

CROSS CREEK RANCH COMMUNITY ASSOCIATION
ASSOCIATION RULES
REVISED JUNE 28, 2018

ARTICLE 1
PURPOSE, ORGANIZATION AND FINANCE

1.1 **Project Documents.** The Cross Creek Ranch Community Association (the “Association”) was established on August 13, 2002, as an Arizona nonprofit corporation for the purpose of providing management and maintenance and care of the Common Area and enforcement of the Association documents. The duties and powers of the Association are defined in the Association Documents which include the following:

- (i) Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch (the “Declaration”);
- (ii) Articles of Incorporation of Cross Creek Ranch Community Association
- (iii) Cross Creek Ranch Community Association Bylaws;
- (iv) Association Rules; and
- (v) Design Guidelines,

(in each case, as such Association Document may be amended from time to time), and applicable statutes. Unless otherwise defined in these Rules, capitalized terms shall have the meanings as defined in the Declaration.

Each Owner in Cross Creek Ranch is provided with a copy of all Association Documents. By taking title to a Lot within Cross Creek Ranch, an Owner agrees to comply with the provisions of the Association Documents as they pertain to the Owners and Members. These Association Rules are in addition to and supplement the restrictions contained in all the other Association Documents: Owners are encouraged to read all Association Documents to gain an understanding of how the Association operates and what restrictions are placed upon their property and the Common Area.

In the event of a conflict between a provision of these Rules 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 may from time to time in its sole discretion amend, repeal, or augment these Rules as it deems appropriate, subject, of course, to the terms of the Declaration and applicable law. It is the responsibility of each Owner and Resident to obtain and adhere to the stipulations of the most recent copy of these Rules. The Board retains the right to grant variances from these Rules as determined appropriate in its sole discretion.

1.2 **Management.** The Board of Directors of the Association (“Board”) is responsible for the administration of the Association and is authorized to hire personnel necessary for the daily operation of the Association and its Common Area. The Board has hired a property management company (the “Managing Agent”) to oversee the daily operation of the Association. The Managing Agent will work closely with the Board to assure that the Association is being operated in a manner that will enhance and preserve the community. The Managing Agent is HOAMCO, 35 Bell Rock Plaza, Suite A, Sedona, AZ 86351. The telephone number of the Managing Agent is 928-282-4479.

1.3 **Finance.** The funds necessary to operate the Association are provided by the Assessments levied by the Association against each Lot within Cross Creek Ranch. The financial stability of the Association

is dependent upon the timely payment of all Assessments. The following rules shall apply to the payment of Assessments:

- (i) **1st day of each calendar quarter** (January 1, April 1, July 1, and October 1) - Assessment is due and payable to the Association at the address provided by the Managing Agent.
- (ii) **15th day of each calendar quarter** - If payment is not received at the above address by this date, a late charge equal to 10% of the Assessment amount and a \$15.00 administrative fee is automatically assessed.
- (iii) **30th day of each calendar quarter** – A final reminder letter will be sent.
- (iv) **45th day of each calendar quarter** – A Notice of Intent to Lien will be sent.
- (v) **60th day of each calendar quarter** – A lien will be recorded.
- (vi) **Returned checks** - There will be a \$25 charge for checks not paid by an Owner's bank.

The fiscal year for the Association is the calendar year. The amount of the Annual Assessment will be determined each year by the Board and all Owners will be notified at least thirty days prior to the beginning of the next fiscal year.

ARTICLE 2 ASSOCIATION PROPERTY GENERAL RULES

2.1 Responsibility. Residents are responsible for the acts of their guests.

2.2 Notices and Advertisements. Notices, advertisements or posters of any kind shall not be placed or distributed on Common Area without the prior written consent of the Board.

ARTICLE 3 GENERAL RULES GOVERNING THE USE OF LIMITED ACCESS GATES

3.1 Methods of Access. The gated entrance will have three methods of access:

3.1.1 Automatic access is provided for Residents by the use of an electronic transmitter. Upon approaching the gate, the Resident will activate the transmitter, which opens the gate. Two transmitters shall be issued per Lot; additional transmitters may be purchased for a fee. Lost or damaged transmitters may be replaced for a fee.

3.1.2 A Resident may gain access by entering a personal code on the keypad in front of the gate. Residents are encouraged not to allow guests and visitors to have the personal code.

3.1.3 Guests may use the keypad in front of the gate to contact a Resident by dialing the Resident's personal code number, which is electronically displayed on the keypad. The code number automatically dials the Resident's telephone number, and if the Resident answers, the Resident may

remotely open the gate by dialing a specific number on the telephone. If the Resident cannot be contacted by telephone, the visitor will not be granted access.

