

THE WILD HORSE HOMEOWNERS' SUBASSOCIATION
RULES AND REGULATIONS

Revised January 2015

Table of Contents

INTRODUCTION..... 1

PART I - RULES AND REGULATIONS 2

 A. CATEGORY A RULES..... 2

 1 - Holiday and Seasonal Decorations 2

 2 - Lot Maintenance and Diseases and Insects..... 2

 3 – Lawn and Roof Ornaments 3

 B. CATEGORY B RULES 3

 1 - Glass & Glass Treatments 3

 2 - Exterior Lights 3

 3 – Signs 3

 4 - Outside Storage 4

 5 – Obtrusive Materials 5

 6 – Pets 5

 7 - Rental of Home 5

 C. CATEGORY C RULES 6

 1 – Repair of Building and Painting 6

 2 - Machinery & Equipment 6

 3 - Auto Maintenance 6

 4 – Alteration of Drainages..... 6

 5 - Garage Sales 6

 6 - Single Family Residential Use 7

 7 - Alteration of Lot or Residence..... 7

 8 - Alteration and Maintenance of Landscaping 7

D. CATEGORY D RULES	7
1 – Speed Limit	7
2 - Horses	7
3 - Garbage Pick-up.....	7
4 – Nuisances	8
5 – Fires.....	8
6 – Parking	8
PART II – MONETARY PENALTY POLICIES AND MONETARY PENALTIES	9
PART III – SANCTIONS AND REMEDIES	10
A. ENTITLEMENT TO RELIEF.....	10
B. SANCTIONS AND REMEDIES	11
D. MONETARY PENALTIES	11
E. COSTS OF PROCEEDINGS AND ATTORNEYS’ FEES.....	12
F. ENFORCEMENT	12
PART IV – COMPLAINT AND VIOLATION NOTIFICATION PROCESS.....	12
A. COMPLAINTS.....	12
B. INVESTIGATION AND LETTERS	13
C. HOMEOWNER VIOLATION NOTIFICATION PROCEDURE.....	14
D. RULES FOR THE CONDUCT OF AN ENFORCEMENT HEARING.....	14

INTRODUCTION

The Bylaws, which are applicable to all of the property administered by the Wild Horse Homeowners' Sub-Association (the "Association"), empower the Board of Directors (the "Board") to adopt reasonable rules and regulations aimed at restricting and governing activities in Wild Horse (the "Development") and to enforce those rules and regulations.

The Board of Directors may retain a management company to assist in operating the Association. This company will be an agent of the Association and will be referred to herein as the "Wild Horse Agent."

These Rules and Regulations ("Rules") are not intended to control the lives of the Association members in an unreasonable manner. Rather, they were adopted to prevent any individual homeowner from creating conditions on his/her lot which could adversely affect the value of other lots or could negatively impact the safety of residents in the Development. In fact, many of the rules set forth herein are merely restatements of restrictions contained in the Declaration of Covenants, Conditions and Restrictions (CC&Rs; *aka* the "Declaration"). These restrictions are included here to make it easier for the homeowners to determine what activities, other than during the formal building process, are restricted by enabling them to look primarily to a single document. The other restrictions and monetary penalty structures applicable during the home building process are covered in the Association's Architectural Rules/Guidelines.

Part I of this document sets forth specific restrictions that are applicable to the use of all properties in the Development. These restrictions either arise directly from the Declaration, from applicable Arizona State law or constitute rules and regulations that the Board of Directors has adopted.

Part II of this document sets forth the Association's monetary penalty categories and the monetary penalties applicable to the violation of the Association's Rules and Regulations.

Part III of this document summarizes the sanctions and remedies which the Association may impose against homeowners in the event they violate any of the rules set forth in the Rules or any of the Association's other governing documents. It also sets forth a process to ensure that homeowners are given an opportunity to be heard prior to the imposition of certain sanctions.

Part IV of this document summarizes the complaint and violation notification processes followed by the Association.

All lot owners should carefully read this entire document and be aware of their rights and obligations as a member of the Association. It is the responsibility of each lot owner to obtain and adhere to the most recent copy of the Rules, and to assure that their tenants are given a copy.

