



SHAW & LINES, LLC
ATTORNEYS AT LAW

RECENT DEVELOPMENTS REGARDING HOA ENFORCEMENT

Authored by:

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This course is approved by Community Association Managers International Certification Board (CAMICB) to fulfill continuing education requirements for the CMCA® certification. www.Camicb.org.

LEGAL SERVICES

GENERAL CORPORATE COUNSEL

Advising developers and community associations on forming corporations, funding reserves, compliance issues, and other general counsel matters.

COLLECTING ASSESSMENTS

Applying efficient, fair and effective collection strategies proven to recoup unpaid assessments, including collection demand letters, litigation, overseeing payment agreements, recording liens, wage and bank garnishments and foreclosures.

ENFORCING RESTRICTIONS

Employing tactical approaches to remedy violations and enforce restrictions, including mediation efforts and enforcement litigation.

DRAFTING, INTERPRETING AND AMENDING DOCUMENTS

Our attorneys are experienced in drafting and amending association documents that are easy to read, understand and apply. We also assist you in analyzing and interpreting provisions of association documents to help you better understand their meaning and application.

LITIGATION AND BANKRUPTCY

Providing competent and assertive representation for community associations in court on matters typically involving assessment collection, enforcing restrictions, foreclosure, defending community associations in lawsuits and protecting rights in bankruptcy.

CONTRACT NEGOTIATION AND REVIEW

We help review, interpret and negotiate contracts between vendors.

PROPERTY TAXATION

Assisting planned community associations in reducing tax liability for common area property tax liens.

CONSTRUCTION AND LAND DEVELOPMENT

Advising developers of community associations concerning applicable city ordinances, planning restrictions and similar land use issues.

GENERAL REAL ESTATE LAW

A multifaceted real estate practice offering clients a wide range of services for issues pertaining to zoning regulations, ordinance violations, land use and other general real estate and legal matters.

INSURANCE DEFENSE

Representing Insurance Companies in defending claims against their insured.

EDUCATING COMMUNITIES

Offering the Lunch & Learn Lecture Series and the Community Association Desk Reference Set for community association professionals to “be in the know” concerning changes in the law and effectively managing community associations.

One of the primary duties of a homeowners' association is to enforce the restrictions in the association's governing documents.¹ In some circumstances, associations may have an obligation to enforce the restrictions found in the association's governing documents.² It is important to understand how and when to properly enforce an association's governing documents.

Enforcement of Restrictive Covenants

Restrictive covenants may be enforced in three basic ways:

1. Imposing fines;
2. Filing a lawsuit seeking injunctive relief; and
3. Exercising "Self-Help."

In selecting any one of these options, an association should rely on three main questions guiding the enforcement:

1. What enforcement action is allowed by the association's governing documents;
2. Which contemplated method of enforcement is likely to gain compliance; and
3. Which method of enforcement is reasonable under the circumstances?

What enforcement action is allowed by the HOA's governing documents?

The first step in determining which method of enforcement to implement is to determine which method is allowed under the HOA's governing documents. For example, while the exercising of self-help is sometimes a viable enforcement option, some HOA governing documents may not authorize the HOA to exercise the self-help option or may require certain tasks be accomplished before self-help may be implemented.

Moreover, if the HOA desires to seek injunctive relief, the HOA should review its governing documents to determine whether attorney's fees and court costs may be recouped from the owner in non-compliance.

Determining what enforcement method may be used is an important first step in the enforcement process.

Which contemplated method of enforcement is likely to gain compliance?

It is important to ensure that the method of enforcement will achieve the goal of compliance. For example, let's say that an owner is operating a pig farm on their property, which is a violation of several of the

¹ See *Tierra Ranchos Homeowners Ass'n v. Kitchukov*, 165 P.3d 173, 216 Ariz. 195 (Ariz. Ct. App. 2007), which states that among other duties, the Restatement imposes upon the association the duty to act reasonably in exercise of its discretionary powers including rulemaking, enforcement, and design-control powers.

² *Gfeller v. Scottsdale North Townhomes Ass'n*, 193 Ariz. 52 (App. 1998); *Johnson v. Pointe Community Association*, 205 Ariz. 485 (App. 2003).

HOA's restrictions. Let's further say that the fine for this violation is \$50 per month. Finally, let's say that the owner makes \$500 per month from the sale of pigs.

In this example, it would be more profitable for the owner to pay the \$50 fine than to lose \$500 per month in pig-selling income. Thus, the owner may simply pay the fine and keep on operating the pig farm. While the fine is being paid, the violation is not being remedied. Instead of a \$50 fine, maybe seeking injunctive relief would be a more appropriate means of gaining compliance.

