

1 THE WILD HORSE HOMEOWNERS' SUBASSOCIATION
2 RULES AND REGULATIONS

3
4 **Revised November 11, 2009**

5
6 **INTRODUCTION**

7
8 The Bylaws, which are applicable to all of the property administered by the Wild
9 Horse Homeowners' Sub-Association (the "Association"), empower the Board of
10 Directors (the "Board") to adopt reasonable rules and regulations aimed at
11 restricting and governing activities in Wild Horse (the "Development") and to
12 enforce those rules and regulations.

13
14 The Board of Directors may retain a management company to assist in operating the
15 Association. This company will be an agent of the Association and will be referred
16 to herein as the "Wild Horse Agent."

17
18 These Rules and Regulations ("Rules") are not intended to control the lives of the
19 Association members in an unreasonable manner. Rather, they were adopted to
20 prevent any individual homeowner from creating conditions on his/her lot which
21 could adversely affect the value of other lots or could negatively impact the safety of
22 residents in the Development. In fact, many of the rules set forth herein are merely
23 restatements of restrictions contained in the Declaration of Covenants, Conditions
24 and Restrictions (CC&Rs; *aka* the "Declaration"). These restrictions are included
25 here to make it easier for the homeowners to determine what activities, other than
26 during the formal building process, are restricted by enabling them to look primarily
27 to a single document.¹ The other restrictions and monetary penalty structures
28 applicable during the home building process are covered in the Association's
29 Architectural Rules/Guidelines.

30
31 Part I of this document sets forth specific restrictions that are applicable to
32 the use of all properties in the Development. These restrictions either arise directly
33 from the Declaration, from applicable Arizona State law or constitute rules and
34 regulations that the Board of Directors has adopted.

35
36 Part II of this document sets forth the Association's monetary penalty
37 categories and the monetary penalties applicable to the violation of the
38 Association's Rules and Regulations.

39
40 Part III of this document summarizes the sanctions and remedies which the
41 Association may impose against homeowners in the event they violate any of the
42 rules set forth in the Rules or any of the Association's other governing documents. It
43 also sets forth a process to ensure that homeowners are given an opportunity to be
44 heard prior to the imposition of certain sanctions.

¹ The entire text of the Declaration is not included in this document. Lot owners are bound by all restrictions in the Declaration, not just the excerpts reproduced here.

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

3
4 All lot owners should carefully read this entire document and be aware of their
5 rights and obligations as a member of the Association. It is the responsibility of each
6 lot owner to obtain and adhere to the most recent copy of the Rules, and to assure
7 that their tenants are given a copy.

8
9 In the event of a conflict between a provision hereof and a provision of the
10 Declaration, the provision of the Declaration shall prevail. Nothing contained herein
11 shall be deemed to limit the applicability of the provisions of the Declaration.

12
13 The Board, during its normal meeting process may amend, repeal, or augment these
14 Rules, subject to the terms of the governing documents of the Association.

15
16 It is important to note that the Board cannot grant any variances to the CC&Rs
17 unless required by Federal or Arizona State law, by a directive of a judge or if
18 specifically authorized in the Declaration. According to Arizona law, the
19 Declaration is a legal contract between the Association and the members of the Wild
20 Horse Homeowners' Sub-Association.

21 22 **PART I - RULES AND REGULATIONS**

23 24 **A. CATEGORY A RULES.**

25 26 1 - Holiday and Seasonal Decorations

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

35 36 2 - Lot Maintenance and Diseases and Insects

37
38 Each lot owner shall at all times maintain all portions of his/her lot, including
39 landscaped areas, and the exterior of the structures thereon in a neat and clean
40 condition and repair. Any damage or destruction to the lot or structures thereon,
41 such that the damage or destruction is visible from any neighboring property or
42 street, shall be promptly repaired. Driveways shall be maintained in suitable
43 condition for passenger car travel. The Board of Directors may, at the lot owner's
44 expense: (i) require replacement or substitute landscaping for trees or shrubs cut or
45 removed without prior approval and (ii) enter upon any lot and remove any dead or
46 diseased tree or shrubs and/or other destructive insects or dead or diseased plants if,