In the event of a conflict between a provision hereof and a provision of the Declaration, the provision of the Declaration shall prevail. Nothing contained herein shall be deemed to limit the applicability of the provisions of the Declaration.

The Board, during its normal meeting process may amend, repeal, or augment these Rules, subject to the terms of the governing documents of the Association.

It is important to note that the Board cannot grant any variances to the CC&Rs unless required by Federal or Arizona State law, by a directive of a judge or if specifically authorized in the Declaration. According to Arizona law, the Declaration is a legal contract between the Association and the members of the Wild Horse Homeowners' Sub-Association.

PART I - RULES AND REGULATIONS

Preface: The following Category Rules fall under the purview and authority of the Board of Directors.

Architectural and landscaping Ruler and Guidelines are delegated by the HOA Board of Directors to the Architectural Committee. Accordingly, a lot owner should refer to, and follow, the Architectural Committee Rules and Guidelines either when building a new home and installing associated landscaping, or when making improvements, changes or additions to an existing home or landscaping.

Pertaining to all HOA Rules, Regulations, and Architectural Rules and Guidelines, the HOA Board has final review and authority.

A. CATEGORY A RULES

1 - Holiday and Seasonal Decorations

Holiday and seasonal decorations are permitted to be installed without approval of the Architectural Committee. However, holiday decorations may be installed on a lot no earlier than thirty (30) days prior to the subject holiday and shall be removed no later than twenty (20) days after such holiday. Seasonal decorations shall be installed during the season and removed not later than immediately after the season. All lighting associated with these decorations shall be turned off by 11:00 p.m. each evening.

2 - Lot Maintenance and Diseases and Insects

Each lot owner shall at all times maintain all portions of his/her lot, including landscaped areas and the exterior of the structures thereon in a neat and clean condition and repair. Any damage or destruction to the lot or structures thereon, such that the damage or destruction is visible from any neighboring property or street shall be promptly repaired. Driveways shall be maintained in suitable condition for passenger car travel. The Board of Directors may, at the lot owner's expense:

- i) require replacement or substitute landscaping for trees or shrubs cut or removed without prior approval, and
- ii) enter upon any lot and remove any dead or diseased tree or shrubs and/or other destructive insects or dead or diseased plants within ten (10) days after receiving notification from the Board or Wild Horse agent, when such removal is not accomplished by the owner. In the event of a threat to the safety of surrounding residents, the time period for notice may be shortened.

3 – Lawn and Roof Ornaments

No lawn or roof ornaments visible from neighboring properties or the street are permitted without the prior written approval of the Board. Lawn or roof ornaments include, but are not restricted to, free-standing sculptures, statues or other decorative or artistic items not normally considered being part of the house, other associated structures or the architectural design. Criteria for approval or rejection of a request will include but not be restricted to size, scope, color, theme, materials used, integration into the landscaping plan, placement and other such aesthetic considerations and will be at the discretion of the Board.

B. CATEGORY B RULES

1 - Glass & Glass Treatments

The installation of reflective metallic film (designed to reduce sun and heat) on the inside of windows shall be subject to the approval in writing of the Architectural Committee and shall not have an obtrusive appearance or reflective glare visible on any neighboring lot or the street. Reflective glass, reflective foil or aluminum foil is not allowed on windows. Only drapes, blinds, shutters or other appropriate window coverings will be allowed.

2 - Exterior Lights

All exterior light fixtures shall be subject to the approval of the Architectural Committee, which shall not approve any lighting that has an obtrusive appearance or casts a glare visible from any other property or the street. All exterior lights must be located and maintained in a manner which, in the opinion of the Board of Directors or the Architectural Committee does not present glare or unreasonable interference with surrounding dwelling units or the street. All lights must be attached to the residence or other permitted structures. No free standing lighting is allowed except or low voltage lighting. Owners should also be aware that other exterior lighting restrictions are presented in the ordinances of Cochise County commonly known as the Cochise County Light Pollution Code.

