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VILLAGEOAK.0067

Attorneys for Plaintiff

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF YAVAPAI COUNTY**

Village of Oakcreek Association,

Plaintiff,

Complaint

v.

**Lance E. Bonham; JOHN DOES I-V,
inclusive; JANE DOES I-V, inclusive;
BLACK CORPORATIONS I-V,
inclusive; WHITE PARTNERSHIPS I-
V, inclusive; Unknown Heirs and
Devises of each of the above-named
Defendants, if deceased,**

Defendants.

(Breach of Contract; Injunctive Relief)

Tier 2

Plaintiff Village of Oakcreek Association (“Plaintiff” or “Association”) files this Complaint against Defendant Lance E. Bonham (“Defendant” or “Defendant Bonham”), and alleges and claims as follows:

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

1. The Association is an Arizona nonprofit corporation whose members are the owners of lots within the planned community known as Village of Oakcreek

1 Association located in Yavapai County, Arizona, with authority and capacity to institute
2 and prosecute this action in the State of Arizona.

3
4 2. Village of Oakcreek Association ("Association"), Plaintiff, is an owner's
5 association doing business in Yavapai County.

6 3. At all relevant times, title to the real property is and has been vested in
7 Defendant Bonham by virtue of a Quit Claim Deed recorded on January 23, 2017 at
8 document number 2017-0003706 Official Records of Yavapai County ("Vesting Deed"), a
9 true and correct copy of which is attached hereto as **Exhibit "A"**. Defendant Bonham,
10 is/are the reputed owner of the real property legally described as follows (the "Property"):
11

12 Lot 75, Cathedral View, according to the plat of record in Book 15 of
13 Maps, page 91, records of Yavapai County, Arizona

14 also described as 40 Rio Verde Circle, Sedona, Arizona 86351.

15
16 4. Prior to the recording of the Vesting Deed, the owner of the Property was
17 Bette Simmons, as Trustee of the Bette Simmons Living Trust, Dated September 30,
18 1996 and expressly lists Defendant as the beneficiary of the Trust.

19
20 5. The Association is authorized by The Village of Oakcreek Association
21 Master Declaration of Restrictive Covenants for all Property in the Village of Oakcreek
22 Restated & Amended recorded at document number 2014-0021505 on May 13, 2014, as
23 amended ("Declaration"), a copy of which is attached hereto as **Exhibit "B"** and
24 incorporated by this reference, to enforce, and to bring this action to enforce the
25 Declaration.
26
27
28

1 6. At the time the Property was conveyed to Defendant, Defendant had actual
2 and record notice of, and agreed to be bound by, the restrictions contained in the
3 Declaration, including the 2016 amendment recorded on November 17, 2016 at document
4 number 2016-0058316 and re-recorded on May 3, 2017 at document number 2017-
5 0021951 that adds Section 4.23 Leasing of Lots and Units; Restrictions and Limitations
6 to the Declaration (“Leasing Restriction”). See a copy of the recorded Leasing
7 Restriction attached hereto as **Exhibit “C”**.
8

9
10 7. The Declaration at Section 2(G) defines “Guest” to include tenant or any
11 other person who has an interest in a Lot, including a lessee. See **Exhibit “B”**.
12

13 8. The Declaration at Section 2(L) defines “Owner” to exclude “a lessee”. The
14 Declaration at 4.01 of the Declaration provides that no offensive of unlawful activity shall
15 be permitted on the Property. See **Exhibit “B”**.
16

17 9. The Declaration at 4.03 provides “no business of any kind or character
18 whatsoever shall be conducted from or located on the Lot or Unit other than: (1) The
19 activities of the Association in the furtherance of its powers and purposes; or (2) As
20 expressly permitted in the Declaration; or (3) Home occupations prescribed by the rules and
21 regulations of the Board and conducted according to the Rules.” See **Exhibit “B”**.
22

23 10. Since 2000, the rental, lease, or sale of dwelling units of the Lot in less than
24 thirty (30) day increments was expressly prohibited.¹
25

26 ¹ Specifically, the Property is not Defendant’s primary residence and is classified as such with the Yavapai County
27 Treasurer’s Office (i.e. Legal Class: Non-Primary) and with Yavapai County Assessor (i.e. Residential Other). The
28 Property is zoned as RIL, which means Residential; Single Family Limited, by Yavapai County Zoning, Planning &
Zoning Ordinances of Yavapai County (“PZO”) is the adoption of a comprehensive long term plan of development for
Yavapai County in order to conserve and promote the public health, safety, convenience, and general welfare. (PZO
§102). In June 2000, PZO was amended to specify that the rental, lease, or sale of dwelling units in less than thirty (30)

1 11. Any costs incurred by the Association in enforcing the Declaration, the
2 Articles, Bylaws, or Rules and Regulations shall be the obligation of the Owner of the Lot
3 against which enforcement is sought. The obligation to pay the cost of enforcement shall
4 be secured by the lien established in Section 8.05.01 of the Declaration. *See Exhibit "B"*.

