

# Association Enforcement Policy



**Estrella Vista Homeowners Association  
Goodyear, Arizona**

**Adopted 11/01/2024**

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# ESTRELLA VISTA HOMEOWNERS ASSOCIATION ENFORCEMENT POLICY

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## PURPOSE

This purpose of this document is to establish the Association's Enforcement Policy regarding any violation to the Declaration or other Project documents according to the Declaration's Section 6.1 (g) and Section 10.1 and the By-Laws Section 3.11 requirements.

## GENERAL

The Estrella Vista Homeowner's Association has established the following Enforcement Policy for the Declaration or other Project documents violation enforcement, to include any applicable monetary penalties for continuing violations. This Policy will not be interpreted in a manner inconsistent with the Declaration, the Articles of Incorporation, or the Bylaws, and will have the same force and effect as if it were set forth in full and were a part of the Declaration.

## ADMINISTRATIVE

The Board, by majority vote, may adopt, amend, and repeal this Enforcement Policy for the Association at any time. This Policy will be available to all members of the Association for review.

## SPECIFIC ITEMS

### **First Notice**

A first notice will be sent to the owner of the property outlining the violation. In the event that the owner of the property is identified as an absentee owner, a copy of the notice may 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 first notice shall include a warning that if the violation is not cured within fourteen (14) calendar days, a fee of twenty-five (25) dollars shall be assessed. This letter may include a 30-day notice for the Association to enact the Right of Self-Help for those items stated in Article V of the Declaration. This letter shall also state that the owner may petition the Department of Real Estate pursuant to A.R.S. §32-2199.01

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

A second notice will be sent if the owner has not complied with the first notice, or if the violation has returned or has been repeated. The second notice will inform the owner that a fee has been assessed in the amount of twenty-five (25) dollars. The second notice shall also include a warning that if the violation is not cured within fourteen (14) calendar days, a fee of fifty (50) dollars shall be assessed.

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

A third notice will be sent if the owner has not complied with the first and second notices, or if the violation has returned or has been repeated. The third notice will inform the owner that a fee has been assessed in the amount of fifty (50) dollars. The third notice shall also include a warning that if the violation

is not cured within fourteen (14) calendar days, upon each subsequent inspection where it is found that the violation is still not cured, a fee of one hundred (100) dollars shall be assessed.

**Additional Monetary Penalty**

After the imposition of the initial monetary penalty and the additional monetary penalty, another monetary penalty, in the amount of one hundred (100) dollars, may be assessed upon subsequent inspections if the owner has not corrected or removed the violation, or if the violation is repeated or has returned. Inspections will be conducted to coincide with the terms of the notices.

**Renewal Period**

Should a period of time of at least one hundred and eighty (180) calendar days lapse between violation letters of the same offense, the next letter will be a first notice again.

**Special Schedule of Monetary Penalties**

<b>Violation</b>	<b>Initial Monetary Penalty</b>	<b>Second Monetary Penalty</b>	<b>Additional Monetary Penalty</b>
Failure to Report Design Construction	\$100.00	\$200.00	\$300.00
Failure to Report Rental Properties	\$100.00	\$200.00	\$300.00
Incomplete Landscaping	\$50.00	\$75.00	\$100.00

**Exception to Notice Procedures**

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**

The Association has the right (but not the obligation) to enter the owner's property and to provide all maintenance, repairs, or removal actions that are necessary to correct the violation. The Declaration's Section 5.6 requires each homeowner to receive a 30-day notice before the Association can perform self-help. With the approval of the Board of Directors, this 30-day notice will be sent with the first notice for violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the owner for the cost of all maintenance, repairs, or removal actions performed by the Association pursuant to Section 5.6 of the Declaration.

**Request for Hearing**

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 monetary penalty is assessed, an owner has the opportunity to request a hearing before the Board of Directors. The owner must provide timely written request for a hearing. If the hearing is scheduled, and attended, the owner is bound by the decision of a majority of the Board.

*Victor L. Pattarozzi*  
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Estrella Vista HOA President

November 1, 2024  
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Date