Therefore, prior to implementing an enforcement method, it is important to consider whether the enforcement method to be implemented will ultimately lead to compliance.

Which method of enforcement is reasonable under the circumstances?

Finally, it is important that the "penalty fit the crime" when it comes to enforcement. Determining which method of enforcement is reasonable will not only aid in gaining compliance, but could also save the HOA from potential liability.

For example, is it reasonable to impose a \$500 per day fine for a trashcan violation? Likely not. Is it reasonable to file an injunction lawsuit over a minor weed violation? Probably not. Would the implementation of self-help be reasonable to cure a "green pool" violation located at a house that has been abandoned for six months? If the HOA's governing documents allow it, sure.

Ensuring that the method of enforcement is reasonable is a key component to effectively enforcing HOA rules, regulations and restrictions.

Keeping in mind the above three main principles of enforcement will help your HOA safely navigate the complexity involved with enforcement of rules, regulations and restrictions.

These principles will help an association safely navigate the complexity involved with enforcement of the CC&Rs. The above principles, along with the enforcement actions, are discussed in greater detail below.

Also, prior to engaging in certain enforcement mechanisms, associations must follow provisions of Arizona Statutory Law.

A.R.S. § 33-1242(B) and A.R.S. § 33-1803(C) state that before association may take enforcement action other than sending an enforcement letter or "courtesy notice" (i.e. impose a fine or file an injunction lawsuit), the Association must inform any owner that he/she may provide the association with a written response concerning the violation by sending a certified letter to the address referenced in the violation letter **within 21-calendar days after the date of the initial violation letter**.

A.R.S. § 33-1242(D) and A.R.S. § 33-1803(E) requires associations provide written notice to an owner of the owner's option to petition for an administrative hearing on any enforcement

action. Thus, in an enforcement action, an association is required to notify an owner of the option to petition Arizona's Real Estate Department for a hearing on the matter.

Mechanisms of Enforcement

Gaining Compliance by Imposing Fines

Imposing a fine for the violation of restrictive covenants is the most common means of gaining compliance in associations. An Association may fine an owner who is in violation of the restrictions³ so long as the following criteria are met:

1. The fine is "reasonable";
2. The fine is imposed after notice and an opportunity to be heard; and
3. The notice of the fine must contain a statement regarding how the fine will be enforced and collected.

Violation Enforcement through Filing a Lawsuit Seeking Injunctive Relief

Restrictions found in Association governing documents may also be enforced through the seeking of injunctive relief. Injunctive relief is the process in which an association petitions the Superior Court to issue an order requiring an owner who is in violation of the restrictions to comply with the restrictions. Because injunctive relief requires litigation, seeking injunctive relief is usually implemented in emergency situations or as a last resort.

When an actor becomes an owner of property located within a homeowner's association, it agrees to the restrictions in the Declaration and it is "bound to (its) performance as effectively as if (it) had executed an instrument containing them." *Heritage Heights Home Owners Ass'n v. Esser*, 115 Ariz. 330, 333, 565 P.2d 207, 210 (App. 1977). Furthermore, "enforcement of such restrictions is by means of an injunction." *Id.*

To assert a claim for injunctive relief, the Association must show that "(1) that it has suffered an irreparable injury; (2) that remedies available at law, such as monetary damages, are inadequate to compensate for that injury; (3) that, considering the balance of hardships between the association and defendant, a remedy in equity is warranted; and (4) that the public interest would not be disserved by a permanent injunction." *Ebay Inc. v. Mercexchange, L.L.C.*, 547 U.S. 388, 391 (2006).

Exercising Self-Help

Self-help is a mechanism by which the association seeks to address a continuing violation of the restrictions by remedying the violation itself. The most common example of self-help is when an association pays a landscaper to maintain the yard of an owner who has not been maintaining the yard in violation of the restrictions. Self-help is usually available under an association's CC&Rs and the costs

³ See A.R.S. §33-1803 (Planned Communities) or A.R.S. §33-1242(A)(11) (Condominiums).

of self-help may usually be recouped by the association. Before exercising self-help, an association should carefully review its CC&Rs to make sure it is allowed to do so.

Waiver of Enforcement

Many associations struggle with the concept of waiver of enforcement. This concept addresses whether an association may require remediation of a long-standing violation of the restrictions.