6 12. The Association has employed counsel to prosecute this matter and is entitled
7 to all of its legal fees and costs expended to enforce the restrictions as set forth in Section
8 8.05 of the Declaration as well as A.R.S. § 12-341.01 and *Pinetop Lakes Ass'n v. Hatch*,
9 659 P.2d 1341, 135 Ariz. 196 (App. 1983). The Association may advance further sums
10 during the pendency of this action for costs of this action and other expenses.

13 13. Enforcement of the restrictions set forth in the contractual Declaration is
14 reasonable and necessary to protect the interests of the Association and its member
15 homeowners.

17 14. The individual defendants are, or at all times relevant hereto were, residents
18 of the State of Arizona, or have caused an event to occur in the State of Arizona out of which
19 the claims in this Complaint arose; all corporate defendants named above are, or at all times
20 material hereto were, doing business within the State of Arizona, or have caused an event
21 to occur in the State of Arizona out of which the claims in this Complaint arose.

23 15. Although Plaintiff believes, and therefore alleges, that each of the above-
24 named defendants is alive, it may be unable to effect personal service upon them or to prove

27 day increments is prohibited in residential zones. (PZO §701). In June 2001, PZO was amended to delete the term
28 "weekly and daily rentals" from the definition of Dwelling Unit. (PZO §701). The 2016 enactment of A.R.S. §11.269.27
prevents counties from prohibiting short-term rentals and, thereafter, the 2016 Leasing Restriction was adopted in
accordance with the Declaration.

1 that they are living and, therefore, has joined in this action the unknown heirs and devisees
2 of the above-named defendants, if deceased, if any.

3
4 16. The true names of defendants, John Does I-X, inclusive, Jane Does I-X,
5 inclusive, White Corporations I-X, inclusive, Black Partnerships I-X, inclusive, and Gray
6 Limited Liability Companies I-X, inclusive, are unknown to Plaintiff, and Plaintiff will
7 amend by substituting their true names by leave of Court whenever the same become known
8

9 17. This action claims nonmonetary relief in conjunction with claims for damages
10 under \$300,000. Unless the Court assigns this case to a different tier, this case is deemed to
11 be assigned Tier 2 based on the relief requested in Ariz. R. Civ. P. 26.2(C)(3).
12

13 **COUNT I**
14 **(BREACH OF CONTRACT – REQUEST FOR INJUNCTIVE RELIEF)**

15 18. The Association hereby re-alleges and incorporates each and every allegation
16 set forth above as though fully set forth herein.

17 19. The Leasing Restriction of the Declaration defines the term Lease to include
18 all agreements that give a non-Owner access to or right to use a Lot and prohibits Owners of
19 the Association from leasing their Lot for a term of less than thirty (30) days. *See **Exhibit***
20 **“C”**.
21

22 20. Specifically, 4.23 of the Declaration provides the following in relevant part:
23

24 “Lease” defined. As used herein, the term “Lease” is defined to include all
25 agreements, contracts, grants, memorandums, conveyances, lets, assignments,
26 or rents that give a non-Owner of a Lot or Unit access to or right to use a Lot
27 or a Unit. A Lease may exist whether it is in writing, or not, and regardless of
28 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”.

1
2 Further, Section 4.23 provides:

3 “Minimum Lease Term. No Owner shall lease a Lot or a Unit for a Lease term
4 of less than thirty (30) days”.

5 See **Exhibit “C”**.

6 21. AirBnB is an online source for vacation rentals. See www.airbnb.com.

7
8 22. Defendant’s AirBnB account or website reference number 38876513. See
9 Screenshot of the photos of the Lot on AirBnB 38876513 attached here to as **Exhibit “D”**
10 and incorporated into this Complaint, by reference.

