance or the Master Architectural Committee and/or coordinator in conjunction with the GRCA may complete it at the owner's expense, remove it, or allow the existing construction to remain.
- O. Any construction not specifically approved in writing by the Master Architectural Committee and/or coordinator must be approved, modified or removed as required by the Master Architectural Committee at the owner's expense.
- P. The Master Architectural Committee is responsible for determining if the proposed construction is consistent with the design guidelines. The owner assumes all liability and responsibility for proper engineering, design, construction, applicable city, state, county, federal, etc., permits and approvals and the Master Architectural Committee shall have no duty or responsibility for any of these items.
- Q. Upon final approval of plans, plats, details, etc., required for construction, the owner will provide to the Master Architectural Committee one complete record set of all approved plans, plats, etc., for its files.
- R. The Master Architectural Committee shall maintain and safeguard complete written records of all submittals for approval submitted to it (including one set of all preliminary sketches and all architectural plans), of all actions of approval or disapproval and of all other actions taken by it under the provisions of the rules.
- S. Any approval of plans, specifications or proposed construction given by the Master Architectural Committee shall be only for the purpose of permitting construction of proposed improvements on Gainey Ranch. Such approval shall not constitute an approval, ratification or endorsement of the quality of architecture or engineering soundness of the proposed improvements or of their compliance with any applicable law or governmental permits required and neither the Master Architectural Committee nor the Board of Directors shall have any liability for any defects in the plans, specifications or improvements.
- T. The Master Architectural Committee may change and/or delete any of the preceding rules and procedures, as it deems necessary to apply or enforce the rules and standards.

SECTION 2

ARTICLE I

EXHIBIT A

PREFERENCE CRITERIA FOR SELECTING HOMEOWNER MEMBERS OF THE MASTER ARCHITECTURAL COMMITTEE

Number

Effective April 1, 2009, the GRCA Board of Directors may designate up to four Gainey Ranch homeowners as regular voting members of the Master Architectural Committee. The Master Architectural Committee shall also consist of two additional voting members: the GRCA Executive Director and one other professional staff as approved by the board. In addition the board may appoint any alternate members.

Qualifications

The selection of individuals for service on the Committee shall be based upon the following selection criteria:

1. Individuals who have demonstrated significant experience in one or more of the following disciplines:

Architecture, Landscape Architecture, Degreed Designer-Interior or Landscape,
Residential Construction-Developer, Licensed Builder, Trade Contractor or
Landscape Contractor
2. The Board of Directors will endeavor to create as broad a community representation on the Committee as is reasonably possible and will seek to minimize seating two or more Committee members from the same community. However, if no alternative candidate, with appropriate experience as described above is available, the Board will select the most qualified candidate and may seat two Committee members who reside in the same community. Such situation will be reviewed upon the acquisition of additional volunteers with appropriate qualifications. The Board of Directors may remove duplicative members residing within the same satellite community.

The homeowner members should be familiar with architectural definitions and the universal language of architecture: possess the ability to read drawings and "blue prints" and to visualize how changes will impact the surrounding area and also visualize what the end product will look like. Finally, homeowner members should understand the legal requirements of the Architectural Control process as covered in the governing documents and the requirement to follow the guidelines.

Term of Office

In the ordinary course, all committee memberships shall expire as of the date of the first scheduled GRCA Master Board of Director's meeting following the annual meeting of the Gainey Ranch Community Association. The Board of Directors shall appoint the members of the committee at said meeting. The Board of Directors may appoint previous members as well as first time members.

Removal

Any homeowner member who misses three consecutive Master Architectural Committee meetings may be removed from the Master Architectural Committee by a majority vote of the remaining members. The number of Master Architectural Committee members shall then be automatically reduced for the remainder of the calendar year unless the Board decides to appoint a replacement. Any Master Architectural Committee member may be removed by Board action at any time.