3.2 Obligation of Owners to Pass Transmitters Upon Sale of Home. The transmitters are a part of the gate system and are owned by the Association. Upon the sale by an Owner of a Residential Unit to a new buyer, such Owner shall pass on the electronic transmitter and all codes and operating instructions to the new Owner. Failure to do so will result in the new Owner having to purchase new transmitters at a cost determined by the Board. If new transmitters are issued, the old transmitter codes will be eliminated from the system. New transmitters and codes will not be issued unless an Owner can show proof of ownership of a Lot in Cross Creek Ranch.

ARTICLE 4 GENERAL RULES GOVERNING THE USE OF LOTS

4.1 Trash Containers. Trash containers shall not be placed by the curb for pick-up before 12:00 PM the day prior to pick-up and shall be taken in by 9:00 AM the day after the pick-up. A Resident who is unable to meet these time requirements should make arrangements with a neighbor to assure compliance.

4.2 Political Signs.

4.2.1. Political signs may not be erected on a Lot prior to seventy-one (71) days before the election. All such signs shall be removed within three (3) days after a general election.

4.2.2. Political signs may only be placed on an Owner's Lot. Signs are not allowed on the Common Area of the Association.

4.2.3. The number of political and campaign signs is not limited, except that the maximum aggregate total dimensions of all political signs on an Owner's Lot shall not exceed nine square feet.

4.3 Leasing of Homes. In addition to complying with the provisions set forth in Section 3.37 of Article 3 of the Declaration, each Owner must submit a Residential Information Form with a copy of the lease within 10 days of leasing the home. Section 3.37 of Article 3 of the Declaration states that no home shall be leased for a term of less than 30 days.

4.4 Holiday Lights.

4.4.1 Residents may display decorations for holidays.

4.4.2 Duration for display of seasonal decorations shall be limited to between Thanksgiving and January 15 of the following year.

4.4.3 Display of decorations for other holidays shall be limited to one week in advance and one week after the occasion.

4.4.4 All lights and other decorations shall be removed after duration periods noted above.

4.5 Single Family Use.

All Residential Units shall be used, improved and devoted exclusively to residential use by a Single Family. "Single Family" means a group of one or more persons each related to the other by blood,

marriage or legal adoption, or a group of not more than six (6) persons not all so related, together with their domestic servants, who maintain a common household in a Residential Unit.

4.6 Animals. See attached Exhibit A.

ARTICLE 5 RULES GOVERNING SEWAGE DISPOSAL SYSTEM

5.1 Fee. The Association owns, operates and maintains the sewage disposal system within Cross Creek Ranch. Each Owner hooked up to the sewer system is billed \$40 per month. This charge appears on the monthly water service invoice.

5.2 Installation of Sewage Grinder Pump. The installation of a sewage grinder pump shall be required for each Lot. To reduce the risk of incompatibility with the sewage disposal system, the Association requires that the pump be installed on the Lot by the utility management company contracted by the Association to operate the sewage disposal system. Prior to the start of construction, Owners must contact Arizona Waste Water Service at 928-203-9320 or such other company as may be designated by the Association to arrange for the grinder pump installation.

ARTICLE 6 VIOLATIONS

6.1 Complaints Concerning Violations. An Owner or Resident may report an alleged violation to the Association by written notice with details (i.e. date, time, location) to the Managing Agent.

EXHIBIT A

ANIMALS

1. No animal, bird, fowl, poultry, reptile or livestock may be kept on any Lot, except that no more than a reasonable number of generally recognized house or yard pets (“Permitted Pets”) may be kept on any Lot and then only if such Permitted Pets are kept, bred or raised thereon solely as domestic pets and not for commercial purposes.
2. All Permitted Pets shall be confined to the Owner’s Lot except that a dog that has not been determined by the Board to be a vicious dog may be permitted to leave the Owner’s Lot and (i) to enter onto the Common Area (but not into Common Area Improvements) and (ii) to enter onto the Trails Easements, in each case, if such dog is at all times kept on a leash not to exceed six feet (6’) in length. No Permitted Pet is permitted to enter upon any Lot other than the Owner’s Lot, except Lots where Trails Easements exist and then only on such easements.
3. No Permitted Pet shall be allowed to make an unreasonable amount of noise or to become a nuisance.
4. No structure for the care, housing or confinement of any Permitted Pet shall be maintained so as to be Visible From Neighboring Property without the prior written consent of the Architectural Review Committee.
5. Any Owner, resident or other person who brings or permits a Permitted Pet to be on the Common Area or any Lot or Street shall be responsible for immediately removing any feces deposited by such pet.
6. All Permitted Pets shall be licensed and otherwise kept and cared for in accordance with all applicable statutes and ordinances.
7. Upon the written request of any Owner, lessee or resident, the Board shall determine, in its sole and absolute discretion, whether for the purposes of this Rule:
 - (i) a particular Permitted Pet is a nuisance or a threat to the health, safety or welfare of the Owners, lessees and residents or the property of the Association or such persons. The Board shall be entitled to consider whatever factors it reasonably determines relevant in deciding whether a Permitted Pet is a nuisance or a threat to the health, safety or welfare of the Owners, lessees and residents or the property of the Association or such persons. Without limiting such factors, in determining whether a dog is a nuisance or a threat to the health, safety or welfare of the Owners, lessees and residents or the property of the Association or such persons the Board may consider among other factors whether the dog is a vicious dog in that it has a propensity to attack, to cause injury to or to otherwise endanger the safety of human beings or domestic animals without provocation or has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation. Any one or more of the following shall be evidence of a dog’s vicious nature: (a) the dog has, without provocation,