1 within ten (10) days after receiving notification from the Board or Wild Horse
2 Agent, such removal is not accomplished by the owner. In the event of a threat to
3 the safety of surrounding residents, the time period for notice may be shortened.
4

5 **3 – Lawn and Roof Ornaments**
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7 No lawn or roof ornaments visible from neighboring properties or the street are
8 permitted without the prior written approval of the Board. Lawn or roof ornaments
9 include, but are not restricted to, free-standing sculptures, statues or other decorative
10 or artistic items not normally considered to be part of the house, other associated
11 structures or the architectural design. Criteria for approval or rejection of a request
12 will include but not be restricted to size, scope, color, theme, materials used,
13 integration into the landscaping plan, placement and other such aesthetic
14 considerations and will be at the discretion of the Board.
15

16 **B. CATEGORY B RULES.**
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18 **1 - Glass & Glass Treatments**
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20 The installation of reflective metallic film (designed to reduce sun and heat) on the
21 inside of windows shall be subject to the approval in writing of the Architectural
22 Committee and shall not have an obtrusive appearance or reflective glare visible on
23 any neighboring lot or the street. Reflective glass, reflective foil or aluminum foil is
24 not allowed on windows. Only drapes, blinds, shutters or other appropriate window
25 coverings will be allowed.
26

27 **2 - Exterior Lights**
28

29 All exterior light fixtures shall be subject to the approval of the Architectural
30 Committee, which shall not approve any lighting that has an obtrusive appearance or
31 casts a glare visible from any other property or the street. All exterior lights must be
32 located and maintained in a manner which, in the opinion of the Board of Directors
33 or the Architectural Committee, does not present glare or unreasonable interference
34 with surrounding dwelling units or the street. All lights must be attached to the
35 residence or other permitted structures. No free standing lighting is allowed except
36 for low voltage lighting.
37

38 Owners should also be aware that other exterior lighting restrictions are presented in
39 the ordinances of Cochise County commonly known as the Cochise County Light
40 Pollution Code.
41

42 **3 – Signs**
43

44 No signs, including, but not limited to, For Sale, For Rent, commercial and other
45 similar signs which are visible from neighboring property shall be erected or

1 maintained on any parcel of property within the Development unless approved in
2 advance by the Board of Directors or the Architectural Committee, except:

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5
6 A) No more than one Real Estate sign (“For Sale” or “For Rent” sign) which
7 shall be in conformance with the industry standard size sign, which shall not exceed
8 18 x 24 inches, and an industry standard size sign rider, which shall not exceed 6 x
9 24 inches.

10
11 B) During construction, a general contractor is the only business permitted to
12 have a sign on a lot, and then only one sign. The contractor’s sign shall be no larger
13 than 36 x 36 inches with a dark colored frame and mounted no higher than 36 inches
14 from the ground. No financial institutions or sub-contractors are allowed to display
15 signs. Any sign must be removed at the time of occupancy or close of escrow.

16
17 C) On the days that an estate sale, garage sale or open house is held within
18 the Development, only such signs as are reasonably necessary to direct purchasers to
19 the location of such sale shall be permitted; with the size of signs not to exceed the
20 limitations set forth in subpart (A) of this rule and provided that they do not block
21 roadways. All of these signs shall be removed by the end of the day after such sale
22 or open house.

23
24 D) Political signs may be displayed only on the homeowner’s property
25 subject to the following.

26
27 i) Political signs shall be displayed not more than forty five (45) days prior to any
28 primary, special or general election and must be removed within seven (7) days after
29 the relevant election-day.

30
31 ii) The total political sign area cannot exceed the maximum size limit established by
32 applicable Cochise County ordinances.

33
34 E) Additional signs of a reasonable and customary size shall be permitted for
35 home address and protective services. If a homeowner is unsure of the acceptability
36 of such signs, prior approval should be sought from the Architectural Committee/
37

38 F) All signs that are required to be posted in connection with legal
39 proceedings or directly related to legal liability issues are permitted.