SECTION 2

ARTICLE II

APPLICATION APPROVAL PROCESS

A. Requires Approval of Both the GRCA Master Architectural Committee and Satellite Architectural Committee:

These applications are for any exterior changes, alterations or additions for which there are no comprehensive written standards or specifications. They involve architectural changes to a residential unit such as additions, new paint colors, patio renovations and new doors, or changes to the yard such as landscape/hardscape, walls, fences, gates, swimming pools/spas, ramadas and barbecues to name just some examples.

1. An application is submitted to the Coordinator who gathers the relevant materials, puts the application on the agenda of the Master Architectural Committee and, if necessary, encourages the owner or contractor to attend the Committee meeting.
2. An application fee is required based on the current Fee Schedule (see **Exhibit B**).

\$45.00 Standard fee
3. Whenever an application is considered to be acceptable and fully completed, the basic information should be sent by the coordinator to the GRCA Master Architectural Committee members and satellite members **simultaneously** via e-mail for their consideration at their next meeting. The applicant shall receive a dated receipt acknowledging the completed application as per Exhibit **G**.

EXHIBIT G

RECIEPT OF APPLICATION

Thank you for your application for architectural review which is hereby dated _____. You are certainly permitted and invited to attend the GRCA Master Architectural Committee (MAC) meeting if you so desire. The MAC currently meets every other Thursday at the Gainey Ranch Estate Club at 1:30 P.M.

Your application requires both MAC and your satellite community's approval prior to any work commencing at your property. Your application may be approved, denied or referred back to you with recommendations or stipulations. Should your application be denied, you have the right to file a written appeal to the Master Board within thirty (30) days of denial.

Additionally a \$45.00 fee is required for all MAC applications that go before the Master Architectural Committee.

Fee received _____.

STAFF APPLICATION

MAC APPLICATION

Staff Applications require no fee.

4. The GRCA Master Architectural Committee considers the application, making a site visit if necessary. Additional information may be requested for further consideration of the application at the next meeting of the Master Architectural Committee.
5. The approval of the Satellite Architectural Committee together with the GRCA Master Architectural Committee's approval is required. If not approved by either of the two committees, the applicant is so notified, and may then submit an amended application if appropriate. Lack of agreement between the GRCA and the satellite committees can usually be resolved. If not, and the application is denied by the GRCA or satellite committee, the applicant may appeal to the GRCA Board of Directors within the prescribed time limits of thirty (30) days. In accordance with Section 2, Article I, H (See also Section 2, Article II, C, below).
6. The GRCA committee may:
 - a) Deny the application
 - b) Approve the application **(with or without recommendations)**
Recommendations are not mandatory.
 - c) Approve it with stipulations
 - d) Table action with recommendations and/or requesting additional information

In the event action is tabled the application decision date shall automatically extend **in accordance with Section 2, Article I F. above.** The applicant shall notify the committee of their decision to accept the recommendations or not. If the applicant elects not to accept the recommendations or fails to submit requested additional information, then the committee shall deliver a final decision based on actions a) through c) within Section 2; Article 2

7. When both the GRCA and the satellite committees have approved the application, the owner may proceed with the project under the oversight of the Coordinator after receiving the approval letter with any stipulations.

B. Requires Approval Only of the Satellite Architectural Committee / GRCA Staff Approval:

These applications are for any exterior changes, alterations or additions for which written standards or specifications exist, but some individualization is requested. Additionally, this approval process may be used for exterior improvements that are the same as previously approved, landscaping (replacing dead plants with same species) or hardscape elements. A few examples include decorative accessories, roof tile, gutters and downspouts painting with approved satellite house colors and sun control devices.

1. An application is submitted to the Coordinator who forwards it to the Satellite Architectural Committee with additional materials as necessary. for the coordinator's and satellite's approval.
2. If not approved, the applicant is so notified, and may then submit an amended application if appropriate. A rejected application may be forwarded to the GRCA Master Architectural Committee for its consideration if requested by the Satellite Committee or the Applicant.