The above discussed waiver concept has been addressed by the Arizona Supreme Court in *Coll. Book Centers, Inc. v. Carefree Foothills Homeowners' Ass'n.*, 225 Ariz. 533, 241 P.3d 897 (Ct. App. 2010). The Court in *College*, stated:

When CC&Rs contain a non-waiver provision, a restriction remains enforceable, despite prior violations, so long as the violations did not constitute a “complete abandonment” of the CC&Rs. *Id.* at 399, ¶ 26, 87 P.3d at 87. Complete abandonment of deed restrictions occurs when “the restrictions imposed upon the use of lots in [a] subdivision have been so thoroughly disregarded as to result in such a change in the area as to destroy the effectiveness of the restrictions [and] defeat the purposes for which they were imposed[.]” *Id.* at 539 ,903 (quoting *Condos v. Home Dev. Co.*, 77 Ariz. 129, 267 P.2d 1069 (1954)).

Thus, the Arizona Supreme Court in *College*, held that so long as an Association has a non-waiver provision in its CC&Rs, the Association may enforce its restrictions against owners who are in long standing violation of the restrictions so long as the Association has not abandoned the CC&Rs.

In fact, the Court in *College*, suggests that the Association has a duty to enforce the long standing violation. The Court specifically declared:

Similarly, we agree that applying a plainly worded non-waiver clause will not encourage discriminatory conduct by homeowners' associations because they are constrained by principles of fairness and reasonableness. In *Tierra Ranchos Homeowners Ass'n v. Kitchukov*, we adopted the Restatement (Third) of Property: Servitudes § 6.13, which includes the duty of an association to “treat members fairly” and to “act reasonably in the exercise of its discretionary powers including rulemaking, enforcement, and design-control powers.” 216 Ariz. 195, 201, ¶ 25, 165 P.3d 173, 179 (App.2007). “‘Additionally, the failure of an association to take appropriate action to enforce restrictive covenants may subject it to liability.’ *See, e.g., Johnson v. Pointe Cmty. Ass'n. Inc.*, 205 Ariz. 485, 489, ¶ 22, 73 P.3d 616, 620 (App. Ct. 2003) (holding that an association's interpretation of its own restrictive covenants in a dispute with a homeowner is not entitled to judicial deference; reversing trial court's dismissal of claim for breach of fiduciary duty). In our view, these considerations will discourage an HOA from engaging in selective enforcement of restrictive covenants.” (emphasis added).



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THIS COURSE IS APPROVED BY COMMUNITY ASSOCIATION MANAGERS INTERNATIONAL CERTIFICATION BOARD(CAMICB) TO FULFILL CONTINUING EDUCATION REQUIREMENTS FOR THE CMCA® CERTIFICATION. WWW.CAMICB.ORG.

**Enforcing Restrictive Covenants:
Obligation to Enforce**

- Arizona Courts have held that Associations, in certain circumstances, may be required to enforce restrictions.
 - See e.g., [Gfeller v. Scottsdale North Townhomes Ass'n](#), 193 Ariz. 52 (App. 1998); [Johnson v. Pointe Community Association](#), 205 Ariz. 485 (App. 2003).
- Cases suggest that a HOA may face liability where it is required to enforce the restrictions, but fails or refuses to do so.

Enforcing Restrictions

- What enforcement action is permitted under the governing documents?
- Of the enforcement methods, which is most likely to gain compliance?
- What is the most reasonable method under the circumstances?

Enforcement Basics

- Have the CC&Rs, the Architectural Guidelines and the Rules and Regulations reviewed every 5 years.
- Have an Enforcement Policy and/or Fine Policy, which should be reviewed every 5 years.

Enforcing Restrictions: Considerations

- Restrictive covenants may be enforced in three basic ways:
 1. Imposing fines;
 2. Filing a lawsuit seeking injunctive relief; and
 3. Exercising “Self-Help”.

Enforcing Restrictions: Fines

- Statutory Requirements for Fines (Condominiums A.R.S. 33-1242(A)(11) and Planned Communities A.R.S. 33-1803(B)):
 - Fines must be “reasonable”
 - Must offer notice and opportunity to be heard prior to imposing a fine;
 - Notice of fine must contain a statement as to how the fine will be enforced and collected.

Enforcing Restrictions: Fines
Fine Policy

- If a HOA desires to impose Fines, it should have a Fine Policy.
- Have the Association's attorney review your Fine Policy. One size does not fit all!

Enforcing Restrictions: Fines
Fine Policy

- Fine Policy Suggestions:
- Consider having different fines for different violations; i.e. a lower fine for minor violations and a higher fine for major violations.

Enforcing Restrictions: Fines, cont'd

- Prior to imposing a fine, a violation letter must be sent to the owner stating that the owner may provide a written response, sent by certified mail, to the Association within 21 days of the date of the violation letter.
- (Condominiums A.R.S. 33-1242(B) and Planned Communities A.R.S. 33-1803(C).