40
41 4 - Flag Poles

42
43 Installation of a permanent free standing flagpole shall be allowed upon the proper
44 application to and approval from the Architectural Committee for a site
45 improvement change, or when submitted and approved with the initial structure
46 application, subject to the following limitations:

1
2 A) The height of the flagpole shall not be more than the lesser of (i) eighteen feet
3 (18') or (ii) the highest point of the residence located or to be located on the lot;
4

5 B) The flagpole shall be placed no further than fifty feet (50') from the residence
6 and no closer than thirty feet (30') from the front property line; and
7

8 C) The flagpole shall have a matte finish of a color on the Architectural
9 Committee's color palette with a maximum light reflective value of forty (40).
10

11 5 - Outside Storage
12

13 Personal property other than barbeques, lawn and/or deck furniture may not be
14 stored outside of a residence or garage unless reasonably screened from view from
15 neighboring properties and the street. The Architectural Committee must approve
16 such screened enclosures.
17

18 6 – Obtrusive Materials
19

20 Firewood, repair materials, tools, lawn equipment, and other temporary or
21 permanent equipment must be screened or stored completely so as not to be visible
22 from any street or any other lot. Subject to the requirements of Arizona State or
23 federal law, no antenna or other device for the transmission or reception of
24 television or radio signals or any other electromagnetic radiation will be erected,
25 used or maintained outdoors on any lot, whether attached to a building or structure
26 or otherwise, unless approved by the Board of Directors or the Architectural
27 Committee. Ham radio towers must be of the electrically or automatically raised
28 type when in use and lowered from view when not in use.
29

30 7 – Pets
31

32 No animals, including livestock, or poultry of any kind, shall be raised, bred or kept
33 on any lot except a reasonable number of dogs, cats, or other generally-recognized
34 household pets, provided that they are not kept, bred or maintained for any
35 commercial purposes. Dogs shall be kept within structures or fences, and on secured
36 leashes when not on the owner's lot. No animal shall be allowed to make an
37 unreasonable amount of noise or be a nuisance. All pets must be in compliance with
38 local ordinances regarding leashing. The owner of the pet is required to clean up
39 after the pet. This includes both soiling in the pet owner's yard and in any other
40 yards or the street. Upon the written request of any member, the Board shall
41 determine whether a particular animal is a nuisance or the number of animals on any
42 such property is unreasonable. Any decision rendered by the Board shall be
43 enforceable as other restrictions contained herein. In addition to the limitations
44 above, no horses, ponies or mules are permitted in the Development.
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8 - 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.

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, shall not be painted or stained or re-painted or re-stained to a different 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

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

5
6 5 - Garage Sales
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8 Each homeowner may have a maximum of two garage sales each calendar year at
9 their home. Any garage sale permitted by this rule shall be held between the hours
10 of 8:00 a.m. and 4:00 p.m. and shall not be held for more than two consecutive days.
11 Individuals holding any such permitted sale must insure that all sign and parking
12 regulations of the Association are followed.
13

14 6 - Single Family Residential Use
15

16 No lot shall be used except for residential purposes. No building shall be erected,
17 altered, placed, or permitted to remain on any lot other than one single family
18 dwelling which may include patio walls, swimming pool, garages, servants' quarters,
19 guest houses, ramadas, or other similar residential structures. Home office use is
20 allowed provided no retail or manufacturing use is involved and providing that there
21 is no excessive traffic caused thereby and no zoning ordinance is violated.
22

23 7 - Alteration of Lot or Residence
24

25 No building, structure, fence, wall or landscaping ("structure") shall be erected,
26 placed or altered on any lot within the Development until the plans and
27 specifications showing the location of the structure upon the site have been
28 approved by the Architectural Committee. A member shall not alter the topographic
29 conditions of his lot or create visible scarring of the property without the prior
30 consent of the Architectural Committee.
31

