

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE  
IRONWOOD VILLAGE ASSOCIATION**

By an affirmative vote, the Directors of the Ironwood Village Association hereby adopt the following Resolution as an official action of the Board of Directors (the "Board") of the Association and direct that this action be filed with the minutes of the proceedings of the Board (OR the undersigned have executed this Resolution upon unanimous consent and without a meeting pursuant to A.R.S. § 10-3821):

**WHEREAS**, the Ironwood Village Association (the "Association") is an Arizona non-profit corporation that governs, in whole or in part, the property subject to the Declaration of Covenants, Conditions and Restrictions for Ironwood Village recorded in the official records Maricopa County at Document No. 1988-559655, as amended from time to time (the "Declaration");

**WHEREAS**, pursuant to the Declaration at Article 7, Section 7.3, the Board of Directors, on behalf of the Association has the authority to establish reasonable rules and regulations governing the use of the Property;

**WHEREAS**, pursuant to the Declaration at Article 10, Section 10.20 states that all leases shall be subject in all respects to the provisions of the Declaration and the rules and regulations of the Association;

**WHEREAS**, the Declaration at Article 10, Section 10.20.4 prohibits any Owner from leasing less than the entire Lot and from leasing the Lot for a period of less than thirty (30) days;

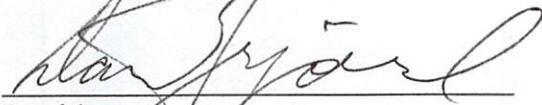
**WHEREAS**, the Declaration at Article 10, Section 10.20.4 requires an Owner to notify the Association of the lease details and tenant information prior to the start of the lease;

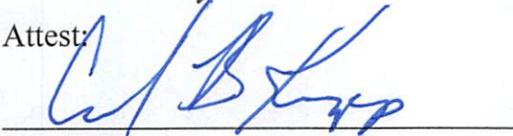
**WHEREAS**, A.R.S. § 33-1806.01(C) authorizes the Association to request certain information from the Owner of the Lot, including the name and contact information for any adult tenant(s) occupying the Lot, the time period of the lease (including beginning and ending dates of the tenancy), and a description and license plate numbers of the tenants' vehicles;

**WHEREAS**, the Board of Directors finds there is a need to establish a Rental Policy.

**BE IT THEREFORE RESOLVED**, that the Board hereby adopts the following policies governing rentals in the community, attached hereto.

**IN WITNESS WHEREOF**, the undersigned have executed this Resolution as of this 19 day of Nov, 2025.

  
\_\_\_\_\_  
President

Attest:   
\_\_\_\_\_  
Secretary

**IRONWOOD VILLAGE ASSOCIATION  
RENTAL POLICY**

*Effective* 2/1/2020

**Purpose**

The Association adopts this Rental Policy in order to uphold the community standards and ensure compliance with the governing documents of Ironwood Village.

**Rental Policies**

1. All Rentals must comply with the requirements and restrictions in the Declaration, including, but not limited to:
  - a. No Lot may be rented for a period of less than thirty (30) days;
  - b. Owners cannot lease less than their entire Lot;
  - c. All leases must be in writing;
  - d. All leases must stipulate that the lease terms are subject to the provisions of the Declaration, the Articles, the Bylaws, and the rules and regulations of the Association;
  - e. Owners are responsible for ensuring their tenants comply with the Association's governing documents and are liable for any violations or losses caused by their tenants;
  - f. Owners are responsible for maintaining their Lot; and
  - g. Owners must comply with all rental requirements of the City of Scottsdale.
  
2. Short-Term Rental Enforcement Procedure (Rentals Under 30 Days)  
*Per Ironwood Village Fine Policy dated August 1, 2019*
  - a. Upon notice of a potential short-term rental—whether reported by a homeowner, submitted via a complaint form, or identified by a Board member (including any supporting links to online advertisements)—management will take the following steps to enforce compliance:
  - b. Verify Listing: Management will confirm the existence of the short-term rental by reviewing the referenced online advertisement.
  - c. Issue Violation & Fine: A violation notice will be sent to the homeowner, and fines will be imposed in accordance with the Ironwood Village Fine Policy:
    - i. First Notice: \$500 fine
    - ii. Second Notice: \$1,000 fine (issued 21 days after the first notice if unresolved)

- iii. Third Notice: \$1,500 fine (issued 14 days after the second notice if still unresolved)
  - iv. Subsequent Notices: \$1,500 fine for each additional violation, issued every 14 days thereafter as long as the violation persists
  - d. Notify the City of Scottsdale: The advertisement and potential short-term rental activity will be reported to the city for further enforcement.
  - e. Notify the Maricopa County Assessor: The property will be reported to the Maricopa County Assessor's Office for further review and potential action.
3. Owners who wish to rent their Lot must also submit the required Tenant Registration Form prior to the rental of the Lot.
- a. The Tenant Registration Form must be completed for each new tenancy per Lot.
  - b. The Association reserves the right to charge a fee for the processing of the Tenant Registration Form in an amount not to exceed \$25.00. The fee shall be paid within 15 days from the date the fee is charged.
  - c. If the Owner fails to timely submit the Tenant Registration Form, the Association may charge a late fee not to exceed \$15.00.
  - d. If a background check has been conducted, a copy may be voluntarily submitted to the AZCMS office for inclusion in the lot file as part of the Association's records. Submission is optional and provided for informational purposes only.
4. The Association has the authority to take legal action against tenants or other occupants for violations, and the costs incurred, including attorney fees, can be charged to the Owner.