Lack of agreement between the satellite and the GRCA committees can usually be resolved. If not resolved, the applicant may appeal to the Master Board as prescribed above.

C. Lack of Agreement between MAC and Satellite When Satellite Cannot Agree

Should the MAC determine that the satellite is at an impasse and not able to make a decision due to:

1. A tie vote amongst the satellite committee or
2. Their decision to defer to the MAC or
3. Any dispute that renders the satellite incapable or unable to render a decision in the opinion of the MAC.

Then, in such cases, the MAC shall be the sole determinate of the approval of the application in accordance with Section 2, Article II, A 6, above. In addition if in the opinion of the MAC the satellite should render a wrongful decision, then the MAC may override the satellite's decision and decide in accordance with Section 2, Article II, A 6, and the MAC shall so notify the satellite in writing. Any aggrieved party within the satellite may appeal the MAC's decision from Section C, herein to the Master Board within 30 days of the MAC's decision in accordance with Section 2, Article I, H.

Satellite Community Submissions

1. Major Projects

The Satellite Board and / or its architectural committee shall submit to the MAC sketch plans presenting their ideas, thoughts and processes for upgrading and beautifying of their community. This initial contact shall serve the purpose of including the MAC in the satellite's conceptual stage and it shall allow the MAC to provide input and guidance to ensure that the satellite's plans conform to the over all ambiance of Gainey Ranch. There shall be no time limits on this stage of the process and the satellite shall be encouraged to utilize the MAC and maintain a constant flow of information.

2. Preliminary Plans

Shall be submitted to the MAC after the satellite has more formally addressed their ideas by hiring outside planners and/or have acquired drawings, plans, sample products or other more formal presentation materials. At this point at minimum the satellite community's owner's informal input should have been acquired along with a preliminary budget for the project. There shall be no fees for this process. The MAC shall act on the submittal in accordance with SECTION 2, ARTICLE II, A 6 above and in accordance with all review procedures in SECTION 2, ARTICLE I. In the event preliminary plans are denied by the MAC, the satellite may appeal to the master board in accordance with SECTION 2, ARTICLE I, H.

3. Final Plans

All preliminary plans approved by the MAC shall be subject to any owner approvals and votes as may be required by the satellite's CC&Rs. If there are no changes to the preliminary approved plans upon the community's final vote and approval, then the satellite may proceed with construction in accordance with all other pre-construction and construction requirements of the Master Architectural Committee Rules herein.

4. Minor Projects

All minor landscape changes and/or alterations, and /or changes to existing architectural rules and regulations not involving major construction shall be submitted under the same format and rules as an owner except there shall be no application fee required. The MAC shall be the authority on determining major and minor applications. While a community vote may not be required under the satellite's CC&Rs, the MAC may require at minimum written communications to, and a comment period for the owner's input.

5. MAC Authority

The MAC shall also have the authority to initiate and perform necessary satellite improvement projects when it deems it necessary and to determine time lines and deadlines for all of the satellite projects.

SECTION 2

ARTICLE III

PROCESSING FEE & PENALTIES

A. INTRODUCTION

In an effort to fulfill the Gainey Ranch objective of offering the very best quality, value and lifestyle, the Master Architectural Committee may retain consulting architects to review most plans submitted and perform other functions to confirm the level of quality of the Gainey Ranch improvements.

In accordance with Article XI, Section 3 of the Gainey Ranch Declarations, the Master Architectural Committee is authorized to charge a fee to defer its costs to process submittals.

The appropriate processing fee will be determined by the Master Architectural Committee as approved by the master board. Said fee is due at the time the request for approval is submitted. No plans can be processed until the full fee is received.