32 **CATEGORY D RULES**
33

34 1 - Speed Limit
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36 The speed limit on all roads in the Development is 25 miles per hour.
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38 2 - Horses
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40 No horses, ponies or mules are permitted in the Development.
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1 3 - Garbage Pick-up
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3 All garbage and trash must be stored in covered containers in a location not visible
4 from neighboring properties or the street except when placed at the roadside for
5 collection. Garbage containers shall not be placed outside more than one day prior to
6 the day of pick-up, and containers shall be removed by the end of the day after the
7 day of pick-up. All garbage must be contained, so it cannot blow about or be
8 scattered by birds or animals.
9

10 4 – Nuisances
11

12 No obnoxious or offensive activity shall be carried out upon any lot, nor shall
13 anything be done thereon which may be or become an annoyance or nuisance to the
14 neighborhood. No rubbish or debris of any kind shall be placed or permitted to
15 accumulate upon any lot so as to render any such property unsanitary, unsightly,
16 offensive or detrimental to any other property in the vicinity thereof or to its
17 occupants. No motor vehicles shall be operated on the property so as to create a loud
18 or annoying noise, which is hereby deemed a nuisance. No off-road recreational
19 vehicles (motorcycles, ATV's, quads, etc.) shall be operated in the Development
20 except for egress and ingress to a lot. Without limiting the generality of the
21 foregoing provisions, no exterior horns, whistles, bells or other sound devices,
22 except security devices used exclusively for security purposes, shall be located, used
23 or placed on any such property within the Development. The Board shall have the
24 right to determine the existence of any such nuisance.
25

26 5 – Fires
27

28 Other than barbecues and properly constructed barbecue pits, grills or fire pits
29 constructed upon approval of the Board of Directors or the Architectural Committee,
30 no open fires shall be permitted on the lots nor shall any similar activity or condition
31 be permitted.
32

33 6 – Parking
34

35 The term “Motor Vehicle” as used in these rules and regulations shall include
36 without limitation; automobiles, sport utility vehicles (“SUVs”), pick-up trucks,
37 vans, trucks, tractors, recreational vehicles, buses and motor homes. Except as
38 specifically allowed in writing by the Board or the Architectural Committee, all
39 motor vehicles shall be parked within the homeowner’s enclosed garage or within an
40 area properly screened in a manner approved by the Architectural Committee so that
41 it is not visible from the street or neighboring properties. The Board, at its
42 discretion, may allow the temporary parking of one automobile, SUV or
43 noncommercial pickup on the surfaced areas outside of the garage under the
44 following conditions: (1) The enclosed structure (*i.e.* the garage) is fully utilized for
45 parking the number of Motor Vehicles for which it was designed; (2) A written
46 request is made to the Board which must include (a) a description of the Motor

1 Vehicles owned by the applicant, (b) the number of enclosed parking spaces
2 available (c) a general description of where the unenclosed parking will occur and
3 (d) the reason for the request and anticipated timeframe for the additional vehicle
4 parking.

5
6 Recreational apparatus such as boats, trailers, motorcycles, off-road vehicles and
7 non-motorized vehicles and equipment and similar apparatus (“Recreational
8 Apparatus”) must be parked in the homeowner’s garage or within an area properly
9 screened in a manner approved by the Architectural Committee so that it is not
10 visible from the street or neighboring properties. The parking of recreational
11 apparatus in any enclosed garage or other approved screened areas shall not prevent
12 the homeowner from parking all of his or her Motor Vehicles in the garage, nor be
13 used as a reason in Section 9, Part (2) (d) above.

14
15 No regular or permanent parking shall be permitted on the unpaved portions of any
16 lot or street right-of-way.

17
18 Guests of a homeowner shall be permitted to park outside the homeowner’s garage
19 for a period of seven (7) days without notification to the Board of Directors. In the
20 event a homeowner has a guest or guests that will be parking outside the owner’s
21 garage or on the shoulder of an Association street for more than seven (7) days, the
22 homeowner should notify the Board or Wild Horse Agent. Such notice should
23 include a description of the guest’s vehicle, where the vehicle will be parked and the
24 time period for which the parking will occur.

