RED ROCK VILLAGE COMMUNITY ASSOCIATION
RESOLUTION OF THE BOARD OF DIRECTORS
VANDALISM AND COMMON AREA DAMAGE POLICY

The Board of Directors of Red Rock Village Community Association ("Board") hereby resolves to adopt the attached Vandalism and Common Area Damage Policy, as of the date set forth below ("Resolution").

RECITALS

WHEREAS, Red Rock Village Community Association ("Association") is governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Red Rock Village, recorded on February 10, 2022, at Fee Number 2022-016254 in the Official Records of Pinal County, Arizona ("CC&Rs"), as well as the Red Rock Village Community Association Bylaws ("Bylaws").

WHEREAS, pursuant to the CC&Rs, at Article 1, Section 1.14 and Article 7, Section 7.1, the Association owns, manages, and maintains all Common Areas within Red Rock Village.

WHEREAS, the CC&Rs, at Article 4, Section 4.1, grant all Owners, Lessees, and Residents an easement to use and enjoy the Association's Common Areas, subject to the Association's authority to regulate the use of the Common Areas and other rights of the Association.

WHEREAS, the CC&Rs, at Article 7, Section 7.3, provide:

> In the event that the need for maintenance and repair of an Area of Association Responsibility, or any Improvement situated thereon, is caused through the willful or negligent act of any Owner, Resident, Lessees, guests or invitees, the cost of such maintenance or repairs shall be paid by such Owner to the Association upon demand. The decision of the Board shall be final and binding as to whether any need for repair is caused by any willful or negligent act of any Owner, Resident, Lessee or their guests or invitees.

WHEREAS, pursuant to the CC&Rs, at Article 9, Section 9.1.3, and A.R.S. § 33-1803(B), the Association may levy reasonable monetary penalties against any Owner for violation of the CC&Rs, Bylaws, Association Rules ("Rules"), or any other governing documents of the Association (together, "Governing Documents") after notice and an opportunity to be heard.

WHEREAS, the CC&Rs, at Article 5, Section 5.3, authorize the Board to adopt, amend, or repeal rules and regulations governing, among other things, the maintenance, operation, and use of the Common Areas.

WHEREAS, the CC&Rs, at Article 4, Section 4.1.1(vii), authorize the Association to suspend an Owner's right to use the Common Areas if the Owner either: (A) fails to pay any amounts due to the Association within fifteen (15) days; or (B) fails to cure any violation of any of the Governing Documents within fifteen (15) days of receiving notice of the violation.

WHEREAS, Article 4, Section 4.1.1(vii) of the CC&Rs further provides any suspension of an Owner's right to use the Common Areas extends to the Lessees, Residents, guests, and invitees of the Owner's Lot, which include, but are not limited to, the Owner's family members.

WHEREAS, the Bylaws, at Article 3, Section 3.11, provide the Board has all powers necessary to administer the affairs of the Association, other than to make any decision reserved to the Members of the Association, and in particular the Board has the power to, without limitation:

> …
>
> (vii) Adopt and publish rules and regulations governing the use of the Common Area and other Areas of Association Responsibility and the personal conduct of the Members and Residents and their family members, guests, lessees and invitees thereon and establish penalties for the infraction thereof;
>
> (viii) Suspend the voting rights and the right to use of the Common Area and Areas of Association Responsibility of a Member;
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> …
>
> (xviii) Cause the Common Area and all other Areas of Association Responsibility to be maintained, as more fully set forth in the Declaration;
>
> …

WHEREAS, the Board has observed an increase in acts of vandalism within the Common Areas and other conduct that causes property damage and increases the need for maintenance and repair of the Common Areas.

WHEREAS, the Board has therefore determined it is in the best interests of the Association to adopt the following Vandalism and Common Area Damage Policy, in the form attached hereto as Exhibit "A" ("Policy"), which will upon adoption become a part of the Rules, to provide Owners, and their Lessees, Residents, guests, and invitees, notice of their obligations with respect to the condition of the Common Areas and the consequences for breaching those obligations.

WHEREAS, at a duly held Board meeting at which a quorum was present on 11 JUNE, 2026, a majority of directors present voted to adopt the Policy.

RESOLUTION

NOW, THEREFORE, the Board hereby resolves to adopt the Policy in the form attached hereto as Exhibit "A."

IN WITNESS WHEREOF, the Board has hereby adopted the Policy as of the date set forth below.

[Signature Page Follows]

RED ROCK VILLAGE COMMUNITY ASSOCIATION

By: Greg Mohl

Its: President

DATE: 11 JUN 2026

EXHIBIT A

RED ROCK VILLAGE COMMUNITY ASSOCIATION

VANDALISM AND COMMON AREA DAMAGE POLICY

The Board of Directors ("Board") of Red Rock Village Community Association ("Association") has adopted the following Vandalism and Common Area Damage Policy ("Policy") pursuant to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Red Rock Village, recorded on February 10, 2022, at Fee Number 2022-016254 in the Official Records of Pinal County, Arizona ("CC&Rs").

1. Owners' Use. Owners, and their Lessees, Residents of their Lots, family, guests, and invitees, shall at all times access and use all Common Areas, and any facilities located thereon ("Facilities"), in a respectful manner and exercising due care. Owners, and their Lessees, Residents of their Lots, family, guests, and invitees, shall endeavor at all times to leave all Common Areas and Facilities in the same condition as the Common Areas and Facilities were in when they entered or began to use the Common Area or Facilities. Owners are solely responsible for ensuring their Lessees, Residents of their Lots, family, guests, and invitees abide by these requirements.