Enforcing Restrictions: Fines, cont'd

- Upon receipt of a response to the 21 day letter, the Association must provide the owner (Condominiums A.R.S. 33-1242(C) and Planned Communities A.R.S. 33-1803(D):
 - The provision of the governing documents that was violated;
 - The date of the violation;
 - The process by which to appeal the violation; and
 - The first and last name of the person who observed the violation.

Enforcing Restrictions: Fines, cont'd

- The HOA can avoid the 21 day period by sending the below information in the first violation letter sent to the owner (Condominiums A.R.S. 33-1242(D) and Planned Communities A.R.S. 33-1803(E):
 - The provision of the governing documents that was violated;
 - The date of the violation;
 - The process by which to appeal the violation; and
 - The first and last name of the person who observed the violation.

Enforcing Restrictions: Injunctive Relief

- A HOA may seek an injunction requiring an owner comply with the restrictions.
- In deciding whether to grant an injunction, the Court should consider:
 - "Equitable considerations (when considering the imposition of an injunction) include the relative hardships and injustice; the public interest; misconduct of the parties, if any; delay on the part of the plaintiff; and the adequacy of other remedies."

Ahwatukee Custom Estates Management v. Turner, 196 Ariz. 631 (App. 2000)
See also, Flying Diamond Airpark, LLC v. Meienberg, 156 P.3d 1149 (App. 2007)

Enforcing Restrictions: Self-Help

- Self-help is the mechanism by which an association remedies violations itself.
- The governing documents must grant the association authority to engage in self-help in order to remedy violations.
- Watch for notice requirements in the governing documents that must be observed before self-help becomes available.

Enforcing Restrictions: Waiver

- The concern is that by allowing owners to violate the restrictions for a number of years, the HOA has effectively waived its rights to enforce the restrictions.
- This concept is called waiver.

Enforcing Restrictions: Waiver

- The Concept of Waiver has been addressed by the Arizona Supreme Court in *Coll. Book Centers, Inc. v. Carefree Foothills Homeowners' Ass'n.*, 225 Ariz. 533, 241 P.3d 897 (Ct. App. 2010).
- When CC&Rs contain a non-waiver provision, a restriction remains enforceable, despite prior violations, so long as the violations did not constitute a "complete abandonment" of the CC&Rs.



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EDUCATION

University of Arizona James E. Rogers College of Law - J.D. 2000

University of Arizona - B.A. 1996

PROFESSIONAL LICENSES

Member, State Bar of Arizona.

Member, U.S. District Court Bar for the District of Arizona.

Member, State Bar of Nebraska.

Member, U.S. District Court Bar for the District of Nebraska.

Member, United States Tax Court Bar.

PROFESSIONAL LEGAL EXPERIENCE

Shaw & Lines, LLC

Founding Member and Managing Member (April 2005 – Present)

Provide legal advice to Homeowner Associations, Property Owner Associations, Office Condominium Associations and non-profit corporations in a variety of general real estate and corporate transactions. Specifically, creation of corporate entity for homeowners' associations, creation and interpretation of governing documents of homeowner associations, creation and negotiation of complex sales and lease agreements, creation of land conveyance documents, representation of home owner and property owner associations in zoning matters, representation of homeowners' associations in collection litigation matter and document enforcement matters.

CONTINUING LEGAL EDUCATION SEMINARS TAUGHT

February, 2020 – State Bar of Arizona CLE Panel Entitled *Fundamentals of Administrative Adjudication in Homeowners Association (HOA) Disputes*.

January, 2020 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *Vexatious Litigants – How to Handle the Frivolous Filer*.

January, 2019 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *ETHICS: Call to Duty: Ethics and Politics Concerning Duties Owed*.



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February, 2018 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *Navigating the Nuances of the Fair Housing Act*.

June, 2017 - Arizona State Bar Convention CLE Panel Entitled *Advanced Issues in Land Use: Navigating the Dangers of Deed Restrictions in Residential and Commercial Development*.

January, 2017 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *The Insurance Defense Dilemma; Conflicts of Interest Regarding Insurance Defense Under a Reservation of Rights*.

May, 2015 - Community Associations Institute National Annual Conference Seminar Entitled *I am the Association! How to Handle the Overbearing Board Member*.

November, 2014 – State Bar of Arizona CLE Seminar Entitled *Let Slip the Dogs of Peace: The ADA, Fair Housing Act and the Use of Service Animals to Help America's Returning Veterans*.