11 23. In May 2021, two separate tenants, “Fernando” and “Braxton” left reviews on
12 Defendant’s AirBnB account regarding their lease experience of the Defendant’s Lot. See
13 AirBnB reviews for AirBnB 38876513 attached hereto as **Exhibit “E”** and incorporated into
14 this Complaint, by reference
15

16 24. On June 22, 2021, Plaintiff sent a Courtesy Notice to Defendant for leasing
17 his Lot for less than thirty (30) days. See copy of the June 22, 2021 Courtesy Notice as
18 **Exhibit “F”** and incorporated into this Complaint, by reference
19

20 25. In August 2021, a two-night rental (August 9, 2021 – August 11, 2021) of the
21 Lot was accepted through Defendant’s AirBnB account. See Screenshot of August 9, 2021
22 – August 11, 2021 AirBnB 38876513 booking attached hereto as **Exhibit “G”** and
23 incorporated into this Complaint, by reference.
24

25 26. In September 2021, two separate tenants “Craig” and “Christy” left their own
26 reviews regarding their lease experience of the Lot on Defendant’s AirBnB account. See
27 **Exhibit “E”**.
28

1 27. In October 2021, four separate tenants “LCyO”, “Jennifer”, “Erika” and
2 “Romela” left their own reviews regarding their lease experience of the Lot on Defendant’s
3 AirBnB account. *See* **Exhibit “E”**.

4
5 28. On October 11, 2021, Plaintiff sent a First Notice: Non-Compliance letter for
6 continuing to lease his Lot for less than thirty (30) days and levying \$2000 in fines (\$1000
7 was for a rental of less than thirty days in September 2021). *See* copy of First Notice: Non-
8 Compliance attached hereto as **Exhibit “H”** and incorporated into this Complaint, by
9 reference
10

11 29. On October 11, 2021, Defendant’s AirBnB rental calendar expressly states
12 that the Lot is available for rent for a “3-night minimum”. *See* Screenshot of AirBnB
13 38876513 booking calendar attached hereto as **Exhibit “I”** and incorporated into this
14 Complaint, by reference.
15

16 30. In October 2021, a two-night rental for November 14, 2021 - November 16,
17 2021 of the Lot was accepted through Defendant’s AirBnB account. *See* Screenshot of
18 November 14, 2021 – November 16, 2021 AirBnB 38876513 booking attached hereto as
19 **Exhibit “J”** and incorporated into this Complaint, by reference.
20

21 31. In November, 2021, four separate tenants, “Angela”, “Lisette”, “Tomas”, and
22 “Richard” left their own reviews regarding their lease experience of the Lot on Defendant’s
23 AirBnB account. *See* **Exhibit “E”**.

24
25 32. On November 19, 2021, Plaintiff sent a Second Notice: Non-Compliance
26 letter to Defendant for his ongoing violation of the Leasing Restriction of the Declaration
27 and \$4,000 was levied on his account as a result. *See* copy of the Second Notice: Non-
28

1 Compliance attached hereto as **Exhibit “K”** and incorporated into this Complaint, by
2 reference.

3
4 33. In November 2021, an eight-night rental for December 11, 2021 – December
5 18, 2021 of the Defendant’s Lot was accepted through Defendant’s AirBnB account. *See*
6 Screenshot of December 11, 2021 – December 18, 2021 AirBnB 38876513 booking attached
7 hereto as **Exhibit “L”** and incorporated into this Complaint, by reference.

8
9 34. In December 2021, a three-night rental for February 13 2022 – February 16,
10 2022 of the Defendant’s Lot was accepted through Defendant’s AirBnB account. *See*
11 Screenshot of the February 13, 2022 to February 16, 2022 AirBnB 38876513 booking
12 attached hereto as **Exhibit “M”** and incorporated into this Complaint, by reference.

13
14 35. On December 20, 2021, Plaintiff sent a Final Notice of Non-Compliance was
15 sent to Defendant for his ongoing violation of the Leasing Restriction of the Declaration and
16 a \$4,000 fine was levied. *See* copy of the Final Notice of Non-Compliance attached hereto
17 as **Exhibit “N”** and incorporated into this Complaint, by reference.

18
19 36. In January 2022, two separate tenants, “Rachael” and “Kendall” left their own
20 reviews regarding their lease experience of the Lot on Defendant’s AirBnB account. *See*
21 **Exhibit “E”**.