3 – Signs

No signs, including, but not limited to, For Sale, For Rent, commercial and other similar signs which are visible from neighboring property shall be erected or maintained on any parcel of property within the Development unless approved in advance by the Board of Directors or the Architectural Committee, except:

- A) No more than one Real Estate sign (“For Sale” or “For Rent” sign) which shall be in conformance with the industry standard size sign, which shall not exceed 8 x 24 inches, and an industry standard size sign rider, which shall not exceed 6 x 4 inches.
- B) During construction, a general contractor is the only business permitted to have a sign on a lot, and then only one sign. The contractor’s sign shall be no larger than 36 x 36 inches with a dark colored frame and mounted no higher than 36 inches from the ground. No financial institutions or sub-contractors are allowed to display signs. Any sign must be removed at the time of occupancy or close of escrow.
- C) On the days that an estate sale, garage sale or open house is held within the Development, only such signs as are reasonably necessary to direct purchasers to the location of such sale shall be permitted; with the size of signs not to exceed the limitations set forth in subpart (A) of this rule and provided that they do not block roadways. All of these signs shall be removed by the end of the day after such sale or open house.
- D) Political signs may be displayed only on the homeowner’s property subject to the following:
 - i) Political signs shall be displayed not more than forty five (45) days prior to any primary, special or general election and must be removed within seven (7) days after the relevant election-day.
 - ii) The total political sign area cannot exceed the maximum size limit established by applicable Cochise County ordinances.
- E) Additional signs of a reasonable and customary size shall be permitted for home address and protective services. If a homeowner is unsure of the acceptability of such signs, prior approval should be sought from the Architectural Committee/
- F) All signs that are required to be posted in connection with legal proceedings or directly related to legal liability issues are permitted.

4 - Outside Storage

Personal property other than barbeques, lawn and/or deck furniture may not be stored outside of a residence or garage unless reasonably screened from view from

neighboring properties and the street. The Architectural Committee must approve such screened enclosures.

5 – Obtrusive Materials

Firewood, repair materials, tools, lawn equipment, and other temporary or permanent equipment must be screened or stored completely so as not to be visible from any street or any other lot. Subject to the requirements of Arizona State or federal law, no antenna or other device for the transmission or reception of television or radio signals or any other electromagnetic radiation will be erected, used or maintained outdoors on any lot, whether attached to a building or structure or otherwise, unless approved by the Board of Directors or the Architectural Committee. Ham radio towers must be of the electrically or automatically raised type when in use and lowered from view when not in use.

6 – Pets

No animals, including livestock, or poultry of any kind, shall be raised, bred or kept on any lot except a reasonable number of dogs, cats, or other generally-recognized household pets, provided that they are not kept, bred or maintained for any commercial purposes. Dogs shall be kept within structures or fences, and on secured leashes when not on the owner's lot. No animal shall be allowed to make an unreasonable amount of noise or be a nuisance. All pets must be in compliance with local ordinances regarding leashing. The owner of the pet is required to clean up after the pet. This includes both soiling in the pet owner's yard and in any other yards or the street. Upon the written request of any member, the Board shall determine whether a particular animal is a nuisance or the number of animals on any such property is unreasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. In addition to the limitations above, no horses, ponies or mules are permitted in the Development.

7 - Rental of Home

When an owner decides to rent or lease his/her home, it is suggested that the owner inform the proposed lessee, tenant or occupant that the use of the lot is subject to these rules and regulations and to the provisions of the Declaration. It is also suggested that an owner includes a provision in his/her lease that the tenant shall abide by all of the covenants and restrictions contained in the Declaration and these rules and regulations. If a tenant or a tenant's guest fails to abide by the Declaration or these Rules, the Association shall initiate appropriate enforcement action against the property owner.

C. CATEGORY C RULES

1 – Repair of Building and Painting

Buildings and structures on any lot shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Homes and other structures, including fences, walls, driveways and roofs shall not be painted or repaired using other than the original materials or paint color without the prior approval in writing by the Architectural Committee.

The Board encourages members who intend to repaint or re-stain their homes to consult the palette of approved colors that is available from the Architectural Committee

2 - Machinery & Equipment

No machinery or equipment of any kind shall be placed or operated or maintained upon any lot in the Development except such machinery or equipment used in the maintenance of a residence, appurtenant structures or other. Any such machinery or equipment shall not create an unreasonable or unnecessary noise or vibration audible to neighboring properties and shall be properly enclosed or screened in a manner approved by the Architectural Committee so as not to be visible from the street or neighboring properties.

