



**MULCAHY LAW FIRM, P.C.**

Beth Mulcahy  
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September 19, 2019

**Re: Sedona West Property Owners Association, Inc.**

Dear Homeowner(s):

As you may know, I am general counsel attorney for Sedona West Property Owners Association, Inc. ("SWPOA") and I am writing to you to address the validity and enforceability of the Association's Restated Declaration of Restrictions and Covenants, recorded in 2007.

My office has reviewed the Restated Declaration of Restrictions and Covenants, as well as the Association's other governing documents and I have determined that the Restated Declaration of Restrictions and Covenants were validly amended and recorded. The Restated Declaration may be enforced pursuant to Section E(2).

Section E(2) of the Declaration states that "[f]ailure to enforce any of these restrictions, rights, reservations, limitations, covenants, and conditions contained herein shall not, in any event, be construed or held to be a waiver thereof or consent to any further or succeeding breach or violation. Upon the breach or threatened breach of said covenants of restrictions or any of them, anyone owning property in this subdivision, or a designated agent of a property owner, may bring an appropriate action in the proper court to enjoin or restrain said violation, or to compel compliance with the said covenants of restrictions herein contained, or to collect damages or other dues on account thereof."

According to Section E(2), the Declaration can be enforced by "anyone owning property in this subdivision, or a designated agent of a property owner." If an owner would like the Board of Directors to enforce the Declaration on their behalf, the owner should contact the Association's Board to discuss the issue further.

Please direct any questions regarding this letter to the Association's Board of Directors.

Sincerely,

Beth Mulcahy  
BM/lv



MULCAHY LAW FIRM, P.C.

Beth Mulcahy  
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November 14, 2019

**Re: Summary of Enforcement of Restated Restrictions and Covenants for Sedona West Property Owners Association, Inc.**

- The purpose of the meeting on November 14, 2019 is a dissolution vote to dissolve the Sedona West Property Owners Association, Inc. (Corporation). If the dissolution plan is approved, the Board will file paperwork with the Arizona Corporation Commission to dissolve the Corporation. However, the Restated Restrictions and Covenants (Restrictions) will remain valid property restrictions against all property covered by those applicable Restrictions.
- Pursuant to Section E (2) of the Restrictions, “[u]pon the breach or threatened breach of said covenants of restrictions or any of them, anyone owning property in this subdivision, or a designated agent of a property owner, may bring an appropriate action in the proper court to enjoin or restrain said violation, or to compel compliance with the said covenants of restrictions herein contained, or to collect damages or other dues on account thereof.”
- Pursuant to Section B (5) of the Restrictions, “[a]n entire lot, together with any improvements, may be rented for a minimum of thirty (30) days by the owner for single-family occupancy, but not otherwise. Any property owner or any agency acting on behalf of a property owner shall inform a person or persons renting said property of these restrictions and ascertain that they are complied with.”
- This means that anyone owning property within the subdivision could initiate a lawsuit against another property owner regarding any violation of the Restrictions, including a violation of Section B (5) (i.e. a violation of the thirty (30) day rental period minimum). The lawsuit would have to be filed in Superior Court if the person filing wanted to seek a court order to enjoin the rental violation.
- A lawsuit alleging a violation of the Restrictions, including Section B (5) would be a breach of contract lawsuit. With any breach of contract lawsuit, the judge will award the prevailing party his/her reasonable attorneys’ fees and costs.
- I would advise that each alleged violation be evaluated on a case by case basis prior to initiating a lawsuit. If you have any questions about the lawsuit process, please feel free to contact Mulcahy Law Firm, P.C.

Sincerely,

/s/ Beth Mulcahy

Beth Mulcahy  
BM/pm