22
23 37. In February 2022, a nine-night rental for June 1, 2022 to June 10, 2022 of the
24 Defendant’s Lot was accepted through Defendant’s AirBnB account. *See* Screenshot of the
25 June 1, 2022 – June 10, 2022 AirBnB 38876513 booking attached hereto as **Exhibit “O”**
26 and incorporated into this Complaint, by reference.
27
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1
2 26. Further, the Declaration, specifically provides the provides the authority for
3 the Association to levy fines for violation of the Leasing Restriction. Specifically, Section
4 5.08, in relevant part, provides,

5
6 The Committee, by majority vote or written consent, shall adopt a schedule
7 specifying the recommended fines (or range of fines) for particular violations
8 (or categories of violations) of the restrictions. The schedule may be amended
9 from time to time by the Committee by majority vote or written consent. The
10 Committee may from time to tome also adopt, amend, and repeal, by majority
11 vote or written consent, such procedures, rules and regulation, not inconsistent
12 with the Master Declaration, Declaration, or By-Laws as may be desirable for
13 the performance of its duties.

14 27. Moreover, Section 5.21 of the Declaration, in relevant part, provides:

15 Excepting that a lien may not be recorded for unpaid fines or penalties, the effect of
16 a fin as well as the respective rights and obligations of the Association and the Owner
17 with respect to a fine, shall be the same as for assessments under the following
18 sections of Article VIII: Section 3, Collection of Assessments; Section 4, Personal
19 Obligation of Member; and Section 7 Estoppels Certificate.

20 28. A.R.S. §33-1803(B) authorizes the Association to impose monetary penalties
21 for violations of the Association's governing documents.

22 29. Prior to the imposition of fines for Defendant's violation of the Leasing
23 Restrictions, Defendant was provided notice and offered an opportunity for a hearing before
24 the Board.

25 30. Defendant failed and refused to request a hearing before the Board regarding
26 any one or the collective total of the monetary penalties/fines imposed on his account.

27 31. Defendant's account reflects a monetary penalty balance of \$16,500.00
28 through February 28, 2022 as a result of his violations of the Leasing Restrictions. Fines
will continue to accrue as Defendant continues to lease his Lot in violation of the Leasing

1 Restrictions. See Association Ledger for Lot attached hereto as **Exhibit "O"** and
2 incorporated into this Complaint, by reference
3

4 **COUNT III**
5 **(BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING)**

6 32. The Association hereby re-alleges and incorporates each and every allegation
7 set forth above as though fully set forth herein.
8

9 33. Arizona law implies into every contract a covenant of good faith and fair
10 dealing which prohibits a party to the contract from preventing other parties to the contract
11 from receiving the benefits of the contract.
12

13 34. By virtue of the above-alleged acts, Defendant is preventing the Association
14 from the benefit of the contractual Declaration by leasing his Lot for less than thirty day lease
15 terms.
16

17 35. Defendants' breach has directly and proximately resulted in damage to the
18 Association and its member homeowners.

19 **PRAYER FOR RELIEF**

20 1. The Association hereby re-alleges and incorporates each and every
21 allegation set forth above as though fully set forth herein
22

23 2. By virtue of Defendant's ongoing failure and refusal to comply with the
24 express terms of the Declaration's Leasing Restrictions, and by virtue of the Board of
25 Directors' legal duty to enforce those governing documents, the nonprofit Association has
26 been damaged in an amount equal to the attorneys' fees and costs incurred in bringing this
27 lawsuit on behalf of its remaining innocent members.
28

1 3. The Association, pursuant to Article 8, Section 8.05.01 of the Declaration,
2 A.R.S. § 12-341.01 and *Pinetop Lakes Ass'n*, has the power to bring this lawsuit for
3 injunctive relief and is entitled to seek all of its attorneys' fees and costs incurred as damages
4 for violation of the contractual Declaration. Specifically, the Declaration at Section 8.05.01,
5 in relevant part provides:
6

7 Any costs incurred by the Association in enforcing this Declaration, the
8 Articles, By-Laws, or Rules and Regulations adopted by the Association or one
9 of its Committees shall be the obligation of the Owner of the Lot or Unit against
10 which enforcement is sought. Such costs shall include, but not be limited to
11 reasonable attorney's fees, whether or not a suit is filed. The obligation to pay
the cost of enforcement shall be secured by the lien established in Section 8.05.