B. FEE SCHEDULE

1. Single-Family Construction and Revisions

The fee required covering the review of all submittals and meetings concerning new permanent construction or rebuilding a razed dwelling and the related site plan development and /or to cover the review of all submittals, including amendments and meetings, concerning major revisions, expansions and remodels shall be \$200.00. In addition based upon the scope of the project, the MAC in its sole discretion shall have the right if they deem necessary to hire outside professionals such as architects, planners, engineers or other experts to guide the MAC in it's decision making process. Such costs shall be paid by the applicant as invoices are submitted with no surcharge by the association. In no event shall these outside fees exceed \$3000.00 unless agreed upon by applicant. These fees shall be due and payable whether the project is approved or not and whether the applicant proceeds with the project or not.

a) A \$65 fee shall apply to each submittal covering any of the following items:

i. Minor revisions, changes or additions to a previously approved site plan or dwelling involving construction i.e. patios, walls, ramadas, pools/spas and various recreational facilities and other miscellaneous items.

ii. Major landscape and grading plans.

b) A \$45 fee shall apply to each submittal covering any of the following items:

i. Minor revisions, changes or additions to components of a previously approved site plan or dwelling involving non-construction activities: i.e. gutters and downspouts, sun control items, outdoor lighting, new paint colors, exterior accessories, graphics and other miscellaneous items.

ii. Minor additions or changes to existing landscape and drainage improvements.

2. Multi-family Revisions

- a) The fee required covering the review of all submittals, including amendments and meetings, concerning major revisions and remodels shall be \$200.00. In addition based upon the scope of the project, the MAC in its sole discretion shall have the right if they deem necessary to hire outside professionals such as architects, planners, engineers or other experts to guide the MAC in its decision making process. Such costs shall be paid by the applicant as invoices are submitted with no surcharge by the association. In no event shall these outside fees exceed \$3000.00 unless agreed upon by applicant. These fees shall be due and payable whether the project is approved or not and whether the applicant proceeds with the project or not.
- b) A \$65 fee shall apply to each submittal covering any of the following items:
 - i. Minor revisions, changes or additions to a previously approved dwelling or site plan involving construction, i.e. elevations, patios, walls, ramadas, spas/hot tubs and various recreational facilities and other miscellaneous items.
 - ii. Major landscaping and grading plans.
- c) A \$45 fee shall apply to each submittal covering any of the following items:
 - i. Revisions, changes or additions to components of a previously approved site plan or dwelling involving non-construction activities, i.e. gutters and downspouts, sun control items, outdoor lighting, exterior accessories, graphics and other miscellaneous items.
 - ii. Minor additions or changes to existing landscape and drainage improvements.

3. No Processing Fee Shall Apply for Either of the Following Applications/Submittals:

- a) Whenever the submittal does not need to be reviewed by the GRCA Master Architectural Committee. Refer to Section 2, Article II (Application Approval Process) for details.
 - b) Satellite Associations proposing common area improvements or amendments to community standards.
4. Any improvements or changes started prior to obtaining the required Architectural Committee approval shall be charged a penalty in addition to the regular processing fee. Such penalty shall be equal to the regular processing fee. Thus the total amount due shall be double the regular processing fee.
 5. For additional penalties for Master Architectural Committee Violations refer to Exhibit B for details.

SECTION 2

ARTICLE III

EXHIBIT B

IMPOSITION OF MONETARY PENALTIES

PREFACE: Pursuant to A.R.S. § 33-1803, the Board of Directors of the Gainey Ranch Community Association ("Association") has adopted these Policies and Procedures that provide for notice on any violation and an opportunity to be heard to an Owner ("Owner" as defined in the Declaration cited below) prior to the imposition of a monetary fine and any penalties for Architectural Control violations or other governing document violation of the Gainey Ranch Amended and Restated Declaration of Covenants, Conditions, Restrictions, Assessments, Charges, Servitudes, Liens, Reservations And Easements, recorded at Instrument No. 95-0223112, records of Maricopa County, Arizona, as amended from time to time, and any tract declaration or plat governing any portion of Gainey Ranch (collectively, "Declaration").

