

# Sun City Grand Community Association, Inc.

## Standards Enforcement Policy

Amended and Restated October 11, 2018  
Amended and Restated February 14, 2019  
Amended and Restated November 30, 2023

### **AUTHORITY**

Sun City Grand Community Association ("SCG") has authority pursuant to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") for SCG and the Amendment and Restatement of By-Laws ("By-Laws") for SCG to determine the manner in which to remedy and/or impose penalties for violations of the provisions set forth in the governing documents.

The following procedures and practices are established for the enforcement of Standards violations of the governing documents of the Association and for the correction of violations found to exist within SCG.

#### **1. Discovery of a Violation.**

- A. If a Compliance Inspector observes a non-compliant issue she/he shall document the violation.
- B. Upon receipt of a complaint regarding a non-compliance issue, a Compliance Inspector or Standards Department employee will confirm the violation.

#### **2. Notice of a Violation.**

- A. Unofficial Courtesy Notice. (Verbal) - Upon verification of a non-compliance issue, the Standards Department may call the Owner informing the Owner of the nature of the violation. If the violation is corrected, no further action shall be taken.

B. Initial Courtesy Notice. Upon verification of a violation, the Standards Department shall send an initial courtesy notice to the Owner, notifying him/her of the nature of the violation and that he/she may present a written request for consideration by the Architectural Review Committee ("ARC") Review Sub-committee within twenty- five (25) calendar days of delivery of notice. Upon receipt of such request, the sub-committee shall review the submittal and render a written approval or denial to the Owner within ten (10) calendar days.

C. Initial Courtesy Notice for Nuisance Violations – If there are violations relating to: parking of recreational vehicles and trailers on the residential property and/or City of Surprise streets, weeds, or fruit on the ground, the Owner must correct these types of violations within seven (7) days from the receipt of the Notice. No fines may be levied or suspensions imposed with the Initial Courtesy Notice.

Decisions of the sub-committee may be appealed to the ARC in writing within fifteen (15) calendar days from the date of the sub-committee's decision.

No fines shall be levied or suspensions imposed with the Initial Courtesy Notice.

D. Second Notice of Violation. A Second Notice of Violation shall be sent to the Owner if the Owner does not correct or appeal the violation within the time period specified by the Initial Courtesy Notice. A Second Notice of Violation will inform the Owner of the following:

- 1) The nature of the alleged violation and the provision(s) of the community documents that have been violated;
- 2) The fine to be levied and/or suspension to be imposed;
- 3) That the Owner may present a written request for a hearing with the Covenants Committee regarding the fine and/or suspension within fifteen (15) calendar days of delivery of notice.
- 4) That the fine and/or suspension shall be imposed unless the violation is corrected or a request for hearing is received within such time period;

- 5) The process the Owner must follow per Arizona law to receive the first and last name of the person who reported the alleged violation and the date it was reported;

The members option for an administrative hearing on the matter with the Arizona State Real Estate department.

D. Subsequent Notice(s) of Violation. If necessary, a Third Notice shall be sent to the Owner informing the Owner that the fine(s) and/or suspension(s) as detailed in the Second Notice of Violation have been imposed. Such notice shall be sent upon the occurrence of any of the following events:

- 1) The violation has not been corrected (or has reoccurred) and a hearing of the ARC has not been requested as of the deadline provided in the Second Notice of Violation; or
- 2) A hearing with the ARC was requested and the ARC upheld the violation; or
- 3) A hearing with the Covenants Committee has not been requested as of the deadline provided in the Second Notice of Violation; or
- 4) A hearing with the Covenants Committee was requested and the fine and/or suspension was upheld; or
- 5) A hearing with the Board has not been requested within fifteen (15) calendar days after the date of the decision by the Covenants Committee; or
- 6) A hearing with the Board was requested and the Board upheld the decision rendered by the Covenants Committee.

### 3. Owner 's Waiver of Rights.

A. The Owner will be considered to have waived his/her right to be heard, if:

- 1) The Owner does not contact the Association to request a hearing

in the time frame prescribed by the notice to the Owner; and/or

- 2) The Owner does not respond to the Association's reasonable attempts to schedule a hearing; and/or
- 3) After a hearing is scheduled, the Owner does not attend the hearing.

B. If the Owner waives the right to be heard, the Association will make a decision on a fine and/or suspension based on the information before it.

#### **4. Fines and Suspensions.**

The CC&Rs allow the Association to impose fines and/or suspensions against an Owner for any infraction of the governing documents by the Owner or the Owner's family, tenant or guests. Before fines and/or suspensions are imposed, an Owner will be given notice and an opportunity to be heard. The Owner shall have the right to appeal the decision of the Covenants Committee to the Board. To exercise this right, a written notice of appeal must be received by the Association within fifteen (15) days after the date of the decision by the Covenants Committee.

Once it has been determined that the Owner's violation has not been corrected in accordance with the Second Notice of Violation, the Association may impose reasonable continuing fine(s) and/or suspension(s). Such continuing fine(s) and/or suspension(s) shall accrue until the Owner notifies the Association and the Association has confirmed that the violation has been corrected.