12 WHEREFORE, Plaintiff prays for judgment against the Defendants, and each of
13 them, as follows:


- 14 a. That this Court enter judgment in favor of the Association on each count
15 of the Complaint;
- 16 b. That Plaintiff be awarded a monetary judgment against Defendant Lance
17 E. Bonham, for the sums alleged to be owed to Plaintiff as and for violation
18 fines and related charges, along with the costs and expenses of the
19 litigation;
- 20 c. That Plaintiff be awarded its costs and attorneys' fees incurred herein
21 against Defendant Lance E. Brown;
- 22 d. That the sums alleged to be secured by the lien as provided by Section
23 8.05.01 of the Declaration are secured thereby and that the lien is a valid
24 lien upon the real Property described herein
- 25 e. That a preliminary and permanent injunction be issued ordering
26 Defendants to cure their violations ceasing to lease his Lot for less than
27 thirty day lease terms;
- 28 f. That a preliminary and permanent injunction be issued ordering
Defendants to comply with all aspects of the Declaration, Guidelines and

1 rules and regulations (“Governing Documents”) to which the Property is
2 subject;

- 3 g. That the Association be awarded its attorneys’ fees, expenses and costs to
4 be secured by the Association’s assessment lien pursuant to Section
5 8.05.01 of the Declaration; and
- 6 h. That the Association be awarded a monetary judgment against Defendant
7 Lance E. Bonham for the sums alleged to be owing Plaintiff for violation
8 fines, enforcement charges, and penalties along with the costs and
9 expenses of litigation as a result of his ongoing violation of the
10 Declaration’s Leasing Restrictions.
- 11 i. That Plaintiff have such other and further relief as this Court may deem
12 proper.

13 DATED this 5th day of April, 2022.

14 Carpenter, Hazlewood, Delgado & Bolen, LLP

15
16 By: 

17 Parker C. Fox
18 Charlene Cruz
19 1400 E. Southern Ave., Suite 400
20 Tempe, Arizona 85282
21 Attorneys for Plaintiff
22
23
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VERIFICATION

Deb Brewer declares and states as follows:

I am the Community Manager for Village of Oakcreek Association. I have read the foregoing Complaint and know the contents thereof; the matters and things stated therein are true and of my own knowledge, except those matters therein stated upon information and belief, and, as to those matters, I believe them to be true.

I declare and verify under penalty of perjury that the foregoing is true and correct.



Deb Brewer, Community Manager
Village of Oakcreek Association

Date: March ,2022

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EXHIBIT A



When Recorded Return to/
Send all Tax Statements to:

Lance E. Bonham
1019 Piliut Court
Sunnyvale, California 94087

Affidavit of Value Exemption
Per A.R.S. § 11-1134(B)(8)

QUIT CLAIM DEED

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, LANCE E. BONHAM, sole Trustee of the "BETTE SIMMONS LIVING TRUST," dated September 30, 1996, GRANTOR, does hereby grant and quit claim to LANCE E. BONHAM, a married man as his sole and separate property, GRANTEE, all right, title and interest of the GRANTOR in and to the following described real property situated in Yavapai County, Arizona:

Lot 75, CATHEDRAL VIEW, according to the plat of record in Book 16 of Maps, page 91, records of Yavapai County, Arizona.

TOGETHER WITH all improvements and structures situated thereon and all rights and privileges appurtenant thereto, to have and to hold unto GRANTEE, his successors and assigns forever.

SUBJECT TO current taxes and other assessments, reservations and patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

In compliance with the provisions of A.R.S. §33-404(B), the names and addresses of the beneficiaries of the BETTE SIMMONS LIVING TRUST, dated September 30, 1996,

for whom the GRANTOR held title to the property, is LANCE E. BONHAM, 1019 Pilinut Court, Sunnyvale, California 94087.



Lance E. Bonham
Trustee of the Bette Simmons Living
Trust, dated September 30, 1996.

12/23/2015
Date

STATE OF CALIFORNIA)
) ss:
County of _____)

The foregoing instrument was acknowledged before me this ____ day of December, 2015, by LANCE E. BONHAM, whose identity is personally known to me or was proven by satisfactory evidence, and who voluntarily signed the document in my presence for its stated purpose.

SEE ATTACHED
Notary Public

Seal:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer(s), not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

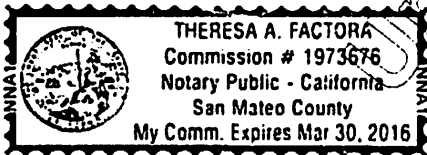
State of California
County of SAN MATEO

Subscribed and sworn to (or affirmed) before me
on this 23RD day of DECEMBER, 2017
by _____
Date Month Year

(1) LANCE BONHAM

(and (2) _____),

Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Theresa A Factora
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

EXHIBIT B

AD



Recorded at the request of:

