

# V O C A

## Village of Oak Creek Association

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### CC&R Compliance

## **RULES, REGULATIONS & INFORMATION**

May 1, 2022

*Please refer to the Village of Oak Creek Association By-Laws, Master Declaration of Restrictive Covenants and your specific Subdivision CC&R's for additional regulations and policies not contained in these documents.*

# THE VILLAGE OF OAKCREEK ASSOCIATION

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## CC&R COMPLIANCE INTRODUCTION

Welcome to the Village of Oakcreek Home Owners Association (VOCA). You are residing in a managed community with a variety of governing documents designed to protect the rights of all residents and to create a quality living environment for property owners and renters alike. Please take the time to review some of our rules and regulations.

The Village of Oak Creek Architectural Review and Restrictions Committee (ARRC) was established under the provisions of the Village of Oak Creek Association By Laws, with the authority to adopt, amend and repeal Architectural Review and Restrictions Rules and Regulations as set forth in the association documents.

Each VOCA Subdivision is governed by an additional set of CC&R's. Copies of each subdivision CC&R's may be obtained from the VOCA office.

Property owners are responsible for compliance with all VOCA CC&R's regardless of any arrangements that have been made with their tenants. Any violations of the CC&R's will be reported to the property owner with a request to have the violation corrected as soon as possible. In cases when violations are reoccurring or not corrected fines may be charged to the property owner.

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## **Section 1 - WEEDS, LANDSCAPING & PROPERTY MAINTENANCE**

Weeds and Landscaping: Definition of a weed: "A weed is any undesired, uncultivated plant as determined by normally accepted definitions and practices for the local area".

**1-Lots with Homes:** Property owners whose lots have been improved are responsible for keeping their lots landscaped and free of weeds of all types, regardless of height. Areas of bare dirt shall be covered in crushed granite, gravel, or other acceptable material, except the bare dirt shall be allowed when it is within the area encompassed by the drip edge of a tree and does not exceed 8 feet in diameter. If such drip edge should exceed 8' in diameter, dead weeds, dead trees, noxious weed species, shrub cuttings, tumbleweeds (alive or dead), and trash must be removed. All grasses planted as a ground cover shall not exceed four (4) inches in height and shall be maintained in a neat and attractive manner. Areas covered in crushed granite, gravel, etc., shall be maintained in a neat and attractive manner free of weeds and grasses. Wild flowers, cultivated for the purpose of beautifying or naturalizing an area shall be allowed, provided they do not create an unsightly condition and do not become a nuisance because of odor or appearance. Landscaping and maintenance shall conform to standards established by the Sedona Fire District and VOCA Rules and Regulations.

**2-Vacant Lots:** Owners of vacant lots are allowed to maintain a natural cover of native grasses and trees on their lot(s). No lot shall be scraped as a means of eliminating weeds. All native grasses, weeds, induced grasses or non-native weeds shall be maintained at a level that does not create a dangerous or unsightly condition. Dried weeds, dead trees, dead brush, low tree branches, noxious weed species, etc., are required to be removed because of their high potential to burn, negative environmental impact and unsightly appearance. All tumbleweeds (alive or dead), dead plants, dead trees and trash must be removed from undeveloped lots. Landscaping and maintenance shall conform to standards established by the Sedona Fire District and VOCA Rules and Regulations.

**3-Property Maintenance:** Property owners are responsible for keeping their property maintained so as not to degrade the appearance of the neighborhood. Such maintenance includes all driveway and parking areas, and painting as well as general upkeep. Repainting of homes, fences, etc., are subject to the color code adopted by the Architectural Review Committee.

**4-Dumping:** No dumping of building materials, rock, gravel, dirt, tree or plant trimmings nor other assorted debris will be permitted on any lot unless temporarily related to approved current construction.

**5-Storage of Personal Property:** Tools, machinery, household effects, toys, containers, boxes, materials, or other items that degrade the appearance of the yards shall be stored as to be concealed from view, except that basketball hoops may be erected which are visible from neighboring property. (Ref: Master Declaration Article 4.08)

## **Section 2 - PARKING, RV SHORT TERM PARKING, LIMITATION OF VEHICLES**

**1-Parking Location-**Adequate paved off-street parking shall be provided to accommodate the intended use of the Owner's lot. No Owner shall park or drive, or permit others to park or drive, on unpaved portions of the property. In-street parking should be reserved for deliveries, pick-ups or for short term visitors only.