A. NOTICE OF VIOLATION

Courtesy Letters/Fines

Notices of any violations of the Governing Documents will be provided by the Board of Directors, the Executive Director, or any person acting at the direction of either. The following procedures will apply to such violations

1. After the Board has determined that a violation has occurred, a courtesy violation letter shall be mailed to the Owner via first class U.S. Mail and will describe the violation in question, referencing the provision of the Governing Documents that have been violated and requiring the violation be remedied within 21 days of the date of the notice or in accordance with A.R.S. 33-1803, advising the Owner that he/she has 21 days within which to respond to the courtesy violation letter.
2. if the Owner does not provide a written response or cure the violation within the 21 days after the date of the courtesy letter, a second courtesy letter will be mailed to the Owner describing the enforcement process, potential fines, and advising that the Association has the right to correct the violation and charge the Owner for any costs in effectuating the cure of the violation.
3. If the Owner does not respond or cure the violation within the fifteen (15) days after receiving the second courtesy letter, a Notice of Violation (NOV) will be sent to the Owner via certified mail, return receipt requested that specifically describes the violation and the actions that must be taken by the Owner. The NOV will also advise the Owner that he/she has the right to a hearing and that a fine could be imposed by the Board for the Owner's failure to take corrective action.
4. Any subsequent correspondence to the Owner regarding the violation will be sent by certified mail, with a courtesy copy being sent via first class mail, postage prepaid or by personal delivery in accordance with Paragraph C. below. All notices regarding the violation will advise the Owner of the potential action that the Association can take and/or the fines that could be assessed against the Owner if he/she fails to take corrective action.

If after the first Notice of Violation, the Owner fails to correct the violation within 15 days provided to the Owner, the Board of the Executive Director may send a second NOV to the Owner which will again advise the Owner that he/she has an opportunity for a hearing and that the Board can impose a fine and /or penalty against the Owner. The Board may also advise the Owner of the amount of the potential fine.

B. NOTICE INFORMATION TO BE PROVIDED

The following information must be provided to the Owner in the courtesy notice

1. The provision of the governing documents that has been violated.
2. The date of the violation or the date the violation was observed
3. The first and last name of the person or persons who observed the violation.
4. The maximum amount of the monetary penalty that may be imposed by the Board Including the potential that a fine may be imposed for each day that the violation continues after receipt of the courtesy notice advising the Owner that he/she is in violation of the Governing Documents.
5. A statement that the Owner may make a written request for a hearing before the Board regarding the violation and the action required of the Association to cure the violation. For the hearing to be scheduled the Association must receive the Owner's written request for a hearing within 21 calendar days after the date of the notice by marking that portion of the notice requesting a hearing signing the request and returning the request to the Board. The Owner should retain a copy of the request for a hearing. When the Owner provides a written request to the Board asking for a hearing within the prescribed time period and by the prescribed manner, the Association will suspend any further action regarding the violation pending the outcome of the hearing. An Owner's failure to request a hearing within the prescribed time period and by the prescribed manner waives the Owner's right to a hearing with respect to the violation.
6. A statement that (i) if the Owner fails to timely request a hearing the monetary penalty set forth in the notice will be imposed by the Board and will be due 15 calendar days after the date of the statement and (ii) if the Owner requests a hearing monetary penalty imposed by the Board will be due within 15 days after the date the Board's provided the Owner with a Notice of its decision.
7. Information concerning the manner in which a monetary penalty imposed by the Board of Directors may be enforced.
8. The following language must be included in the Board's notice regarding the condition of the Owner's property that is in violation of the Governing Documents and any written response to the owner's certified mail letter in response to a notice of violation from Association:

You have the option of filing a petition for an administrative hearing on this matter in the Department of Fire, Building, and Life Safety pursuant to A.R.S. 41-2198.01