3 - Auto Maintenance

No repair or maintenance work shall be performed on any Motor Vehicle or other equipment except wholly within an enclosed garage. Motor Vehicles shall not be left standing anywhere on the property in an inoperative condition.

4 – Alteration of Drainages

No lot owner shall alter in any way the drainage areas along the Association roadway, the drainage easements located on the owner's property or the natural drainage to adjacent properties without the prior consent of the Architectural Committee.

5 - Garage Sales

Each homeowner may have a maximum of two garage sales each calendar year at their home. Any garage sale permitted by this rule shall be held between the hours of 8:00 a.m. and 4:00 p.m. and shall not be held for more than two consecutive days. Individuals holding any such permitted sale must insure that all sign and parking regulations of the Association are followed.

6 - Single Family Residential Use

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwelling which may include patio walls, swimming pool, garages, servants' quarters, guest houses, ramadas, or other similar residential structures. Home office use is allowed provided no retail or manufacturing use is involved and providing that there is no excessive traffic caused thereby and no zoning ordinance is violated.

7 - Alteration of Lot or Residence

No building, structure, fence, wall or landscaping ("structure") shall be erected, placed or altered on any lot within the Development until the plans and specifications showing the location of the structure upon the site have been approved by the Architectural Committee. A member shall not alter the topographic conditions of his lot or create visible scarring of the property without the prior consent of the Architectural Committee. (Also, refer to Architectural guidelines for additional guidance).

8 - Alteration and Maintenance of Landscaping

Maintenance of existing landscaping including the replacement or placement of trees, plants or groundcovers that have been damaged or died from disease does not require AC approval. However, replacement or addition of materials, groundcover, plants and trees must be the same as the original, or comply with those listed in the Transitional Landscaping and Desert Restoration Plant Materials.

D. CATEGORY D RULES

1 – Speed Limit

The speed limit on all roads in the Development is 25 miles per hour.

2 - Horses

No horses, ponies or mules are permitted in the Development.

3 - Garbage Pick-up

All garbage and trash must be stored in covered containers in a location not visible from neighboring properties or the street except when placed at the roadside for collection. Garbage containers shall not be placed outside more than one day prior to the day of pick-up, and containers shall be removed by the end of the day after the day of pick-up. All garbage must be contained, so it cannot blow about or be scattered by birds or animals.

4 – Nuisances

No obnoxious or offensive activity shall be carried out upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any lot so as to render any such property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No motor vehicles shall be operated on the property so as to create a loud or annoying noise, which is hereby, deemed a nuisance. No off-road recreational vehicles (motorcycles, ATV's, quads, etc.) shall be operated in the Development except for egress and ingress to a lot. Without limiting the generality of the foregoing provisions, no exterior horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property within the Development. The Board shall have the right to determine the existence of any such nuisance.

5 – Fires

Other than barbecues and properly constructed barbecue pits, grills or fire pits constructed upon approval of the Board of Directors or the Architectural Committee, no open fires shall be permitted on the lots nor shall any similar activity or condition be permitted.

6 – Parking

The term "Motor Vehicle" as used in these rules and regulations shall include without limitation; automobiles, sport utility vehicles ("SUVs"), pick-up trucks, vans, trucks, tractors, recreational vehicles, buses and motor homes. Except as specifically allowed in writing by the Board or the Architectural Committee, all motor vehicles shall be parked within the homeowner's enclosed garage or within an area properly screened in a manner approved by the Architectural Committee so that it is not visible from the street or neighboring properties. The Board, at its discretion, may allow the temporary parking of one automobile, SUV or noncommercial pickup on the surfaced areas outside of the garage under the following conditions:

- A. The enclosed structure (*i.e.* the garage) is fully utilized for parking the number of Motor Vehicles for which it was designed;
- B. A written request is made to the Board which must include:
 - i) a description of the Motor Vehicles owned by the applicant,
 - ii) the number of enclosed parking spaces available,
 - iii) a general description of where the unenclosed parking will occur, and
 - iv) the reason for the request and anticipated timeframe for the additional vehicle parking.