**2-Repair and Maintenance of Vehicles-**Where restricted by the Declaration for residential use, no repair or maintenance work shall be performed on any motor vehicle or other piece of equipment on the Property, except wholly inside a garage. Disabled vehicles and equipment shall be stored in a garage or removed from the Property.

**3-Commercial and Recreational Vehicles-**Unless expressly permitted by the Declaration, no commercial vehicle, industrial equipment, recreational vehicle, motor home, boat, boat trailer, utility trailer, mounted or un-mounted camper, travel trailer or mobile home shall remain on the Property unless located inside a closed garage or area screened from public view as outlined in the Architectural Review Committee. "Fences, Walls and Screens Regulations."

These vehicles shall be allowed in the Village of Oakcreek Home Owners Association (VOCA) for the purpose of loading, unloading, cleaning and minor maintenance (such as checking fluid levels, tire pressure, light bulb replacement or similar items) only. A period of up to, but not to exceed, 72 continuous hours shall be allowed for this purpose. This 72-hour period cannot be repeated within a period of not less than fifteen-15 consecutive days. The "RV Vehicles" must be parked in the approved parking area of the property and must be totally contained within the boundaries of the property.

Parking extending into the street, parking extending onto another person's property, or parking on non-paved or non-approved areas of the property is not permitted. Boats are defined as any type of powered or un-powered watercraft including ski-do type craft.

### **Section 3 – RESIDENTIAL SIGNAGE**

**1-General signs** - on residential lots are limited to "For Sale", "For Rent", "No Trespassing" and "Beware of Dog", with a maximum four square feet in size and limited to one sign for each building site.

**2-Political signs**-may be displayed so long as they conform to Arizona Statute ARS §33-1808 and Yavapai County Ordinance. Political signs are allowed on private property, provided however, that such signs shall be erected no earlier than seventy-one (71) days before the day of a primary election, and removed no later than fifteen (15) days after the day of the general election. For a sign for a candidate in the primary election who does not advance to the general election, the sign must be removed within fifteen (15) days after the primary election.

**3-Flagpoles/Flags and Banners**: Flagpoles and flags are governed by ARS §33-1808 and the National Flag Code. Flagpoles shall be installed at a height not to exceed the height of the rooftop of the residence, as measured from finished grade, and be constructed of metallic materials with a non-reflective satin or bronze finish. No more than three (3) flags may be displayed at one time, with a maximum flag size of 3'x5'. No roof mounted flagpoles will be permitted. Illumination, if desired, shall be only above mounted on the pole and downward directed on the flag.

Only the following flags may be displayed per ARS §33-1808:

1. The American flag or an official or replica of a flag of the United States army, navy, air force, marine corps or coast guard by an association member on that member's property if the American flag or military flag is displayed in a manner consistent with the federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10).
2. The POW/MIA flag.
3. The Arizona state flag.
4. An Arizona Indian nations flag.
5. The Gadsden flag.

**Political flags/banners are not allowed within VOCA.**

### **Section 4 - NOXIOUS ACTIVITY**

No noxious, offensive or unlawful activity shall be conducted on the property, nor shall any condition be created or allowed to exist on the property, which may be or become an annoyance, nuisance or hazard to others. No sounds, which are unreasonably loud or annoying, and no odor which is noxious or offensive to others, shall be emitted from any lot or unit. No unreasonably bright light, or light which causes unreasonable reflection shall be permitted, and all exterior lighting must be properly shielded so as not to create a nuisance or annoyance to others. (Ref: Master Declaration Article 4.12)

The Architectural Review Committee requires exterior lighting for new construction and remodels to comply with Yavapai County "Dark Skies" Ordinance. Refer to Section 4, 8. of the "Architectural Control Regulations" for specific lighting details.