attacked or bitten a person engaged in a lawful activity; (b) the dog has, while off the property of the dog Owner and without provocation, killed or seriously injured another animal; (c) the dog has, without provocation, chased, confronted or approached a person on a street, sidewalk or other public property in a menacing fashion such as would put an average person in fear of attack; (d) the dog has, exhibited a propensity, tendency or disposition to attack, cause injury or threaten the safety of a person or other animal without provocation; (e) the dog has attacked in a manner that causes or should cause its owner to know that it is potentially vicious; (f) the dog has been trained for dog fights or is owned or kept for dog fighting, and (g) the dog has been declared to be a vicious dog by the Justice of Peace or other court. A person who owns or is responsible for the care of a dog the Board has determined to be a vicious dog shall take reasonable care to prevent the dog from escaping to the outside of the Owner's residence or an enclosed area, yard or structure on such Lot. A person who owns or is responsible for the care of a dog the Board has determined to be a vicious dog shall at all times control the dog in a manner that prevents the dog from biting or attacking a person or domestic animal. Injury to any person or other domestic animal or to any property shall be the full responsibility of the dog owner or person or persons responsible for the dog when such damages were inflicted. In addition, in the event the Board determines a particular dog to be a significant risk to the health and safety of the residents of the Project, upon notice to the Owner of the dog and after providing the Owner an opportunity to be heard, the Board may require that such dog be permanently removed from the Project.

(ii) a particular Permitted Pet is making an unreasonable amount of noise. The Board shall be entitled to consider whatever factors it reasonably determines relevant in deciding whether a Permitted Pet is a making an unreasonable amount of noise. Without limiting such factors, the Board may consider among other factors whether a Permitted Pet frequently or for a continuous duration produces a sound that is audible beyond the property line of the Owner's Lot that in the sole opinion of the Board disturbs the public peace, quiet or comfort of the neighboring inhabitants. In the event the Board determines a particular Permitted Pet to have repeatedly made an unreasonable amount of noise, upon notice to the Owner of the dog and after providing the Owner an opportunity to be heard, the Board may require that such dog be permanently removed from the Project.

(iii) a particular pet is a Permitted Pet. The Board shall be entitled to consider whatever factors it reasonably determines relevant in deciding whether a particular pet is a Permitted Pet. In the event the Board determines a particular pet is not a Permitted Pet, upon notice to the Owner of the pet and after providing the Owner an opportunity to be heard, the Board may require that such pet be permanently removed from the Project.

(iv) the number of Permitted Pets kept on a Lot is a reasonable number. The Board shall be entitled to consider whatever factors it reasonably determines relevant in deciding whether the number of Permitted Pets kept on a Lot is a reasonable number. In the event the Board determines the number of Permitted Pets on a Lot is an unreasonable number, upon notice to the Owner of the pet and after providing the Owner an opportunity to be heard, the Board may require that the Permitted Pets that exceed a reasonable number thereof be permanently removed from the Project.

Any decision rendered by the Board shall be enforceable in the same manner as the other restrictions set forth in the Declaration. In lieu of or in addition to requiring the removal of an animal pursuant to the provisions of this Rule, the Association shall have the right in its sole discretion to enforce the provisions of this Rule through any other remedies available to the Association at law or in equity, including without limitation, the imposition of fines and the commencement of a legal action.

The Board retains the right to amend and revoke any or all of these Rules at any time and from time to time. Except as specifically defined herein, capitalized terms used herein have the meanings as defined in the Declaration. The applicability and enforcement of these Rules are subject to Fair Housing statutes applicable to assistance and service animals.