Recreational apparatus such as boats, trailers, motorcycles, off-road vehicles and non-motorized vehicles and equipment and similar apparatus ("Recreational Apparatus")

must be parked in the homeowner's garage or within an area properly screened in a manner approved by the Architectural Committee so that it is not visible from the street or neighboring properties. The parking of recreational apparatus in any enclosed garage or other approved screened areas shall not prevent the homeowner from parking all of his or her Motor Vehicles in the garage, nor be used as a reason in Section 6, Part B. iv) above.

No regular or permanent parking shall be permitted on the unpaved portions of any lot or street right-of-way.

Guests of a homeowner shall be permitted to park outside the homeowner's garage for a period of seven (7) days without notification to the Board of Directors. In the event a homeowner has a guest or guests that will be parking outside the owner's garage or on the shoulder of an Association street for more than seven (7) days, the homeowner should notify the Board or Wild Horse Agent. Such notice should include a description of the guest's vehicle, where the vehicle will be parked and the time period for which the parking will occur.

Notwithstanding the foregoing, the Board will allow the following exceptions:

- A) utility trailers temporarily parked during daylight hours while actively being used in work projects provided that such parking does not create a hazard,
- B) trucks, such as delivery trucks and moving vans, temporarily parked during daylight hours while actively being used for their intended purposes, (C) recreational vehicles temporarily parked in the owner's driveway during daylight hours when preparing for or returning from a trip,
- C) recreational vehicles parked in an owner's driveway for not more than a total of two consecutive nights per week nor more than four nights in any calendar month solely for the purpose of loading, unloading or cleaning the vehicle, or
- D) recreational vehicles of guests of owners parked in an owner's driveway for not more than seven consecutive nights while visiting the owner.

PART II – MONETARY PENALTY POLICIES AND MONETARY PENALTIES

Pursuant to the Association's Declaration and Bylaws, the Board is given the power to impose reasonable monetary penalties against a member for a violation of any provision of the Association's governing documents, including without limitation, the Declaration and these Rules. In adopting the above stated Rules, the Board has determined that certain of the rules and regulations are similar in nature and has categorized them as set forth above. At the same time, the Board has adopted penalties applicable to the violation of rules and regulations in each of those categories. The Board has concluded that the monetary penalties indicated as to each category are reasonable and are

reasonably related to the specific violations of the rules and regulations in each category.

CATEGORY A RULES. The monetary penalty for violations of Category A rules and regulations is \$10.00 per day.

CATEGORY B RULES. The monetary penalty for violations of Category B rules and regulations is \$25.00 per day.

CATEGORY C RULES. The monetary penalty for violations of Category C rules and regulations is \$50.00 per day.

CATEGORY D RULES. The monetary penalty for violations of Category D rules and regulations is \$25 for the first incident, \$50 for the second and \$100 for additional incidences, following normal warning and notifications procedures as outlined below.

For Categories A, B and C, in the event a homeowner violates the same rule within 365 days of a prior violation of the same rule, the monetary penalty for the violation of such rule may be double the monetary penalty as set forth above as to each day the second violation continues. For Category D, if 365 days or more have elapsed between the first violation and a second observance of the same violation, for the purpose of fines, the second observance will be treated like a first violation. If an owner has a violation that is not addressed in these Rules but is in the Declaration, the Board may impose a reasonable monetary penalty in accordance with the procedures set forth below.

PART III – SANCTIONS AND REMEDIES

Each owner and occupant of a home is governed by and must comply with the provisions of these Rules, the By-Laws, the Declaration and the Articles of Incorporation of the Association (collectively the "Governing Documents") and such amendments thereto as may be made from time to time. Upon failure by a member to comply with the Governing Documents, the Association's remedies are not limited to the imposition of monetary penalties. In addition, the Association may be entitled to avail itself of all the remedies available to it by law, including without limitation, the following:

A. ENTITLEMENT TO RELIEF

The Association may commence legal action for injunctive relief or any other relief authorized by the Governing Documents or available at law or in equity. In no case may any owner withhold any assessment due and payable to the Association, or take (or omit) other action in violation of the Governing Documents, as a measure to enforce such owner's position, or for any other reason. These rights and remedies do not limit in any way any other rights or remedies granted to the Association in the Governing Documents or by law.