## **Section 5 – RUBBISH, TRASH & GARBAGE**

Rubbish, Trash and Garbage: All rubbish, trash, garbage or other waste materials shall be kept in covered, sanitary containers or shall be promptly removed from the property. The sanitary containers shall be stored in the garage, in a screened area approved by the Committee, or other suitable location, which is not visible from the roadways, common areas or adjacent or neighboring property. The sanitary containers may be exposed to public view for such period as is reasonably necessary for proper disposal. All containers must be promptly removed to the storage area following proper disposal of the contents. (Ref: Master Declaration Article 4.11).

## **Section 6 - FIRE SAFETY**

A screen with openings no larger than 1/2 inch must cover all chimney outlets on houses and other structures. Air pollution rules set forth by the State of Arizona prohibit all open fires of any kind. A special permit must be obtained from the Sedona Fire District except for household barbecue stands.

## **Section 7 - ANIMALS**

Animals must be kept in an enclosed yard or on a leash at all times. Excrement shall not be allowed to accumulate on the owner's lot or within animal enclosures and owners are required to pick up after their animals at all times. Notwithstanding the foregoing, no animals or fowl may be kept on the property, which results in an annoyance, or otherwise disturb the peace and quiet of any VOCA resident.

## **Section 8 - GARAGE SALES**

Property owners are restricted to two-2 garage sales per calendar year with three-3 day duration or a total of six-6 days per year. The use of loud speakers, amplifiers, etc. for the use in an auction setting is prohibited as a noxious activity.

## **Section 9 - SHORT TERM RENTALS**

With certain exceptions, all subdivisions in VOCA state that no building, except a single family residential dwelling and a storage building, garage or carport for use in connection with this dwelling, shall be erected, maintained or permitted on any lot.

The VOCA Board of Directors, under the authority provided in Article V, Paragraph 1 of the By-Laws, define "single family dwelling" as follows:

A single-family dwelling is a dwelling utilized for residential purposes only in which there reside one family who are Owners, tenants or invitees of the Owner. For these purposes, a family shall consist of a group of persons related by blood or marriage, or two adult persons who are not related but who have close personal bonds of affection and/or who recognize significant obligations towards one another, together with their children or other blood relations. Under no circumstances shall more than -three adult persons, all of whom are unrelated by blood or marriage, living in the same household be considered a single family. It shall be the burden of the persons claiming family status to demonstrate with objective evidence that they meet this definition.

Article 4 of the Third Restated Master Declaration is hereby amended to add a new section numbered 4.23 and titled "Leasing of Lots and Units; Restrictions and Limitations" to provide as follows:

### **4.23 Leasing of Lots and Units; Restrictions and Limitations**

The leasing of Lots and Units shall be subject to the following restrictions and limitations:

1. "Lease" defined. As used herein, the term "Lease" is defined to include all agreements, contracts, grants, memorandums, conveyances, lets, assignments, or rents that give a non-Owner of a Lot or Unit access to or

right to use a Lot or a Unit. A Lease may exist whether it is in writing, or not, and regardless of the amount or nature of consideration exchanged to enjoy the benefit of a Lease. **The Board's determination of what constitutes a Lease and what constitutes the leasing or subleasing of a Lot or a Unit shall be conclusive and binding on the Owner of the Lot or Unit.**

2. Minimum Lease Term. No Owner shall lease a Lot or a Unit for a Lease term of less than thirty (30) days.
3. Lease of Entire Lot and Unit. No Owner may lease less than the Owner's entire Lot or Unit. Note: It is the Board's opinion that this does not apply to roommates or caregivers. A roommate is defined as a person who is a long term (greater than 30 days) tenant that shares in the household expenses. A caregiver is defined as a person who provides physical or emotional support to the owner.
4. Lease to Single Family. An Owner may lease his Lot or Unit only to a Single Family (see definition above).
5. No Sublease. No Lot, Unit or any portion thereof may be subleased.
6. Owner Responsibilities. The Owner of the leased Lot or Unit shall remain responsible for compliance by the Owner's Guests and the Guest's family and guests with the Master Declaration, the By-Laws of the Association, the Rules of the Association and all applicable federal, state and local statutes, ordinances and regulations and shall be responsible for any violations thereof by his Guest or his Guest's family or guests.
7. Leasing Rules and Regulations. Subject to the provisions of this Master Declaration, the Board shall be entitled to adopt, amend and repeal rules governing the leasing of Lots and Units.