VOCA
Nancy Shelley
When Recorded, MAIL TO:
690 Bell Rock Blvd
SeDona, AZ 86351

VOCA master Dees

THE VILLAGE OF OAKCREEK ASSOCIATION

Master Declaration of Restrictive Covenants

For All Property in the Village of Oakcreek

Restated & Amended

FEBRUARY 16, 1988

SEPTEMBER 21, 1996

OCTOBER 17, 1998

SEPTEMBER 6, 2003

APRIL 17, 2010

APRIL 19, 2014

D. Powers of regulation, control and enforcement of covenants, conditions and restrictions.

The Village of Oakcreek Association has adopted the within Master Declaration of Restrictive Covenants for all Property in the Village of Oakcreek as a prototype Declaration with the intent that the terms hereof may be adopted or incorporated in to the Declaration affecting Property in the Village of Oakcreek by reference to this instrument of record in the Office of the Yavapai County Recorder. The only members of the Village of Oakcreek Association are those properties described in the following subdivisions set forth on plats of record in the offices of Yavapai County, Arizona, recorded on the book of Maps and at the pages set forth below:

Subdivision	Book	Page
Bell Rock Plaza	12	58
Bell Rock Vista	13	6
Bell Rock Vista Unit Two	14	1
Bell Rock Vista III	14	60
Bell Rock Vista Four	14	59
Cathedral View	16	91
Fairway Oaks	12	64
Oakcreek	12	36
Oakcreek Unit II	12	67
Oakcreek Country Club East	13	25
Oakcreek Country Club West	14	71
Oak Shadows	14	75
Pine Creek	12	94
Pine Creek II	14	37
Red Rock Cove East	13	85
Red Rock Cove West	13	84
Ridgeview	13	38
Ridgeview Heights	15	36
Village Square Amended	14	51

2. DEFINITIONS:

Unless the content clearly indicates a different meaning, the following terms as used in this Declaration are defined as follows:

- A. "Articles" means the Articles of Incorporation of Village of Oakcreek Association that are filed in the Office of the Arizona Corporation Commission, as the Articles may be amended.
- B. "Association" means Village of Oakcreek Association, an Arizona non-profit corporation, its successors and assigns, formed as an entity through which the Owners may act in accordance with the Declaration, Articles, and By-Laws.
- C. "Board" means the Board of Directors of the Association.
- D. "Committee" means the Architectural Review and Restrictions Committee of the Association
- E. "Common Area" means real property, together with all Improvements situated thereon, owned by the Association and maintained for the common use and enjoyment of Owners and shall include, but not be limited to, the golf course, community center, community facilities, swimming pools, driveways, parking areas, and all other development or improvements thereon. "Common Area" shall not include any real property, improvements, or personal property acquired by the Association in lieu of foreclosure or trustee's

sale or through attachment, foreclosure, Sheriff's sale, Trustee's sale tax sale, redemption, or any other judicial, quasi-judicial, bankruptcy, or regulatory action.

- F. **"Declaration"** means a Declaration of Restrictive Covenants of a Subdivision, adopting or incorporating the provisions of this Master Declaration.
- G. **"Guest"** means an agent, servant, tenant, licensee or invitee of an Owner or any person or entity who has acquired any title or interest in a Lot or Unit by or through an Owner, including a lessee, mortgagee or any agent, servant, tenant, invitee or licensee of such person or entity.
- H. **"Lot"** means each parcel of real property designated as a lot on the Plat, and , where the context indicates or requires, shall include any Residential Unit, building, structure or other (s) that constitute a lien on a Lot or Unit.
- I. **"Master Declaration"** means this instrument, as it may be amended or restated from time to time.
- J. **"Member"** means a member of the Association. Members of the Association are the Owners of a Lot or Unit. There may only be one Member per Lot or Unit.
- K. **"Mortgage"** means a mortgage, deed to trust or other security instrument(s) that constitute a lien on a Lot or Unit.
- L. **"Owner"** means the record owner, whether one or more persons of Legal, beneficial or equitable title to fee simple interest to a Lot or Unit. In the case of Lots, the fee simple title to which is vested in a trustee pursuant to A.R.S., Section 33-801, *et seq.*, the Trustor shall be deemed to be the "Owner." "Owner" shall also include a purchaser under a contract for the conveyance of real property subject to the provisions of A.R.S., Section 33-741, *et seq.*, "Owner" shall not include (i) a person or entity holding an interest in a Lot or Unit merely as security for the performance of an obligation, or (ii) a lessee. "Owner" shall not include purchasers under contracts and receipts, escrow instructions or similar executory contracts that are intended to control the rights and obligations of the parties to such executory contracts pending the closing of sale or purchase transaction.
- M. **"Property"** means the common areas and all Lots and Units that become subject to the Master Declaration.
- N. **"Rules"** means the rules adopted and promulgated by the Board and the Committees.
- O. **"Subdivision"** means a subdivision in the Village of Oakcreek geographical area having a Declaration of Restrictions that adopts or incorporates the Master Declaration of Restrictive Covenants.
- P. **"Unit"** means any parcel of property described other than by subdivision lot number and includes a condominium unit as recognized and described by the Arizona Horizontal Property Regime.
- Q. **"Active Member"** means a Member who has made timely payment of annual assessments, dues, fees and/or fines and is in compliance with all rules and regulation adopted by the Association.
- R. **"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 three (3) persons not all so related, who maintain a common household in a adoption, or a group of not more than tree (3) persons not all so related, who maintain a common household in a Residential Unit.
- S. **"Visible from Neighboring Property"** means with respect to any given object, that the object is or would be visible to a person six feet tall standing at ground level on any part of the neighboring property.
- T. **"Exterior Alteration"** means any construction, installation, addition, alteration, repair, change, change of color, landscaping, removal, demolition, or other work that alters the exterior appearance of the Lot or Improvements located thereon.
- U. **"Improvement"** means any building, fence, wall or other structure or any swimming pool, tennis court, road, driveway, parking area, or any trees, plants, shrubs, grass or other landscaping Improvements of every type and kind.