April, 2013 - Arizona Association of Landlord-Tenant Attorneys CLE Seminar Entitled *An Overview of Property Tax Appeals, HOA Laws and Remedies When a Foreclosure Goes Wrong*.

February, 2011 - Community Associations Institute (Central Arizona Chapter) Trade Show Seminar Entitled *Going Rogue, What to do with the Rogue Association Board Member*.

May, 2010 - Community Associations Institute National Annual Conference Seminar Entitled *Board Member Decision Making – The Business Judgment Rule Plus*.

January, 2010 - Community Associations Institute College of Community Association Lawyers National Law Seminar CLE Entitled *Board Member Decision Making – The Business Judgment Rule Plus*.

January, 2007 - Lorman Educational Services Seminar Entitled *Issues Concerning the Development, Creation and Operation of the Arizona Office Condominium Association*

June, 2006 - Arizona Association of Community Managers Seminar Entitled *Changes in the Laws Affecting Community Associations*.

May 2005 - Maricopa County Bar Association Seminar Entitled *How to Collect Assessments and Enforce Restrictions Concerning Homeowner Associations*.



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ARTICLES AND PUBLICATIONS

Winter (2018) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *Can a HOA Waive its Rights to Enforce the CC&Rs.*

Spring (2018) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *Going Paperless: The Legal Requirements of HOA Digital Record Keeping.*

Fall (2017) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *Reserve Accounts 101 – What They Are, How They Work and Are They Required.*

Spring (2017) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *You're Hired! Important Considerations Concerning HOA Service Providers.*

Spring (2016) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *There is Method to the Madness: How to Choose the Best Method of Enforcement.*

Fall (2014) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *The Importance of Trade Names and Trademarks in the Social Media Age.*

Spring (2013) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *The Hatfields and the McCoys: HOA Involvement in Neighbor Disputes.*

September/October (2012) Community Associations Institute National Magazine
Common Ground Article Entitled *Curmudgeon Cure.*

Issue 4 (2011) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *Association Record Keeping in the Digital Age.*

Issue 1 (2011) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *We Are All in This Together - Sustaining Members' Interest in Their Community Association.*

Issue 4 (2010) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *Why HOAs are Good in a Bad Economy.*



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Issue 2 (2010) Community Associations Institute Central Arizona Chapter Magazine
Community Resource Article Entitled *The Ins and Outs of Owner Bankruptcy – What Community Associations Need to Know*.

Columnist for the weekly Column entitled “Ask the HOA GUY” published by the
Arizona Republic and the *East Valley/Scottsdale Tribune* (2004-2006).

LECTURER FOR THE FOLLOWING HOA ACADEMIES:

2010-Present City of Scottsdale, AZ HOA Academy.

2010-Present City of Chandler, AZ HOA Academy.

AWARDS AND ACHIEVEMENTS

2010 Leadership Centre Brian L. Zemp Community Leadership Award.

2008 Member – Community Association Institute College of Community Association
Lawyers.

2006 Leadership Centre Instructor of the Year.

SERVICE TO COUNTY

Honorably discharged from the U.S. Navy, August 1992.

SERVICE ORGANIZATIONS

Board President, Tempe Preparatory Academy (2020 to Present); Board Member, Tempe Preparatory Academy (2018 to Present); Member, Community Associations Institute College of Community Association Lawyers Board of Governors (2017); Vice President, Central Arizona Chapter of Community Associations Institute (CAI) (2014 - 2015); Member of the Board of Directors (2013 - 2016) of the Central Arizona Chapter of Community Associations Institute (CAI); Member, State Bar Committee of Minorities and Women in the Law (2002-2003); Vice Chair, City of Tempe Redevelopment Review Commission (2003-2004); Secretary, Maricopa County Bar Association Foundation (2002-2003); Member, Maricopa County Board of Adjustment (2005-2006); Member, Maricopa County Community Development Advisory Commission (2005-2006); Member, Maricopa County Merit Commission (2006); Member, City of Tempe Transportation Commission (2009-2011); First Vice Chairman, Arizona Republican Party (2010 – 2012).

SHAW & LINES, LLC
COUNSELORS TO COMMUNITY ASSOCIATIONS

“DOING BETTER WHAT IS ALREADY BEING DONE.”

Shaw & Lines, LLC is an award winning law firm that focuses its practice to Homeowner Association Law, General Real Estate Law, Bankruptcy, Fair Housing and General Business Law. The Firm was founded and continues to operate on the goal of promising and providing efficient, competent and quality legal services to its clients. Shaw & Lines, LLC distinguishes itself by efficiently and effectively “doing better what is already being done.”

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