### **Rental Fine and Enforcement Policy**

**Use of, or advertisement of, a Lot in violation of the above provisions shall hereinafter be referred to as a "Rental Violation."**

### **FINE POLICY**

**FIRST NOTICE:** Upon the first occurrence of a Rental Violation, a First Notice of Violation may be sent to the Owner to demand immediate compliance and to notify the Owner that a fine in the amount of Five Hundred Dollars (\$500.00) will be imposed due to the Owner's Rental Violation. Pursuant to Arizona law, the imposition of the fine shall not

be deemed final until the Owner exercises his or her right to be heard through the Appeal Process or until the expiration of the Owner's deadline to appeal.

**SECOND NOTICE:** Upon the next occurrence of a Rental Violation, a Second Notice of Violation may be sent to the Owner demanding immediate compliance and imposing a fine in the amount of One Thousand Dollars (\$1,000.00). Any subsequent Rental Violation occurring on the Lot after issuance of the First Notice, without regard to the passage of time, shall be considered "the next occurrence" under this Policy, and a continuing violation, subject to escalated enforcement action by the Association.

**THIRD NOTICE:** Upon the next occurrence thereafter of a Rental Violation, a Third Notice may be sent to the Owner in violation, demanding immediate compliance and imposing a fine may in the amount of One Thousand Five Hundred Dollars (\$1,500.00).

**CONTINUING VIOLATIONS OF RENTAL RESTRICTION:** Upon the next occurrence thereafter of a Rental Violation, a Notice of Continuing Violation may be sent to the Owner, demanding immediate compliance with the CC&Rs. Further, the Notice may inform the Owner that daily fines may be levied in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day a Rental Violation occurs at the Lot. Transfer of ownership of a Lot to an individual or entity under common control shall be considered the same Owner for purposes of continuing violations.

### **SUSPENSION OF RIGHTS**

The Board reserves the right to suspend a tenant's or occupant's right to use recreational facilities for a Rental Violation, with suspensions not exceeding sixty (60) days, unless the violation continues.

### **APPEAL PROCESS**

Any Owner who receives a Notice of Violation has the right to request a hearing before the Board (or appropriate Association committee designated by the Board) regarding the matter. The request for the hearing must be in writing and submitted to the Association at the address specified in the Violation Notice and must be actually received by the Association by the deadline set forth in the Violation Notice.

- a. If the Owner does not contact the Association to request a hearing in the timeframe prescribed by the notice to the Owner, the Owner will have waived the right to be heard. If the Owner does not respond to the Association's reasonable attempts to schedule a hearing, the Owner will have waived the

right to be heard. If, after a hearing is scheduled and the Owner does not attend the hearing, the Owner will have waived the right to be heard.

- b. A hearing will be scheduled with the Board not to exceed thirty (30) days from the date of the Owner's written request for a hearing. The Association will take into consideration circumstances that may require a longer time period to accommodate schedules of both parties.
- c. After the hearing has been scheduled, the Association shall provide the Owner a written notice (via electronic or regular mail) of the hearing date, time, and place. The notice of the hearing shall also advise the Owner of the Owner's right to produce statements, evidence, and witnesses on the Owner's behalf and to be represented at the hearing by an attorney. If the Owner opts to be represented at the hearing by an attorney, the Owner must advise the Association that an attorney will be present not less than seventy-two hours (72) before the hearing is set to occur.
- d. The hearing shall be conducted in a closed/executive session unless the Owner specifically requests, in writing, for the hearing to occur in an open forum. Such a request must be included in the Owner's initial request for the hearing.
- e. The Owner who is appealing will be asked to state his or her case and present any applicable documentation and/or statements from persons who witnessed the alleged violation.

Upon completion of the hearing, the matter will be discussed by the Board. Written notice of the Association's decision will be delivered to the Owner via regular or electronic mail after the conclusion of the hearing, unless otherwise determined by the Association

**INJUNCTIVE RELIEF:** The Board of Directors may request that the Association's General Counsel file an action seeking Injunctive Relief against the Owner to cure the Rental Violation at any point in this process. This Policy shall not limit the Board of Directors' right to seek immediate Injunctive Relief at any time regardless of the presence or absence of notices or fines hereunder, at the discretion of the Board of Directors.

**BOARD DISCRETION:** Notwithstanding the above provisions of this Policy, the Board at its sole discretion may at any time assess a fine in an amount up to \$2,500.00 or more for any incident the Board deems to be egregious, dangerous, that may threaten the life, health, safety, or welfare of any person, resident or owner, or that causes detriment or damage to any Association or other Owner's property. The Board may levy this fine despite any past violation history or lack thereof.

***The Board of Directors shall consider the fines set forth in this Rental Fine Policy to constitute damages sustained by the Association, and the fines imposed under this Policy are intended to compensate the Association for the administrative burden of addressing the violation and the adverse impact of the violation on the community.***

***The Board of Directors reserves the right to deviate from the fine amounts set forth herein if, after a hearing on the matter, the Board finds good cause to modify the amount of the fine levied in a particular case. The Board also reserves the right to pursue any and all other remedies set forth in the Declaration or that are available under Arizona law at the same time or in lieu of levying the fines set forth in this Policy, including but not limited to turning a matter over to the Association's legal counsel for further action.***