

# THE BROWNSTONES OF TEMPE HOMEOWNER'S ASSOCIATION

## **RULES AND REGULATIONS CC&R VIOLATION AND ENFORCEMENT POLICY Revised January 2015**

The Brownstones of Tempe Homeowner's Association has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary penalties for continuing violations. This Policy will be deemed part of the Association Rules and is subject to amendment or modification at any time by majority vote of the Board. This Enforcement Policy is adopted in accordance with Arizona Revised Statutes, Title 33 and the provisions of the CC&R's and Project Documents, as currently in force and effect.

### **First Notice:**

A first notice will be delivered to the Owner of the property outlining the violation. In the event that the Owner of the property can be identified as an absentee Owner, a copy of the violation letter will also be sent to the tenant at the property address. The Owner will be given fourteen (14) calendar days to bring the violation into compliance. The notice will inform the Owner that a monetary penalty of \$50.00 will be imposed for the violation if the violation has not been corrected after fourteen (14) calendar days.

### **Second Notice and Assessment of Initial Monetary Penalty:**

The Association will issue a second notice and initial monetary penalty of \$50.00 if, after not less than fourteen (14) calendar days from the issuance of the first notice, the Owner has not corrected or removed (or has chosen not to correct or remove) the violation, or the violation has repeated or returned. The notice will inform the Owner that a monetary penalty of \$100.00 will be imposed for the violation if the violation has not been corrected after fourteen (14) calendar days.

### **Third Notice and Assessment of Additional Monetary Penalty:**

The Association will assess an additional monetary penalty of \$100.00 if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation has repeated or returned as stated in the time frames in the first and second notice fourteen (14) calendar days. All penalty notices will be sent via regular US mail.

### **Additional Monetary Penalties:**

If the violation continues without resolution after the third notice, monetary penalties will continue to be imposed and doubled up to \$1,000.00.

**Should a period of time of 365 days lapse between violations letters of the same offense, the next letter will be a First Notice again.**

**Exception to Notice Procedure**

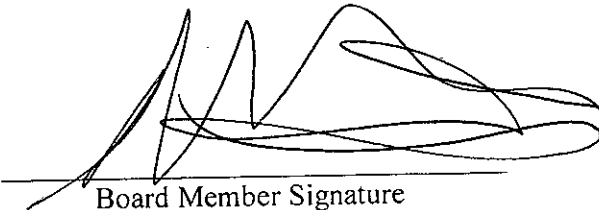
Violations posing a threat to the health, safety, and welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure or tree blocking the road or drivers' lines of vision.

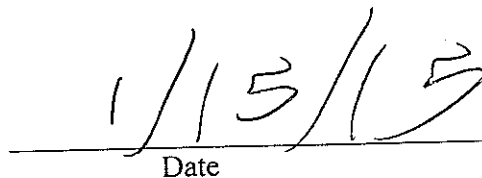
**Right of Self-Help**

In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Project which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates the CC&R's' or in the event any Owner of any Lot is failing to perform any of its obligations under the Association Documents, the Board may make a finding to such effect, specifying the particular condition which exists, give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the Board may cause such action to be taken at the Owner's cost. If at the expiration of said fourteen day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

**Opportunity to be Heard**

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R's or the other Project Documents, particularly if the violation results in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to request a hearing before the Board of Directors. The Owner must provide a written request for a hearing within ten (10) business days. If the hearing is scheduled, the Owner is bound by the decision of a majority of the Board.

  
Board Member Signature

  
Date