

Sunrise at Parkwood Ranch
Homeowners Association
Board Resolutions



Sunrise at Parkwood Ranch
Homeowners Association
P.O. Box 5720
Mesa, AZ 85211

PREFERRED COMMUNITIES
"LOVING WHERE YOU LIVE."





Sunrise

HOMEOWNERS ASSOCIATION

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Sunrise at Parkwood Ranch HOA Article 4.1.f requires owners to maintain improvements on lot,

WHEREAS, Section 14.4 of the Declaration provides authorization for the Board of Directors to make and repeal rules governing the Association,

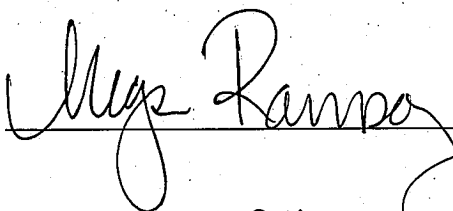
WHEREAS, absentee owners are not "on-site" to ensure maintenance of their lot,

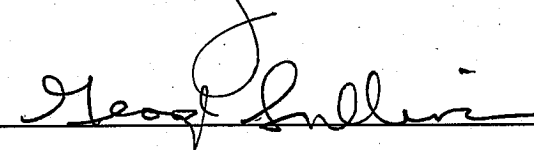
NOW, THEREFORE, BE IT RESOLVED THAT owners of all non-owner occupied lots shall be required to employ the services of a licensed and bonded landscape company to maintain the lot to be consistent with standards acceptable to the Board of Directors and to provide a current copy of landscape vendor contract to the association at:

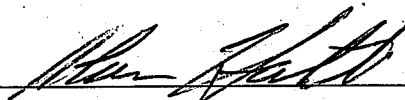
Preferred Communities
PO Box 5720
Mesa, AZ 85211
Fax: 866.610.2871

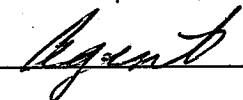
Failure to comply with this rule may result in fines levied against said owners, and all other legal remedies available to the Board.

This is to certify that the Board of Directors adopted the foregoing resolution by unanimous consent, effective as of November 1, 2006 until such date as it may be modified, rescinded, or revoked.

 _____, President

 _____, Secretary

By:  _____

Its:  _____

Serviced By: Preferred Communities 480.649.2017



**SUNRISE AT PARKWOOD RANCH HOMEOWNERS ASSOCIATION ACTION BY
THE BOARD OF DIRECTORS**

DECEMBER 5, 2006

Pursuant to the authority contained in the Arizona Revised Statutes and the governing document of the association, the Board of Directors of the Sunrise at Parkwood Ranch Homeowners Association Inc. hereby adopts the following resolution by unanimous consent for and as the actions of the Sunrise at Parkwood Ranch 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 Sunrise at Parkwood Ranch Homeowners Association.

DATED as of the 5th day of December 2006.

Violations will be cumulative for the fiscal year. Beginning June 1.


1. First and second notice Reminder/warning letters 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 \$500.00 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.

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:

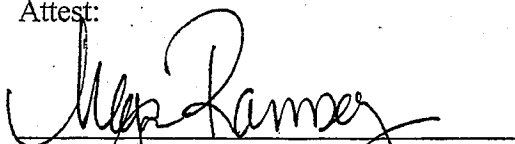
1. Homeowners will be notified by mail of all violations.
2. The homeowner has the right to a hearing before the Board or Violations Committee where decisions of the Board are final.
3. Board will direct Management Company, as to waiving or assessing of fines at each hearing or board meeting and for 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 Sunrise at Parkwood Ranch 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

**UNANIMOUS CONSENT TO ACTION BY THE BOARD OF DIRECTORS OF
SUNRISE AT PARKWOOD RANCH HOMEOWNERS ASSOCIATION
C/O PREFERRED COMMUNITIES
P.O. BOX 5720, MESA, ARIZONA 85211
(480) 649-2017 FAX (866) 610-2871**

The undersigned, constituting all of the members of the Board of Directors of Sunrise at Parkwood Ranch 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 for Sunrise at Parkwood Ranch 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 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 East Mesa 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 Sunrise at Parkwood Ranch Homeowners Association.

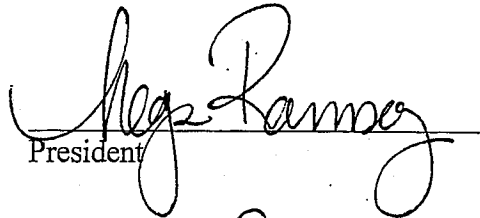
RESOLVED, that the Sunrise at Parkwood Ranch Homeowners Association Board of Directors and Preferred Communities shall afford homeowners the opportunity to request a hearing as provided by the Association documents to contest any late fee or fine assessed; and

RESOLVED, that the Sunrise at Parkwood Ranch 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 Sunrise at Parkwood Ranch 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

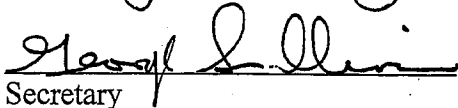
RESOLVED, that the board shall retain the right to amend or repeal this resolution.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 5 day of December, 2006.




President

Vice-President



Secretary



Treasurer