

WINDOW ROCK HOMEOWNERS ASSOCIATION
Policy of Corrective Actions and Schedule of Fines

No fines will be assessed without notice and an opportunity to be heard. *Article X, Section 10.1* of the Bylaws sets forth the notice and hearing procedures for fines. Any fine for which an Owner has waived the right to be heard, or any fine affirmed by the Management Company in conjunction with or on behalf of the Board hearing shall be paid in accordance with *Article VII* of the Declaration of Covenants, Conditions and Restrictions ("Declaration"). Pursuant to *Section 7* of the Declaration, the Association has a lien on each Lot for any amounts due the Association, including fines and the Association may use the same remedies to collect fines as it uses to collect assessments. In addition to levying fines as penalties for infractions, the Association also may exercise any other remedy available pursuant to *Section 7* of the Declaration or pursuant to Arizona Law.

Violations of Article IX, Architectural Control

The Board, or the Management Company on behalf of the Board, may levy a fine of one hundred dollars (\$100.00) against an Owner for the failure by such Owner, or by a Resident or Lessee of such Owner's Lot, to obtain written approval from the Architectural Committee (AC) **prior to constructing or installing any improvement which would be visible from neighboring property**, or for the failure to comply with any other provision of *Article IX* of the Declaration or the Design Guidelines. The fine may be waived if an Owner submits a request for approval to the AC within 15 days of the date of the fine notice, and if the improvement falls within the Architectural guidelines.

The failure by an Owner or Resident to remove or satisfactorily correct an improvement for which the AC has disapproved may result in the Association taking legal action to correct the violation. In any such legal action, the Association will seek to recover all attorney fees, costs and expenses resulting from the action pursuant to *Article VII, Section 7* of the Declaration and pursuant to Arizona Law. In addition, the Board, or the Management Company on behalf of the Board, may levy an additional fine of twenty dollars (\$20.00) per day for each day an owner fails to comply with instructions from the Board, or the Management Company on behalf of the Board, or the AC with respect to submittal, removal or correction of an improvement installed without written approval.

Violations of Article III, Section 14, Trash Containers and Collection

The Board, or the Management Company on behalf of the Board, may levy a fine against an Owner for the failure by such Owner, or by a Resident or Lessee of Such Owner's Lot, to comply with *Article III, Section 14* of the Declaration and the additional rules contained in this paragraph. Trash containers and recycling containers may be left at the curb for pickup no earlier than 6:00 p.m. on the day before the scheduled pickup is to occur, and may remain at the curb until no later than 6:00 a.m. on the day after the scheduled pickup is to occur. Failure to comply with *Section 14* and this paragraph will result in the Board, or the Management Company on behalf of the Board, levying against an Owner a fine equal to ten dollars (\$10.00)

multiplied by the number of days the violation exists. The Owner of each Lot shall be entitled to one (1) warning letter before a fine is levied. If the first violation is not corrected or upon the second violation notification letter, a fine will be levied.

Violations of Article III, Section 3, Animals

The Board and the Management Company have determined that violations of Article III, Section 3, of the Declaration should be handled between neighbors with the use of the Pima County Animal Control. Pima County Animal Control has been very responsive in reacting to calls for:

- (1) Loose or stray animals
- (2) Annoying or obnoxious animals
- (3) Yards containing excessive pet droppings

Violation of Article III, Sections 8 & 9, Vehicles and Parking (Recreational Vehicles)

The Owner of a Lot shall be entitled to one (1) warning letter (**for any vehicle[s] or recreation vehicle[s]**) prior to the Board, or the Management Company on behalf of the Board, taking any action. The failure to comply with the warning letter in the time provided therein or upon the second violation, will result in the Board, or the Management Company on behalf of the Board, levying a fine for each day an Owner fails to comply with directions from the Board, or the Management Company on behalf of the Board, to correct the violation. No warning letter will be issued on second or subsequent violations.

For motor homes, mobile home, travel trailers and tent trailers, or any other recreational vehicle the fine will be seventy-five (\$75.00) per day and for any other vehicle or similar equipment the fine will be thirty-five (\$35.00) per day. In addition the Board, or the Management Company on behalf of the Board, may exercise the right to tow the vehicle. The costs and expenses of towing the vehicle shall be charged to the Owner.

Violation of Article VIII, Section 1, Lots (Maintenance of Lots)

The Board, or the Management Company on behalf of the Board, may levy a fine against an Owner for the failure by such Owner, or by a Resident or Lessee of Such Owner's Lot, to comply with *Article VIII, Section 1*, of the Declaration. The Owner of a Lot shall be entitled to one (1) warning letter prior to the Board, or the Management Company on behalf of the Board, taking any action. The failure to comply with the warning letter in the time provided therein (30 days per Declaration), or a second or subsequent violation will result in the Board, or the Management Company on behalf of the Board, levying a fine of five dollars (\$5.00) per day for each day an Owner fails to comply with directions from the Board, or the Management Company on behalf of the Board, to correct the violations. No warning letters will be issued on second or subsequent violations.

**Window Rock East Homeowners Association
Collection Policy
(INCLUDES ANY AMOUNTS DUE TO HOMEOWNERS ASSOCIATION)**

15 Days Past Due

- 1st Notification Letter ⁽¹⁾
- Any request for special consideration must be submitted to the Management Agency for consideration by the Board prior to the assessment becoming more than 45 days past due.

30 Days Past Due

- 2nd Notification Letter ⁽²⁾
- \$5.00 Monthly Late Charge (continues for each month until paid)
- Interest charges start @ 12% per annum

90 Days Past Due

- "Intent to Lien" letter is sent by Certified Mail.

120 Days Past Due

- \$75 Lien Fee Assessed
- Lien will be recorded on property
- Either of the following will occur:
 - (A) \$150 Justice Court Fee Assessed, Complaint will be filed for delinquent assessments, all costs associated with the lien filing and Justice Court Fees, including attorney fees, late fees and interest at 12% per annum.
 - (B) Account sent to Collection Agency (Collection Cost assessed at 30-35% of total amount due)

When a Judgement is received through the Justice Court, the matter will be turned over to a collection agency and/or an attorney for collection, with Justice Court Fee, Attorney Fees and all additional costs to be paid by the delinquent Member.

There will be a \$25 charge for returned checks.

- (1) Notification will include information reminding that:
 - (a) Request for special consideration must be submitted to the Management Agency for consideration of the Board prior to assessment becoming more than 45 days past due.
 - (b) If full payment is not received prior to being 120 days past due, a lien will be filed and Justice Court Proceedings will begin or the account will be turned over to a Collection Agency.

- (2) Notification will include information reminding that:
 - (a) If full payment is not received prior to being 120 days past due, a lien will be filed and Justice Court Proceedings will begin or the account will be turned over to a Collection Agency.