3. BUILDING AND IMPROVEMENT STANDARDS:

3.01 Approval of Committee

No alteration of the terrain or improvement shall be erected, added, altered, placed or permitted to remain on any Lot or Unit (Exterior Alterations"), unless the plans and specifications therefore have been previously delivered to and approved in writing by the Committee.

3.02 Plans & Specifications

The plans and specification shall be submitted in duplicate and shall show in detail the design, elevations and heights, structural details, materials, finishes, site location and grades and shall include a landscaping and site plan of the building site proposed to be improved. A copy of the plans and specifications as finally approved shall be retained in the records of the Committee for three years.

3.03 Site Plans

Site Plans shall show:

1. Location of all easements
2. Dimensions and bearings of the boundaries of the Lot or Unit.
3. Existing grades and grade changes.
4. Structure Location.
5. Front, side and rear set-backs.
6. Driveways and parking areas.

3.04 Landscaping

A landscaping plan for each improved Lot shall be prepared in accordance with the Architectural Review Regulations and submitted to the Committee for approval prior to occupancy. Landscaping must be substantially completed in accordance with the approved plan within five-months from the date the plan is approved, unless otherwise permitted by the Committee.

3.05 Retaining Walls

Unless suitable retaining walls are constructed to support the earth, the natural angle of repose of the ground shall not be altered by excavation within five (5) feet of any boundary line of any Lot by other than a slope of twelve (12) inches horizontal to eight (8) inches vertical, provided, however, that nothing in this paragraph shall be construed to prevent any such alteration in any manner with or without retaining walls, as approved by the Committee.

3.06 Authority of Committee

The Committee shall have the authority to refuse to approve any plans or specifications or site plans, which are not compatible with the natural environment of the Village of Oak Creek or are not suitable or desirable, in its discretion, for aesthetic reasons, and in acting upon plans, specifications and grading plans, it shall have the right to take into consideration the architectural design of the proposed improvement or structure, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings and the effect of the proposed improvement or structure on the view or outlook from adjacent or neighboring property.

- 3.06.01** The approval by the Committee of any Exterior Alteration pursuant to this Section shall not be deemed a waiver of the Committee's right to withhold approval of any similar alteration subsequently submitted for approval

- 3.06.02 The Committee shall have the right to set and charge fees for reviewing requests for approval of any Exterior Alteration pursuant to this Section which fee shall be payable at the time of the application for approval is submitted to the Committee.
- 3.06.03 The approval required of the Committee pursuant to this Section shall be in addition to, and not in lieu of, any approval or permits that may be required under any federal, state, or local law, statute, ordinance, rule or regulation.
- 3.06.04 The Committee Rules may include approval requirements and criteria which, unless specifically preempted, are more restrictive than those established by any federal, state or local law, statute, ordinance, rule, or regulation.
- 3.06.05 The Committee may, at its option and in extenuating circumstances, grant variances from the restrictions, limitations, rules and regulations of the Association and the Committee, if the Committee determines in its discretion that (i) a restriction, limitation, rule or regulation would create unreasonable hardship or burden on the Owner or Lessee and (ii) that the Exterior alteration permitted under the variance will not have any substantial adverse effect on the other Owners or Lessees and is consistent with the high quality of life intended for the members of the Association.