B. SANCTIONS AND REMEDIES

In addition to any other remedies or sanctions, express or implied, administrative or legal, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against owners who violate (or whose families, guests or tenants violate) the provisions of the Governing Documents:

1. Impose a reasonable monetary penalty for each day or incident a violation of the Governing Documents continues or occurs, after notice and an opportunity to be heard.
2. Impose late charges for delinquent monetary penalty payments of Fifteen Dollars (\$15.00) or 10% of the unpaid amount, whichever is higher.
3. Enter any lot, upon 72 hours' notice, and between the hours of 8:00 a.m. and 5:00 p.m., to remedy any condition which the owner or occupant has caused or allowed to exist in violation of the Governing Documents, and assess the cost hereof against the owner and the lot. Such right of entry shall be limited to any exterior area of a lot and is subject to the applicable provisions of the Declaration. Any such entry upon a lot pursuant to this section shall not be deemed a trespass.

C. RIGHT TO HEARING

Before the imposition of any monetary penalty, the Board must cause to be mailed or delivered to the owner against whom the monetary penalty is sought to be imposed, a written notice specifying the general nature of the violation, the monetary penalty to be imposed and the effective date of such imposition. This notice must be delivered at least fourteen (14) days prior to such effective date. The owner then has the right, upon written request delivered to the Board within the foregoing fourteen (14) day period, to request a hearing arranged by the Board. The Board will set the hearing at a reasonable time and place, with reasonable notice to the parties involved, but in no case later than thirty (30) days after its receipt of a request for a hearing. The Board has established uniform and fair rules for the conduct of such hearing (Part IV-4), including, without limitation, the right of interested parties to appear and be heard. If a hearing is requested, the monetary penalty imposed will not take effect until the hearing is completed and the Board has decided or the matter is otherwise resolved by mutual agreement of the Board and the persons against whom the monetary penalty is sought, whichever event occurs first. If the person or persons against whom the monetary penalty is sought do not appear at their duly notified hearing, the monetary penalty imposed may be levied as of the date of the hearing.

D. MONETARY PENALTIES

In the event the Board imposes a monetary penalty on the member with respect to the violation and by its terms such monetary penalty will continue to accrue on a daily or

other periodic basis, that accrual shall continue to accrue until either the date the member notifies the Board that the violation has ceased or been remedied or the date the violation is actually ceased or remedied, whichever is later. Upon its receipt of notice from the member that the violation has ceased or been remedied, the Board or the Wild Horse Agent shall conduct a timely follow-up inspection to confirm that the violation has ceased or been remedied. If that inspection discloses that the violation has ceased or been remedied, the Board shall:

1. stop accrual of the monetary penalty as of the date it received the notice,
2. send the member and the complainant a letter confirming such satisfactory resolution of the complaint, and
3. document in writing for the related lot file how the violation was resolved. If that inspection discloses that the violation has not ceased or been remedied, the Board shall send the member a letter notifying the member of the continuing violation and that the monetary penalty will continue to accrue.

E. COSTS OF PROCEEDINGS AND ATTORNEYS' FEES

The Association is entitled to recover all of its costs, expenses, and reasonable attorneys' fees, if any, in the collection of any and all monetary penalties.

F. ENFORCEMENT

Any monetary penalties imposed by the Board upon a member hereunder shall be payable by the member and shall be enforceable by the Association in accordance with the Association Governing Documents and applicable Arizona State law. This Complaint Process and the actions of the officers, directors and agents of the Association in compliance herewith are governed by, and subject to, the terms of the Governing Documents of the Association. In the event of any conflict between the terms hereof and the terms of the Governing Documents of the Association, the terms of the Governing Documents of the Association shall govern. The Board retains the right to amend this policy subject, to the terms of the Governing Documents of the Association and applicable law.

PART IV – COMPLAINT AND VIOLATION NOTIFICATION PROCESS

The formal procedure for addressing violations of the Association's Governing Documents are as follows:

A. COMPLAINTS

Any member, Board member or agent of the Association may file a complaint against another member for violation of any provision of the Association's Governing Documents by the member, his family, tenants or guests. A complaint must be in writing, must be signed, dated and must include a description of the alleged violation and the identity of the alleged violator, if known. The Report Form is available on the

Wild Horse Website www.wildhorsehoa.org. A complaint from a member is considered filed when a Board member or the Wild Horse Agent receives the written complaint. A copy or record of all complaints shall be provided to the Board and the Wild Horse Agent.

