

CRYSTAL GARDENS
Homeowner's Association, Inc.
CC&R VIOLATION AND ENFORCEMENT POLICY
(October 2005)

Crystal Gardens Homeowners' Association, Inc. has established the following Enforcement Policy for Covenants, Conditions and Restrictions (CC&R's) violations enforcement, and any applicable monetary fines 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 for non-monetary violations is adopted in accordance with Arizona's Planned communities Act, Arizona Revised Statutes 33-1801 through 33-1807 (Supp. 1997) and the provisions of the CC&R's and Project Document, as currently in force and effect.

***The Board of Directors reserves the right to establish monetary fines equal to the violation offense.**

First Letter:

A notice will be sent to the Owner of the property stating the violation. The Owner will be given a fourteen (14)-calendar day grace period to bring the violation into compliance. 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. **

Second Letter and Assessment of Initial Fine:

If the same violation exists after a seven (7) day grace period, a second notice will be sent to the Owner of the property restating the violation and notifying him that a fine not exceeding the Maximum Initial Fine (as established on the Schedule of Fines and Penalties) has been assessed to their account for the violation.

Third Letter and Additional Fine:

A Third notice will be sent stating that the Association has assessed an Additional Fine 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 for the first and second letters. If the violation continues for an additional fourteen (14)-calendar days, additional fines will be assessed to Owner's account for each and every fourteen (14) day period thereafter. Any cost incurred by the Association, including attorney fees, will be assessed against the Owner.