25
26 Notwithstanding the foregoing, the Board will allow the following exceptions:

27
28 (A) utility trailers temporarily parked during daylight hours while actively being
29 used in work projects provided that such parking does not create a hazard,

30
31 (B) trucks, such as delivery trucks and moving vans, temporarily parked during
32 daylight hours while actively being used for their intended purposes,

33 (C) recreational vehicles temporarily parked in the owner’s driveway during
34 daylight hours when preparing for or returning from a trip,

35
36 (D) recreational vehicles parked in an owner’s driveway for not more than a total of
37 two consecutive nights per week nor more than four nights in any calendar month
38 solely for the purpose of loading, unloading or cleaning the vehicle, or

39
40 (E) recreational vehicles of guests of owners parked in an owner’s driveway for not
41 more than seven consecutive nights while visiting the owner.

1 **PART II – MONETARY PENALTY POLICIES AND MONETARY**
2 **PENALTIES**
3

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

14 **CATEGORY A RULES** The monetary penalty for violations of Category A
15 rules and regulations is \$10.00 per day.
16

17 **CATEGORY B RULES** The monetary penalty for violations of Category B
18 rules and regulations is \$25.00 per day.
19

20 **CATEGORY C RULES** The monetary penalty for violations of Category C
21 rules and regulations is \$50.00 per day.
22

23 **CATEGORY D RULES** The monetary penalty for violations of Category D rules
24 and regulations is \$25 for the first incident, \$50 for the second and \$100 for
25 additional incidences, following normal warning and notifications procedures as
26 outlined below.
27

28 For Categories A, B and C, in the event a homeowner violates the same rule within
29 365 days of a prior violation of the same rule, the monetary penalty for the violation
30 of such rule may be double the monetary penalty as set forth above as to each day
31 the second violation continues. For Category D, if 365 days or more have elapsed
32 between the first violation and a second observance of the same violation, for the
33 purpose of fines, the second observance will be treated like a first violation. If an
34 owner has a violation that is not addressed in these Rules but is in the Declaration,
35 the Board may impose a reasonable monetary penalty in accordance with the
36 procedures set forth below.
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1 **PART III – SANCTIONS AND REMEDIES**
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3 Each owner and occupant of a home is governed by and must comply with the
4 provisions of these Rules, the By-Laws, the Declaration and the Articles of
5 Incorporation of the Association (collectively the "Governing Documents") and such
6 amendments thereto as may be made from time to time. Upon failure by a member
7 to comply with the Governing Documents, the Association's remedies are not
8 limited to the imposition of monetary penalties. In addition, the Association may be
9 entitled to avail itself of all the remedies available to it by law, including without
10 limitation, the following:

11
12 1 - Entitlement to Relief. The Association may commence legal action for injunctive
13 relief or any other relief authorized by the Governing Documents or available at law
14 or in equity. In no case may any owner withhold any assessment due and payable to
15 the Association, or take (or omit) other action in violation of the Governing
16 Documents, as a measure to enforce such owner's position, or for any other reason.
17 These rights and remedies do not limit in any way any other rights or remedies
18 granted to the Association in the Governing Documents or by law.

19
20 2 - Sanctions and Remedies. In addition to any other remedies or sanctions, express
21 or implied, administrative or legal, the Association shall have the right, but not the
22 obligation, to implement any one or more of the following actions against owners
23 who violate (or whose families, guests or tenants violate) the provisions of the
24 Governing Documents:

25
26 A) Impose a reasonable monetary penalty for each day or incident a violation
27 of the Governing Documents continues or occurs, after notice and an opportunity to
28 be heard.

29
30 B) Impose late charges for delinquent monetary penalty payments of Fifteen
31 Dollars (\$15.00) or 10% of the unpaid amount, whichever is higher.

32
33 C) Enter any lot, upon 72 hours' notice, and between the hours of 8:00 a.m.
34 and 5:00 p.m., to remedy any condition which the owner or occupant has caused or
35 allowed to exist in violation of the Governing Documents, and assess the cost
36 thereof against the owner and the lot. Such right of entry shall be limited to any
37 exterior area of a lot and is subject to the applicable provisions of the Declaration.
38 Any such entry upon a lot pursuant to this section shall not be deemed a trespass.