If the same violation reoccurs within twelve (12) months from the date of the Initial Courtesy Notice, it may be considered a continuation of the original violation.

The Owner's compliance with the Residential Design Guidelines is considered a year-round responsibility.

**Fines.** The amount of any fine(s) to be imposed shall be determined based on the SCG Fine Schedule (Exhibit A).

**Suspensions.** The Association may suspend an Owner's right to vote, and/or to

use any recreational facilities within the Common Area. The Association may suspend any services it is providing the Owner.

The Owner will be given written notification of the fine(s) levied or suspension(s) imposed against him/her along with the due date of any fine payment or the terms and duration of any suspension.

The decision by the Association to levy fines and/or impose suspensions does not relieve the Owner from the obligation to correct the violation(s) or comply with the Association's governing documents.

5. **Corrective Action by the Association.** Where a violation is determined to exist and either of the following has occurred:
- a) Owner has waived his/her right to appeal, or
  - b) Owner has exhausted all appeals and none were granted

the Association may cause the violation to be corrected, removed or otherwise abated by qualified contractors in accordance with the applicable provisions of the CC&Rs (Article 4.2).

This Policy does not constitute all of the actions the Association may take, and the Association reserves all such remedies available at law and in equity.

6. **Referral to Legal Counsel.** Where a violation is determined to exist and the Association deems it to be in its best interest, the Association may refer the violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the Association.

  
11-30-23  
Jeff Gibbs, Board Secretary

**EXHIBIT A  
FINE SCHEDULE**

Violation Type	Fine Amount
<p><b>Failure to apply for Architectural Review Approval</b></p>	<p align="center"><b>\$100</b></p>
<p><b>Violations of use restrictions including, but not limited to:</b>            Chicken wire on front courtyard gate            Coach light on front courtyard/rear patio walls            Decorative sign, pot, statue, topiary            Flag/flag Furniture/umbrella            Lamp post/ directional/path/area lighting, projective device            Open garage door            Portable BBQ, portable patio heaters            Pillars/columns            Pole/flag mount            Trash container            Unapproved or prohibited decorative object            Wall hanging</p>	<p align="center"><b>\$100</b></p>
<p><b>Major Landscaping violations, including but not limited to:</b>            Altered lot drainage            Inert material/gravel            Plastic sheeting            Prohibited plants, trees, shrubs            Sod/turf</p>	<p align="center"><b>\$250</b></p>
<p><b>Minor Landscaping Violations, including but not limited to:</b>            Failure to meet minimum planting requirements,            Non-maintained plants, hedges            Trellises            Vertical-staked plant, wire, plant wire height            Weeds</p>	<p align="center"><b>\$100</b></p>

<p><b>Signs, including but not limited to:</b>  For-sale sign on any parked vehicle per CC&amp;R Exhibit "C"  Location of signpost  Prohibited sign(s), Quantity, Size</p>	<p><b>\$200</b></p>
<p><b>Nuisance Violations, including but not limited to:</b>  Bird feeders or Bird Seeding  Debris  Exterior lighting  Noise  Odor  Parked vehicle for repair or covered vehicle parked outside of the garage  Pets  Rabbit trap  Stagnant/running water  Trash</p>	<p><b>\$200</b></p>
<p><b>Rental and Age Related Violations including but not limited to:</b>  Renters no proof of age  Renters with lease less term than 30 day minimum  Person under 19 residing in any Dwelling Unit over 90 days</p>	<p><b>\$1,000</b></p>

**Unapproved/disapproved/prohibited items including but not limited to:**

- Casita, casita-to-house cover
- Concrete coating/applications
- Courtyard/patio wall/pillar
- Expanded metal mesh screening on perimeter fence/gate
- Evaporative cooler and wall/window-type and other A/C units
- Exterior house/garage/patio cover paint
- Fireplace (Built-In)/fire pit
- Front courtyard/rear patio wall/pillar
- Garage door air vent
- Hot tub, freestanding fountain, built-in water feature
- Metal/stucco mailbox
- Patio extended cover
- Patio concrete extension
- Patio privacy panel
- Perimeter fence and gate
- Perimeter fence/gate rusty and needs painting
- Pool equipment wall screening from adjoining lots
- Pool, spa, pool equipment screening wall
- Rain gutter/downspout
- Rear patio BBQ wall
- Retractable patio blind/shade/solar/sunscreen
- Retractable window solar/sunscreen
- Retractable electric rear patio awning
- Retractable window roll/security
- Roof-mounted equipment, device for transmission/reception of television/radio/Satellite dish
- Room addition, room extension, third garage/hobby room
- Screening from adjoining lots
- Screened-in patio
- Security door, entrance door
- Setback lines/heights
- Shutters
- Solar-energy heating panels/equipment
- Stacked ledgerstone front elevation
- Window awning, window covering

**Holiday Lights outside of permitted time period**

**\$100**