With the exception of the above, the General Land Use Regulations, Section 4 of the Master Declaration, prevail. Particular note of the following paragraphs must be taken:

Master Declaration 4.02 Residential Use: Where restricted by the Declaration for residential use, an Owner shall not occupy or use his lot or unit or permit the same or any part thereof to be occupied or used for any purpose other than for personal residential purposes by the Owner, his family or permitted guests.

Commercial Business: No store office or other place of business of any kind and no hospital, sanitarium or other place for the care or treatment of the physically or mentally ill shall be erected or permitted, and no business of any kind or character whatsoever shall be conducted from or located on any lot or unit other than: (Ref: Master Declaration Article 4.03)

1. The activities of the Association in furtherance of its powers and purposes; or
2. As expressly permitted in the Declaration; or
3. Home occupations prescribed by the rules and regulations of the Board and conducted according to the rules.

#### **Section 10- HOME OCCUPATION:**

It is recognized by the Master Declaration 4.04 that an Owner on his lot or unit can conduct certain home occupations without violation to the principle purpose of the residential use and enjoyment of the Property. Subject to applicable zoning regulations, the Rules may allow such commercial activities as may be unobtrusively conducted at a residence without odor, noise, traffic or parking congestion or any other noxious condition that would interfere with the residential use and enjoyment of the owners of adjacent or neighboring Property. Any permitted home occupation shall be conducted as a matter of grace resting in the sole discretion of the Board, and shall be allowed only as long as the Rules permit such occupation. The operation of any home occupation shall strictly conform with the Rules governing such activities which Rules may, without limitation of the scope of such Rules, restrict the number of employees and the hours of operation."

**Any home occupation will require a ‘Home Occupation Permit’ from Yavapai County Development Services and a VOCA “Application for Home Occupation” and must be approved by the Architectural Review Committee.**

### **Section 11 - LOT COMBINATIONS**

Any number of lots may be combined for the purpose of creating a single lot upon which to build a structure that conforms to applicable zoning and habitation requirements. This combination of lots shall be treated as one lot for the purpose of applying the architectural rules and regulations of the Village of Oakcreek Association.

Both lots will still be responsible for annual assessments to VOCA. Lot combinations require the approval of Yavapai County, VOCA Architectural Review Committee, and VOCA Board of Directors. Complete copies of this regulation and approval process are available at the VOCA office.

### **Section 12 - MEDICAL MARIJUANA**

For these purposes medical Marijuana is defined as any controlled substance used, possessed or cultivated in accordance with the rules and regulations outlined in Arizona Prop 203 passed in November 2010.

**Use and Cultivation of Medical Marijuana** – The use of Medical Marijuana is prohibited within any Village of Oakcreek Association or Oak Creek Country Club building or on any Village of Oakcreek Association or Oak Creek Country Club common areas. The cultivation of Medical Marijuana is prohibited within any Village of Oakcreek Association or Oak Creek Country Club common areas.

The use of Medical Marijuana on private property within the Association must be confined to the property boundaries so as to prevent noxious affects (smoke and/or odor) from entering adjoining properties. The cultivation of Medical Marijuana on private property within the Association must be conducted in a secure manner so as to prevent access by any unauthorized persons.

### **Section 13 – HOLIDAY LIGHTING AND DÉCOR**

Any holiday lighting and décor must be removed within two weeks following the holiday.

**EXHIBIT A**  
**Compliance Policy and Fine Schedule**

**Purpose:** *To ensure compliance with the Association’s Governing Documents (including the Articles of Incorporation, By-Laws, CC&Rs and the Rules and Regulations) and the laws of the State of Arizona, and to maintain, preserve, enhance, and protect the property values and assets of the community.*