39
40 3 - Right to Hearing. Before the imposition of any monetary penalty, the Board must
41 cause to be mailed or delivered to the owner against whom the monetary penalty is
42 sought to be imposed, a written notice specifying the general nature of the violation,
43 the monetary penalty to be imposed and the effective date of such imposition. This
44 notice must be delivered at least fourteen (14) days prior to such effective date. The
45 owner then has the right, upon written request delivered to the Board within the
46 foregoing fourteen (14) day period, to request a hearing arranged by the Board. The

1 Board will set the hearing at a reasonable time and place, with reasonable notice to
2 the parties involved, but in no case later than thirty (30) days after its receipt of a
3 request for a hearing. The Board has established uniform and fair rules for the
4 conduct of such hearing (Part IV-3), including, without limitation, the right of
5 interested parties to appear and be heard. If a hearing is requested, the monetary
6 penalty imposed will not take effect until the hearing is completed and the Board has
7 decided or the matter is otherwise resolved by mutual agreement of the Board and
8 the persons against whom the monetary penalty is sought, whichever event occurs
9 first. If the person or persons against whom the monetary penalty is sought do not
10 appear at their duly notified hearing, the monetary penalty imposed may be levied as
11 of the date of the hearing.
12

13 4 – Monetary Penalties. In the event the Board imposes a monetary penalty on the
14 member with respect to the violation, and by its terms such monetary penalty will
15 continue to accrue on a daily or other periodic basis, that accrual shall continue to
16 accrue until either the date the member notifies the Board that the violation has
17 ceased or been remedied or the date the violation is actually ceased or remedied,
18 whichever is later. Upon its receipt of notice from the member that the violation has
19 ceased or been remedied, the Board or the Wild Horse Agent shall conduct a timely
20 follow-up inspection to confirm that the violation has ceased or been remedied. If
21 that inspection discloses that the violation has ceased or been remedied, the Board
22 shall (1) stop accrual of the monetary penalty as of the date it received the notice,
23 (2) send the member and the complainant a letter confirming such satisfactory
24 resolution of the complaint and (3) document in writing for the related lot file how
25 the violation was resolved. If that inspection discloses that the violation has not
26 ceased or been remedied, the Board shall send the member a letter notifying the
27 member of the continuing violation and that the monetary penalty will continue to
28 accrue.
29

30 5 - Costs of Proceedings and Attorneys' Fees. The Association is entitled to recover
31 all of its costs, expenses, and reasonable attorneys' fees, if any, in the collection of
32 any and all monetary penalties.
33

34 6 – Enforcement. Any monetary penalties imposed by the Board upon a member
35 hereunder shall be payable by the member and shall be enforceable by the
36 Association in accordance with the Association Governing Documents and
37 applicable Arizona State law. This Complaint Process and the actions of the officers,
38 directors and agents of the Association in compliance herewith are governed by, and
39 subject to, the terms of the Governing Documents of the Association. In the event of
40 any conflict between the terms hereof and the terms of the Governing Documents of
41 the Association, the terms of the Governing Documents of the Association shall
42 govern. The Board retains the right to amend this policy subject, to the terms of the
43 Governing Documents of the Association and applicable law.
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1 **PART IV – COMPLAINT AND VIOLATION NOTIFICATION PROCESS**
2

3 The formal procedure for addressing violations of the Association’s Governing
4 Documents is as follows:
5

6 1 – Complaints. Any member, Board member or agent of the Association may file a
7 complaint against another member for violation of any provision of the
8 Association’s Governing Documents by the member, his family, tenants or guests. A
9 complaint must be in writing, must be signed (~~unless submitted via e-mail in which
10 case the name of the complainant must appear~~), dated and must include a description
11 of the alleged violation and the identity of the alleged violator, if known. **The
12 Report Form is available on the Wild Horse Website www.wildhorsehoa.org**. A
13 complaint from a member is considered filed when a Board member or the Wild
14 Horse Agent receives the written complaint. A copy or record of all complaints shall
15 be provided to the Board and the Wild Horse Agent.
16

