MOUNTAIN PARK RANCH HOA
VIOLATION ENFORCEMENT AND MONETARY PENALTY POLICY

WHEREAS, Mountain Park Ranch Homeowners Association ("MPRHOA") has authority pursuant to the Declaration of Covenants, Conditions and Restrictions ("CC&R's") and the By-Laws of the Association, to determine, in its reasonable discretion, the manner of remedy for violations and allotted time periods associated with degree and urgency of such violation, of the provisions set forth in the CC&R's and/or By-Laws;

WHEREAS, The Board of Directors of the Association ("Board") finds there is a need to establish procedures for the enforcement of the restrictions, architectural, design, and maintenance standards of the CC&R's, By-Laws and The Rules for Community Living and for the elimination of violations which may be found to exist within the Association;

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of violations of the use restrictions, architectural, design and maintenance standards of the CC&R's, By-Laws and The Rules for Community Living of the MPRHOA and for the elimination of violations of such provisions found to exist in, on or about any property within MPRHOA, and known as the "Enforcement Policy" of the Association:

Establishment of a Violation

A. Architectural. Any improvement of any kind or nature erected, placed, painted or altered on any Lot which has not been first approved in writing by the governing Architectural Review Committee ("ARC") and/or Staff as appropriate, or which does not in all respects conform to what has been approved is deemed a "Violation" under this Enforcement Policy for all purposes.

B. Use Restrictions. Any activity or condition allowed to continue on any Lot that is in direct opposition to the CC&R's, which is not expressly authorized, by the Board, ARC and/or Staff is deemed a "Violation" under this Enforcement Policy for all said purposes.

C. "Member" is considered the Owner of Record or Lot Owner. A copy of said violation may also be sent to a renter, property Management Company or other party, if the Member directs the Association to do so in writing.

Violation Enforcement Policy:

1. First Notice of Violation.

a. Initial Notice. Upon verification of the existence of a Violation, MPRHOA Staff will send to the Member a Written Notice of the Violation and allotted time periods to correct the Violation as associated with degree and urgency of such violation. This First Violation Notice will inform the recipient as follows:

(i) The nature, description and location of the Violation;
(ii) The provision of the community documents that has allegedly been violated;
(ii) A request to remedy the Violation;
(iii) If the Member has any question or seeks clarification of the Violation to please contact the sender;
(iv) The date the Violation was observed and the name of the person who observed it; and
(v) Provide Member with the process to contest the Violation and the Member shall have the opportunity to request and be granted a hearing to appeal said Violation.

b. If the Member replies by Certified Mail within 21 calendar days from the date of the Violation Notice, then the following will apply:

After the First Violation Notice is sent, the Member will have the opportunity to submit a response within 21 calendar days by certified mail to the Association regarding the alleged violation. The Association will reply by providing details about the Violation, including the provision of the community documents being violated, the date of the alleged Violation, and the name of the person who observed the Violation and the process the owner must follow to contest the Violation. The Association has 10 business days to provide the required information. As the Association has provided this information in the First Violation Notice, the Association may proceed with further enforcement action.

c. In certain instances and at the discretion of the Board, ARC and/or Staff, the Association may accelerate the violation time frame from the normal 14 day interval to a 4 day interval for immediate response and action to gain compliance on a Violation.

2. Second Notice of Violation.

If the Member fails to remedy the cited Violation within the First Violation Notice period of 14 days, then Staff will send the Member a <u>Second Notice of Violation</u> stating the following:

i. The nature, description and location of the Violation and the failure of the Member to correct the Violation, as previously requested.
ii. Notice that, if the Violation is corrected or eliminated within 14 days from the postmark of the Second Violation Notice, the Association will take no further action.
iii. Failure to correct the Violation or cease work on any improvement will result in the Association electing to pursue any one of the remedies available to the Association under the CC&R's, Bylaws, or this Enforcement Policy, including assessing a monetary penalty.
iv. If the Member has any question or seeks clarification of the Violation to please contact the MPRHOA Staff.

3. Third Notice of Violation and Initial Monetary Penalty.

If the Member fails to remedy the cited Violation, no earlier than 14 days from the Second Violation Notice, Staff will send a Third Notice of Violation to the Member stating the following:

(i) The nature and description of the Violation and the failure of the Member to correct the Violation, as requested;
(ii) Notice that the Violation has caused a Monetary Penalty to be assessed to the Member's account and that all related costs, plus the Monetary Penalty will be subject to any and all available collections efforts beginning no earlier than 14 days from the post mark of this notice;
(iii) Initial Monetary Penalty shall be $85.00, and subsequent Monetary Penalties may be assessed against the Member at any amount up to $85.00 in 14 day intervals;
(iv) The Member shall have the opportunity to request and be granted a hearing to appeal said Violation and Monetary Penalty;
(v) The request for hearing must be in writing and delivered to the MPRHOA Office within 14 days from the date of the Assignment of the Monetary Penalty Notice; and
(vi) If the Member has any question or seeks clarification of the Violation, to contact the MPRHOA Office; and
(vii) Failure by the Member to contact the MPRHOA Office, in writing, within the 14 day period shall be considered a waiver of the opportunity for said hearing.

4. Fourth Notice of Violation and Second Monetary Penalty.

If the Member fails to remedy the cited Violation, no earlier than 14 days from the Third Violation Notice, Staff will send a Fourth Notice of Violation to the Member stating the following:

(i) The nature and description of the Violation and the failure of the Member to correct the Violation, as requested;
(ii) Notice that the Violation has caused a Monetary Penalty to be assessed to the Member's account and that all related costs, plus the Monetary Penalty will be subject to any and all available collections efforts beginning no earlier than 14 days from the post mark of this notice;
(iii) Second Monetary Penalty shall be $85.00, and subsequent Monetary Penalties may be assessed against the Member at any amount up to $85.00 in 14 day intervals;
(iv) The Member shall have the opportunity to request and be granted a hearing to appeal said Violation and Monetary Penalty;
(v) The request for hearing must be in writing and delivered to the MPRHOA Office within 14 days from the date of the Assignment of the Monetary Penalty Notice; and
(vi) If the Member has any question or seeks clarification of the Violation, to contact the sender; and
(vii) Failure by the Member to contact the MPRHOA Office, in writing, within the 14 day period shall be considered a waiver of the opportunity for said hearing.

Conclusion

A. A Member may correct or eliminate a Violation at any time during the pendency of any procedure stated herein.

B. Notwithstanding the above, the Board may at any time during the enforcement process determine it to be in the best interest of the Association to end the Violation process and refer the matter to Legal Counsel to pursue the Association's remedies, which may include injunctive relief to correct or otherwise abate the Violation. If applicable, the Association may perform the work necessary to resolve the violation and assess those costs to the Member per the CC&R's.

C. When verified by the Board, ARC or Staff that the Violation has been corrected, the Notice of Violation will be closed but remain in the Member's lot file as stated under the "repeat violation" provisions.

D. The Member is liable for all costs and monetary penalties and subject to the collection efforts as subscribed by state law and the CC&R's.

E. In certain instances and at the discretion of the Board, ARC and/or Staff, it may be necessary to accelerate the violation time frame from the normal 14 day interval to a 4 day interval at any time for immediate response and action to gain compliance on a Violation.

Repeat Violations

If a Violation of the same nature is repeated within any one (1) year period after the last Violation Notice was sent, the Violation Notice process will continue uninterrupted. If a Violation of the same nature reoccurs one (1) year or more after the last Violation Notice was sent, the Violation will be considered a new Violation and the process starts from the beginning with the First Violation Notice.

Revised 11/2026