

IRONWOOD VILLAGE ASSOCIATION

Violation Enforcement and Fine Policy

In accordance with the Ironwood Village Association (“Association”) authority granted under Section 7.3 of the Declaration and A.R.S. § 33-1803, the Association through its Members, has approved this Violation Enforcement and Penalty Policy and has determined that the fines and penalties set forth herein are reasonable and appropriate to deter and curtail violations of the Association’s Declaration, Articles, Bylaws, and all other rules, regulations and policies promulgated by the Association (collectively, the “Governing Documents”).

The following provisions apply regarding the imposition of reasonable fines and penalties. Each Owner is encouraged to become familiar with the Association’s policy regarding fines and penalties and to ensure that all residents, family members, tenants, guests, invitees, licensees and agents are familiar with and adhere to the same.

A. Notices

Violation letters notifying Owners of the monetary penalties or fines shall provide notice and an opportunity to be heard prior to imposition of the fine. The notice requirement is satisfied by mailing a copy of the violation notice, postage prepaid to the applicable Owner, the Owner’s designated agent, to the Owner’s address last appearing on the books and records of the Association, or supplied by such Owner to the Association for such notices. A notice given by United States Mail shall be deemed to have been received by the Person to whom the notice was addressed on the earlier of the date the notice is actually received or three days after the notice was mailed. The following are the types of notices.

- (1) **First Notice:** Written courtesy notice or notice of intent to impose a fine in accordance with the fine schedule below will be mailed via regular mail, with request to correct the violation or ask for a hearing within 21 calendar days.
- (2) **Second Notice:** If a violation still exists, a second notice of violation will be mailed via regular and certified mail and advise that a fine in the amount set forth in the fine schedule below will be imposed if the violation is not corrected within 14 calendar days.
- (3) **Third Notice:** If a violation still exists, a third notice of violation will be mailed via regular and certified mail and advise that a fine in the amount set forth in the fine schedule below will be imposed if the violation is not corrected within 14 calendar days.
- (4) **Fourth Notice:** If a violation still exists, a fourth notice of violation will be mailed via regular and certified mail and advise that a fine in the amount set

forth in the fine schedule below will be imposed if the violation is not corrected within 14 calendar days.

- (5) **Continuing Violations (continuing or reoccurrence within a 6-month period):** Notice that fine in the amount set forth in prior notice has been imposed and notice of hearing that a fine in the amount set forth in the fine schedule below will be imposed and continue in the frequency set forth below until the violation remains uncorrected. If the violation continues, the file will be sent to the Association’s law firm for further enforcement.
- (6) **Recurring Violations:** An offense that recurs within six (6) months of the last offense shall result in the fine continuing in the series herein, after notice and an opportunity for a hearing have been provided.

B. Fine Schedule.

Any infraction of the Governing Documents by an Owner, resident, family member, tenant, guest, invitee, licensee or agent may result in a reasonable and appropriate fine or notice imposed against the applicable Owner as follows (in addition to any other penalties or remedies available to the Association):

Type of Violation	First Notice	Second Notice	Third Notice	Fourth and Subsequent Notices or Recurring Violations
Violations not otherwise specified herein	Courtesy Warning	\$75.00	\$100.00	\$125.00 every 14 days until the violation is cured.
Architectural Issues (i.e., unapproved changes or modifications)	\$75.00	\$100.00	\$125.00	\$125.00 every 14 days until the violation is cured.

Type of Violation	First Violation	Second Violation	Third Violation	Fourth and Subsequent or Recurring Violations
Garage Sales, Yard Sales or Estate Sales outside of two designated community garage sales, or otherwise authorized by the Association	\$100.00	\$300.00	\$500.00	\$500.00 for each occurrence.
Parking on Non-Driveway Areas of Lot	Courtesy Warning	\$75.00	\$100.00	\$125.00 for each occurrence.
Short-Term Rentals (Leasing for less than 30 days)	\$500.00	\$1,000.00	\$1,500.00	\$1,500.00 for each occurrence.

C. Opportunity for a Hearing/Violation Appeal Process. The hearing requirement is satisfied by allowing an opportunity for the Owner to be heard by the Board of Directors.

- To initiate this appeal process, the Owner must send the Association a written notice to the address listed on the violation letter that the Owner is requesting an appeal of the violation.
- The notice must be received by the Association by the deadline in the letter. The Association will then provide the Owner with the date of the meeting at which time the Owner can be heard. Failure of the Association to receive notice of the request for a hearing by the Owner will constitute a waiver of the right to a hearing by the Owner.
- Appeals shall demonstrate extenuating circumstances which require deviation from the Governing Documents.
- Appeal shall include all pertinent backup information to support the existence of the extenuating circumstance.
- All decisions of the Board are final and may not be further appealed.
- Any appeal that does not meet the above requirements shall not be heard by the Board and shall be considered DENIED.
- The appeal shall be heard in Executive Session, unless otherwise requested by the Owner.
- The Board President or other Director (in the absence of the President) will introduce all parties.
- Lengthy discussions are not a part of an appeal process.
- The homeowner who is appealing will be provided five (5) minutes to state their case and present any documentation that is applicable.
- Each Board Member will have the opportunity to ask the homeowner specific questions regarding the appeal.
- Upon completion of the question and answer period, the Board President will state that the appeal has been heard and the Board will make their decision in closed session. Written notice of the Board's decision will be sent to the homeowner within seven (7) business days of the hearing.
- If the appeal is denied, the homeowner must bring the violation into compliance within ten (10) calendar days. If the violation still exists after ten (10) calendar days, the homeowner will be fined every fourteen (14) calendar days in the amount set forth in the above schedule or as otherwise set forth in the notice, until the violation is corrected. In addition, the Board of Directors may seek legal action to remedy the violation. All costs of legal action will be billed to the homeowner and collected in the same manner as assessments.

D. Board Discretion. The Board is expressly authorized to modify this Policy, including the time periods for correction and fine amounts and frequency (i.e., daily, weekly, monthly) on a case by case basis for any reason the Board, in its sole discretion, determines that it is in the best interest of the Association. The Board also reserves the right to suspend the monetary penalties for certain ongoing violations to provide the Owner a reasonable time period, as determined in the sole discretion of the Board, to address them. However, if the Owner fails to do so within the prescribed time period, then the Board may impose all the monetary penalties that accrued retroactively from the date of the original violation notice.

E. Enforcement of Fines. Any fine not paid by its due date, as set forth in the other Governing Documents or as set by the Board, will be enforced in the same manner as any other assessment as permitted by law.

F. Referral to Legal Counsel. Notwithstanding this Policy, the Association can employ legal counsel at any time to pursue violations of the Governing Documents or for any other matter the Association deems necessary to protect and enforce the rights of the Association. All attorneys and costs incurred by the Association in enforcing the Governing Documents against an Owner, regardless of whether or not suit is filed, shall be due and payable by the Owner to the Association, upon demand, and enforced as assessments in the Declaration.

IRONWOOD VILLAGE ASSOCIATION,
an Arizona nonprofit corporation

By: Dan Frigard
Name: Dan Frigard
It's: President