1. The owner shall be advised in writing with a **Courtesy Notice** and the owner will be given 21 calendar days to correct the violation, contest the notice pursuant to statute or request an opportunity to be heard. The number of days given to correct the violation may be increased in the discretion of the Board.
2. If the owner does not comply with the request in the Courtesy Notice, the Association will send a **First Notice** that will specify (i) the provision of the Governing Documents that has allegedly been violated, (ii) the date the violation was observed, (iii) the monetary penalty that will be assessed against the Member if the violation is not cured, (iv) the name of the person(s) who observed the violation, (v) the process the Member must follow to contest the Notice, including the Member’s right to request and administrative hearing with the Arizona Department of Real Estate, and shall notify the Member of his or her right to be heard. The owner will be given 10 business days to correct the violation, contest the notice pursuant to the statute or request an opportunity to be heard.
3. If after 10 business days of sending the First Notice, the owner does not comply and does not request an opportunity to be heard, the Association will send a **Second Notice** which will specify (i) the provision of the Governing Documents that has allegedly been violated, (ii) the date the violation was observed, (iii) the monetary penalty that will be assessed against the Member if the violation is not cured, (iv) the name of the person(s) who observed the violation, (v) the process the Member must follow to contest the Notice, including the Member’s right to request and administrative hearing with the Arizona Department of Real Estate, and shall notify the Member of his or her right to be heard. The owner will be given 10 business days to correct the violation, contest the notice pursuant to statute or request an opportunity to be heard.
4. If after 10 business days of sending the Second Notice, the owner does not comply, does not contest and does not request an opportunity to be heard, the Association will send a **Final Notice** which will specify the amount of the monetary penalty (see schedule below), and/or turn the matter over to legal counsel for legal action. The Final Notice will be sent to the Member by certified mail with a Return Receipt acknowledgement and by regular U.S. mail service.
5. Nothing as set forth above will limit the Board’s right to take immediate legal action at any time, regardless of the presence or absence of notices hereunder, for any violation that the Board of Directors determines in its sole and absolute discretion requires immediate legal action.

**Fine Schedule**

Courtesy Notice: No fine

First Notice of Violation: Short Term Rentals: \$1,000 or 2X the advertised nightly rental, per day, whichever is the higher amount. There will be no cap on the fines issued.

All Other Violations: \$50.00



Second Notice of Violation:

Short Term Rentals: \$1,000 or 2X the advertised nightly rental, per day, whichever is the higher amount. There will be no cap on the fines issued.

All Other Violations: \$100.00

Final Notice of Violation:

Short Term Rentals: \$1,000 or 2X the advertised nightly rental, per day, whichever is the higher amount. There will be no cap on the fines issued.

All Other Violations: \$150.00

For violations other than short term rentals, if the violation continues without resolution after the final notice, a fine of \$150.00 shall be assessed every thirty (30) days until the violation is resolved. In addition, if the violation is not cured within sixty (60) days of the Final Notice, the Board shall have the right to remedy the violation and/or take further action to be determined by the Board to include legal action.

**EXHIBIT B**  
**CC&R VIOLATION APPEAL PROCESS**

- When a violation notice is sent to a homeowner, the notice includes a statement notifying the homeowner that they have the “RIGHT OF APPEAL”.
- When a homeowner wants to appeal a violation, they must send written notice by certified mail within 10 business days after the date of the notice that they are requesting an appeal of the violation.
- Appeals shall demonstrate extenuating circumstances which require deviation from the CC&Rs and/or Design Guidelines.
- Appeals shall include all pertinent backup information to support the existence of the extenuating circumstance.
- All decisions of the Board are final and may not be further appealed.
- Any appeal that does not meet the above requirements shall be heard by the Board and shall be considered DENIED.
- The homeowner appealing the violation will be given written notice that the appeal is scheduled.
- The appeal shall be heard in Executive Session.
- The homeowner who is appealing will be asked to state their case and present any documentation that is applicable.
- Each Board Member will have the opportunity to ask the homeowner specific questions regarding the appeal.
- Upon completion of the question and answer period, the Board President will state that the appeal has been heard and the Board will make their decision in closed session. Then “Written Notice” will be given to the homeowner of the Board’s decision within seven (7) working days.
- If the appeal is denied, the homeowner must bring the violation into compliance within ten (10) days. If the violation still exists after ten (10) days, the homeowner will be fined as outlined in the Fine Policy. In addition, the Board may seek legal action to remedy the violation.
- The homeowner has the option to petition for an administrative hearing on this matter in the Department of Real Estate pursuant to Arizona Revised Statutes Section 32-2199.01.