

North Slopes Homeowners Association
Violation Fine Schedule
Revised 02.10.17

1. The first notice of violation will be a *COURTESY NOTICE* sent to the lot owner via regular mail. The *COURTESY NOTICE* shall include the description of the alleged violation, the action required to abate the violation and the process the owner must follow to contest the notice. If the violation is a continuing violation, the *COURTESY NOTICE* shall inform the lot owner that he or she has fourteen(14) days from the date of the *COURTESY NOTICE* to correct the violation or, in the case of a violation that is not a continuing one, the *COURTESY NOTICE* shall contain a statement that any further violation of the same rule will result in fines.
2. As to continuing violations, the notices shall be as follows:
 - A. The second notice shall be the *FIRST WARNING* sent via regular mail to the lot owner. The *FIRST WARNING* shall contain the same information as the prior notice except that the lot owner shall have ten (10) days from the date of the *FIRST WARNING* to correct the ongoing violation.
 - B. The third notice sent shall be the *SECOND WARNING* sent via certified mail and first class mail to the lot owner. The *SECOND WARNING* shall contain the same information as the prior notices except that the lot owner shall have an additional ten (10) days from the date of the *SECOND WARNING* to correct the violation. The *SECOND WARNING* will inform the lot owner that a \$25 per day fine will be assessed commencing the date of the expiration of the ten (10) day notice period in the event the violation is not cured within such period. It shall also notify the lot owner that each day a continuing violation continues after the date of the *SECOND WARNING* constitutes a separate violation and of the lot owner's right to a hearing pursuant to A.R.S. 33-1803.
3. As to violations that are not continuing violations, no additional warning notices shall be sent regarding the violations by the lot owner of the same rule within a calendar year. Upon the subsequent violation by the lot owner of the same rule within a calendar year, the Board shall send the lot owner a *FINE LETTER* which shall include the description of the alleged violation and notify the lot owner that a fine of \$25 has been assessed by the Board for such violation. In the event such lot owner subsequently violates the same rule during the same calendar year, additional notices shall be sent with successive fines for violation of the same rule increasing as follows: \$50 (second violation), \$100 (third violation), and any subsequent violations shall increase in increments of \$50. Each *FINE LETTER* shall notify the lot owner of his or her right to a hearing pursuant to A.R.S. 33-1803.
4. In the event that the violation is not corrected promptly or there is another violation of the same rule by the same lot owner, such violation may result in legal action being taken by the Association. All related attorneys' fees and other enforcement costs will be assessed to the lot owner.

5. Notwithstanding the above, the following fines will be levied for the violations detailed below:

A. Architectural Violations

1. The violation fine for commencing any new construction on a vacant lot without prior review and written authorization from either the Board of Directors or the Design Review Committee shall be \$1,000.00. (Article 3 of the HOA CC&Rs) This may include cutting down and/or removing trees on any lot.
2. The violation fine for exterior improvements to a house commenced and/or completed without the prior review and written authorization shall no greater than \$500.00. This includes fencing, landscaping, sheds, driveway extensions, and any other improvement deemed appropriate by the Design Review Committee.
3. The violation fine for new construction work not completed in a timely manner (one "1" year) shall be \$500.00 per month.

B. Unauthorized Leasing Violations

1. If a violation exists in the form of an unapproved or unauthorized lease (Section 4.17 of the HOA CC&Rs), following written notice and an opportunity to be heard, a \$2,500 fine will be levied by the Association. An additional \$1,000 fine will be levied by the Association for every violation thereafter, until the violation is resolved.

THE FACT THAT A FINE OR FINES HAVE BEEN ASSESSED (AND COLLECTED) DOES NOT RELIEVE THE LOT OWNER OF THE RESPONSIBILITY TO CEASE THE VIOLATION, CORRECT THE VIOLATION, IMPROVE THE VIOLATION AND/OR REMOVE THE VIOLATION AS THE BOARD OF DIRECTORS REQUIRES AND INSTRUCTS.

The Board of Directors reserves the right in its sole discretion to forgo any intermediate steps listed above and seek immediate legal action or adjudication as the Board deems necessary should the violation be repeated or the nature of the violation or emergency circumstances dictate so. The Board of Directors reserves the right to amend this Fine Schedule at any time and from time to time in its sole discretion. The Board may also at any time enforce any and all other remedies available to it under the governing documents of the Association and/or applicable law.

THANK YOU FOR YOUR COOPERATION!
North Slopes HOA Board of Directors