C. SERVICE

All notices will be personally delivered to the Owner in violation or sent to the Owner by first class US Mail, postage prepaid or by certified mail, return receipt requested. Notice of the Violation will be deemed to be received by the Owner five days after the Association deposits the certified copy of the NOV in the US Mail and mails a courtesy copy of the NOV via first class mail, postage prepaid. All notices provided under these Rules must be delivered or mailed to the Owner at the address of the Owner as shown on the records of the Association. If more than one person or entity owns a lot or parcel, notice to one of the joint Owners constitutes notice to all of the joint Owners. A notice of the Board's decision (if necessary) will be served in the same manner as the other notices provided in these Rules.

D. HEARING

1. Request for Hearing

The notice will indicate that the Owner may make a written request to the Board for a hearing regarding the violation. For the matter to be scheduled for a hearing the Association must receive the written request for a hearing within 21 calendar days after the date of the notice by marking the appropriate portion of the notice requesting a hearing, signing the notice and returning it to the Association. An Owner's failure to request a hearing in this manner is a waiver and forfeiture of the Owner's right to a hearing regarding the violation.

2. Conduct of Hearing

So long as the Owner has timely requested a hearing. The Board will schedule that hearing and the hearing will be held an executive session of the Board thereby, affording the Owner a reasonable opportunity to be heard. The Owner will be entitled to present any documents and the testimony of any witnesses at the time of the hearing. Prior to the effectiveness of any sanction imposed by the Board, proof of notice and the notice from the Board advising of the date and time of the hearing must be placed in the minutes of the meeting. Such proof is deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered into the minutes by the officer or director who delivered such notice. The notice requirement is deemed satisfied if the Owner in violation appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanctions if any imposed.

At the conclusion of the hearing the Board will determine in its sole and absolute discretion whether a violation of the Governing Documents has occurred and , if so the action necessary to correct the violation, together with the amount of fines and/or other monetary penalties if any, to be imposed for such violation. The Board will base the amount of the monetary penalties on the seriousness of the violation, whether this a first violation, or a continuing violation, whether the type of offense poses a danger to property or any person, and whether the violator agrees to abate the violation within the time specified by the Board. If the Board has retained an attorney to provide legal services to the Association as a result of the Owner's violation, it may impose an additional monetary penalty against the owner to reimburse the Association for its attorney fees and cost incurred. After the amount of the fine and any penalties has been determined the Board will determine the due date for the payment of such fines and penalties.

The Board will provide the Owner with a Notice of Decision setting forth the details of the Board's decision. If the Owner does not appear at the hearing than the Owner has waived his/her right to a hearing and by failing to appear, the Owner will be deemed to consent to the Board's decision.

3. Enforcement

a) Enforcement of Monetary Penalty

Unless a later date is prescribed by the Board, (i) if the Owner fails to timely and properly request a hearing the Board will determine the amount of the fines and/or monetary penalties as set forth in the NOV shall be due within fifteen (15) calendar days after the date of the notice giving the Owner the right to a hearing, and (ii) if the Owner requests a hearing the monetary penalty imposed by the Board due within (15) calendar days after the date of the Board's Notice of Decision. Payment by an Owner of any fine or any monetary penalties is deemed late if it is not paid within fifteen (15) calendar days after its due date and a late charge of \$15.00 or (10%) of the amount due whichever is greater, will-be assessed against the Owner. Any monetary penalties imposed pursuant to these Rules and any charges for late payment are enforceable and collectible by an action at law.

b) Other Enforcement Action

In addition to or in lieu of the imposition of any fines or monetary penalties for a violation of the Governing Documents. The Board may proceed at any time with any other enforcement action available to the Association under the Declaration or at law or in equity. Enforcement actions available to the Association may be exercised separately or concurrently, and the exercise of one enforcement action does not constitute an election of remedies nor is it a waiver of the right of the Association to take any other enforcement action available to it