17 2 – Investigation and Letters. Upon receipt of a complaint, the Board or the Wild
18 Horse Agent shall take the following action:
19

20 A) Conduct an investigation of the complaint to confirm that there is reason
21 to believe that the conditions complained about actually exist.
22

23 B) If the basis for the complaint is confirmed, the Board or Wild Horse
24 Agent shall cause a letter to be sent to the member, formally notifying the member
25 of the violation. The letter shall request that the violation be ceased or remedied
26 within such period of time as determined appropriate by the Board. The Board or
27 Wild Horse Agent shall conduct a follow-up inspection. If that inspection discloses
28 that the violation has ceased or has been remedied, the Board or Wild Horse Agent
29 shall send the member and the complainant a letter confirming such satisfactory
30 resolution of the Complaint and shall document in writing for the related lot file
31 what the alleged violation was and how the issue was resolved.
32

33 C) If the violation specified in the letter sent pursuant to Section 2(B) above
34 is not timely rectified, then the Wild Horse Agent will send a written Notice of
35 Violation (NOV) to the offending member. The NOV will notify the member that
36 the monetary penalty will be levied and request the member to show evidence either
37 visually or in writing that the violation has been cleared. The NOV shall contain at
38 least the following (1) a description of the violation, (2) the approximate time (or
39 day) and place at which the violation was observed, (3) the amount of the monetary
40 penalty to be levied on the member if the member does not cease the subject
41 violation and when the monetary penalty will commence (10 days hence), (4) the
42 name of the person issuing the NOV and the person(s) who observed the violation,
43 and (5) a statement advising the member of the member's right to contest the NOV
44 by responding via certified mail within 10 business days of the date of the NOV.
45 The Board or Wild Horse Agent will keep a copy of the NOV on file.
46

1 3 - Homeowner violation notification procedure
2

- 3 A) Homeowner observes possible violation.
4
5 B) Homeowner fills out violation form (available on website –
6 www.wildhorsehoa.org) and sends to Y-Cross Management.
7
8 C) The Board or Wild Horse agent (Y-Cross) confirms that the alleged
9 violation has occurred.
10
11 D) Upon confirmation, Y-Cross responds with “friendly letter” asking that
12 the alleged violation be addressed.
13
14 E) If after 15 days the alleged violation is observed again, a second letter
15 will be sent by Y-Cross. If the alleged violation is observed again by the
16 homeowner making the original complaint, a phone call to Y-Cross is
17 sufficient. Y-Cross will note on the original form, with the date, that it
18 has been observed a second time. The same process is used for any
19 additional reports by the same homeowner.
20
21 F) If after 15 days the violation is observed again, Y-Cross will then issue
22 an official “Notice of Violation” *as per* the Rules and Regulations
23 Document. The Board will be notified that such a letter has been issued.
24
25 G) The address for the Association is:

26
27 Wild Horse Homeowners Sub-Association
28 c/o Y-Cross Management Group
29 8375 N. Oracle Road, Suite 150
30 Tucson, AZ 85704
31

- 32 E) If the member contests the NOV, the Association shall respond by mail within
33 10 business days of its receipt of the member’s letter.
34

35 3 - Rules for the conduct of an enforcement hearing
36

- 37 A) The Enforcement Hearing shall be scheduled at a time and place convenient to
38 the Board and the Association member against whom the citation or restriction has
39 been issued within 30 days of the receipt of the request for the hearing. The Board
40 shall appoint the Representative or Representatives of the Board to preside at the
41 hearing and may also appoint relevant Association Committee members, if
42 appropriate.
43
44 B) The presiding Board Representative shall open the meeting by explaining the
45 original complaint, citing the Rule or Regulation allegedly violated, the time of the
46 alleged violation and the actions taken to date by the Board or Agent to remedy the
47 alleged violation.

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C) The Association member against whom the citation or restriction has been issued will then be allowed to present their arguments, including the presentation of witnesses or documentary evidence.

D) 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.

E) The Association member may make a final statement.

F) 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.