B. INVESTIGATION AND LETTERS

Upon receipt of a complaint, the Board or the Wild Horse Agent shall take the following action:

1. Conduct an investigation of the complaint to confirm that there is reason to believe that the conditions complained about actually exist.
2. If the basis for the complaint is confirmed, the Board or Wild Horse Agent shall cause a letter to be sent to the member, formally notifying the member of the violation. The letter shall request that the violation be ceased or remedied within such period of time as determined appropriate by the Board. The Board or Wild Horse Agent shall conduct a follow-up inspection. If that inspection discloses that the violation has ceased or has been remedied, the Board or Wild Horse Agent shall send the member and the complainant a letter confirming such satisfactory resolution of the Complaint and shall document in writing for the related lot file what the alleged violation was and how the issue was resolved.
3. If the violation specified in the letter sent pursuant to Section 2(B) above is not timely rectified, then the Wild Horse Agent will send a written Notice of Violation (NOV) to the offending member. The NOV will notify the member that the monetary penalty will be levied and request the member to show evidence either visually or in writing that the violation has been cleared. The NOV shall contain at least the following:
 - i) a description of the violation,
 - ii) the approximate time (or day) and place at which the violation was observed,
 - iii) the amount of the monetary penalty to be levied on the member if the member does not cease the subject violation and when the monetary penalty will commence (10 days hence),
 - iv) the name of the person issuing the NOV and the person(s) who observed the violation, and
 - v) a statement advising the member of the member's right to contest the NOV by responding via certified mail within 10 business days of the date of the NOV.

The Board or Wild Horse Agent will keep a copy of the NOV on file.

C. HOMEOWNER VIOLATION NOTIFICATION PROCEDURE

1. Homeowner observes possible violation.
2. Homeowner fills out violation form (available on website – www.wildhorsehoa.org) and sends to the HOA management company.
3. The Board or Wild Horse agent confirms that the alleged violation has occurred.
4. Upon confirmation, the HOA management company responds with “friendly letter” asking that the alleged violation be addressed.
5. If after 15 days the alleged violation is observed again, a second letter will be sent by the HOA management company. If the alleged violation is observed again by the homeowner making the original complaint, a phone call to the HOA management company is sufficient. The HOA management company will note on the original form, with the date, that it has been observed a second time. The same process is used for any additional reports by the same homeowner.
6. If after 15 days the violation is observed again, the HOA management company will then issue an official “Notice of Violation” as per the Rules and Regulations Document. The Board will be notified that such a letter has been issued.
7. The address for the Association is:

Wild Horse Homeowners Sub-Association
c/o FirstService Residential
8375 N. Oracle Road, Suite 150
Tucson, AZ 85704
8. If the member contests the NOV, the Association shall respond by mail within 10 business days of its receipt of the member’s letter.

D. RULES FOR THE CONDUCT OF AN ENFORCEMENT HEARING

1. The Enforcement Hearing shall be scheduled at a time and place convenient to the Board and the Association member against whom the citation or restriction has been issued within 30 days of the receipt of the request for the hearing. The Board shall appoint the Representative or Representatives of the Board to preside at the hearing and may also appoint relevant Association Committee members, if appropriate.
2. The presiding Board Representative shall open the meeting by explaining the original complaint, citing the Rule or Regulation allegedly violated, the time of the

alleged violation and the actions taken to date by the Board or Agent to remedy the alleged violation.

3. The Association member against whom the citation or restriction 2 has been issued will then be allowed to present their arguments, including the presentation of witnesses or documentary evidence.
4. The Board Representatives will then have an opportunity to question the Association member regarding their arguments and will deliver the original rationale for the imposition of the citation or restriction.
5. The Association member may make a final statement.
6. At the next scheduled Board Meeting, the presiding Board Representative will present the case to the full Board in closed session. The Board will discuss the issue also in closed session) and will vote on whether to impose the monetary penalty or take any other action.