2. Cost of Repair. If an Owner, or the Owner's Lessee, Resident of the Owner's Lot, family, guest, or invitee damages any Common Area or any of the Facilities, or causes the need for additional maintenance of the same, through any willful or negligent act or omission, including, but not limited to, acts of vandalism, then the Association shall charge the responsible Owner the full cost of the repairs or additional maintenance to the Owner's account. At the time the Association places the charges on the Owner's account, it shall provide the Owner written notice of the charges. No later than fifteen (15) days after the date of such notice, the Owner shall pay the charges in full. Failure to pay the charges in full when due shall subject the Owner to all of the Association's remedies for the collection of any amounts due pursuant to the CC&Rs, and any balance of the charges remaining after the time they are due shall bear interest at the rate of twelve percent (12%) per annum.

3. Monetary Penalties. If an Owner, or the Owner's Lessee, Resident of the Owner's Lot, family, guest, or invitee damages any Common Area or any of the Facilities, or causes the need for additional maintenance of the same, through any willful or negligent act or omission, including, but not limited to, acts of vandalism, then the Association may levy reasonable monetary penalties against the responsible Owner. If the Association elects to levy such penalties, then the Association shall provide the Owner written notice of the damage or additional maintenance and the impending monetary penalty. The notice shall recite at least the process by which the Owner may contest the notice. If the Owner does not successfully contest the notice within fifteen (15) days from the date of the notice, then the penalty shall immediately become due. Failure to pay the charges in full within fifteen (15) days from the date they become due shall subject the Owner to all of the Association's remedies for the collection of any amounts due pursuant to the CC&Rs, and any balance of the penalty remaining after the time they are due shall bear interest at the rate of twelve percent (12%) per annum. The schedule of penalties is as follows:

- For the first incident in a twelve (12) month period: $100
- For the second incident in a twelve (12) month period: $200
- For the third incident in a twelve (12) month period: $400
- For the fourth incident in a twelve (12) month period: $800
- For each subsequent incident in a twelve (12) month period: $1,000

4. Suspension of Access.

4.1 If an Owner, or the Owner's Lessee, Resident of the Owner's Lot, family, guest, or invitee damages any Common Area or any of the Facilities, or causes the need for additional maintenance of the same, through any willful or negligent act or omission, including, but not limited to, acts of vandalism, then the Association shall provide the responsible Owner notice of the damage or additional maintenance and the costs related to the same.

4.2 If the Owner fails to successfully contest the notice within fifteen (15) days from the date of the notice, then the Association may suspend the responsible Owner's access to any or all Common Areas and Facilities, along with the access of the Owner's Lessees, Residents of the Owner's Lot, family, guests, and invitees, for a period of thirty (30) days. Suspending access may include, but is not limited to, deactivating the Owner's remotes or electronic fobs used to enter any Common Areas or Facilities.

4.3 The Association may also suspend such access of the Owner, and Owner's Lessees, Residents of the Owner's Lot, family, guests, and invitees, if the Owner fails to pay all amounts due to reimburse the Association for the costs of the maintenance or repair necessitated by the Owner's conduct, or the conduct of the Owner's Lessees, Residents of the Owner's Lot, family, guests, or invitees, as determined by the Board, within fifteen (15) days from the date such charges are due. Any such suspension will continue until such time as the Owner has paid those charges and any related late fees, interest, and costs of collection, including, but not limited to, attorneys' fees and court costs.

5. Temporary Closure. Upon an occurrence of vandalism of any Common Areas; Pool, Ramada, Playground Equipment, and Bathrooms, the Association will close the facility for a minimum of 72 hours. During this time, this facility will be assessed, inspected, cleaned, and deemed ready to be opened safely. Should repairs need to be made, the association shall keep the facility closed for the duration of the repairs.

6. Reporting. Owners who have witnessed these acts shall report vandalism or criminal damages to the community manager. Information must include names of people reporting this to management, identifying information on person(s) who committed the vandalism, any video, or photos. The Association will then notify the Pinal County Sheriff's

Department and create the report. Once the management team has created the report, this report number will be shared with all owners. At that time, the Owner can contact Pinal County Sheriff's Department Non-Emergency number at (520) 866-5111 option 1 for communication or send an email to the Department's Community Relations unit at cru.unit@pinal.gov referencing the report number given by the management team and providing any additional details of the matter. Owners can elect to remain anonymous with the Department.

7. Rights Reserved. The Association's rights and authorities detailed in this Policy are entirely in addition to, and not in place of, and in no way limit or modify, any of the Association's rights and authorities established in any Governing Documents or the law. To the extent consistent with the CC&Rs and Arizona law, the Board may, for any reason in its sole discretion, deviate from any of the procedures set forth in this Policy, which includes, but is not limited to, imposing a different monetary penalty for any given incident or utilizing a different schedule of penalties if appropriate under the specific facts and circumstances.

8. Defined Terms. Unless specifically defined otherwise in this Policy, all capitalized terms used herein have the meanings set forth in the resolution adopting this Policy or the CC&Rs.

9. Captions and Headings. The captions and headings in this Policy are inserted for convenience of reference only and shall not be used to interpret, construe, or in any way affect the meanings of the terms and provisions of this Policy.