3.07 Additional Permitted Structures

No improvements other than Committee-approved structures shall be erected, moved onto, or permitted to remain on any Lot or Unit.

3.08 Contractors and Time of Completion

Each structure (for purposes of this section only, "structure" does not include sheds or other small out buildings) shall be constructed by a contractor licensed by the State of Arizona for the work. Construction must be pursued diligently and all building shall be substantially completed and present a finished exterior appearance within five months after commencement of construction.

The Committee may waive the licensed contractor requirement for any Owner it deems qualified to act as his own prime contractor, provided a bond or collateral is posted to insure completion of the building. The amount of such bond shall be fixed by the Committee.

- 3.08.01 Upon receipt of approval from the Committee for an Exterior Alteration, the Owner who requested such approval shall commence work on the Exterior Alteration approved by the Committee as soon as practicable.
- 3.08.02 Any change, deletion, or addition to the plans and specifications approved by the Committee, including plans deemed approved as a result of the Committee's failure to act, must be submitted and approved in writing by the Committee. Failure to submit change, deletions, or additions to previously approved plans shall void the original approval.

4. GENERAL LAND USE REGULATIONS:

4.01 No Unlawful Activities

No offensive or unlawful activity shall be permitted on the Property, nor shall anything be done thereon which may become an annoyance or nuisance to occupants of any portion of the Property.

4.02 Residential Use

Where restricted by the Declaration for residential use by a Single Family, an Owner shall not occupy or use his or her 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 guests.

4.03 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:

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.

4.04 Home Occupation

It is recognized by this Declaration that certain home occupations can be conducted by an Owner on his or her Lot or Unit without violation to the principal 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.

4.05 Drilling Operations

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on the Property.

4.06 Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept except that dogs, cats or other household pets may be kept on the Owner's Lot or Unit, subject to the Rules adopted by the Board.

4.07 Fencing

There shall be no fencing except for specific purposes such as screening, child containment, animal control or architectural effect. Plans showing the length, height, design, materials, finishes and colors of fences must be submitted to and approved in writing by the Committee.

4.08 Storage of Personal Property

Tools, machinery, household effects, toys containers, boxes, materials, or other items that degrade the appearance of the yards shall be so stored as to be concealed from public view, except that basketball hoops may be erected which are visible from neighboring property.

4.09 Laundry Areas

Any exterior laundry drying area shall be screened so as to not be visible from adjacent or neighboring Property or any common area or roadway. Such screening may be trees, bushes, shrubbery or other materials approved by the Architectural Committee.

4.10 Limitation on Habitation

Unless expressly permitted by the Declarations, no structure of a temporary character, motor home, mobile home, trailer, camper, tent shack or basement or garage shall be used on any Lot or Unit at any time for human habitation.

4.11 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.

4.12 Noxious Activities

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 that may be or become an annoyance, nuisance or hazard to others. No sounds that 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 shaded or diffused so as to not create a nuisance or annoyance to others.

4.13 Limitation 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, except wholly inside a garage. Disabled Vehicles and equipment shall be stored in a garage or removed from the Property. Adequate paved off-street parking space to accommodate the intended use of the Owner's Lot shall be provided and no Owner shall park or permit others to park on unpaved portions of the Property. Unless expressly permitted by the Declaration, no commercial vehicle, industrial equipment, recreational vehicle, boat trailer, utility trailer, mounted or un-mounted camper, motor home, travel trailer or mobile home shall remain on the Property unless located inside a closed garage or area screened from public view in a manner approved by the Committee.

4.14 Lot Split

Unless otherwise prohibited by the Declaration, a lot may be divided for sale or encumbrance but no part of a Lot shall be improved unless:

1. The part to be improved is included in the building site designated on a site plan approved by the Committee, and
2. The improvement or structure approved for construction will not increase the density of the subdivision, or
3. In the case of the re-subdivision of a tract in a subdivision, the re- subdivision is approved by the Board.

4.15 Antennas, Towers, Etc.

There shall be no exterior television, radio or other electronic antenna, mast or tower on the Property without prior written approval of the Committee.

4.16. Easements

4.16.01 Utility Easement Easements for utilities, drainage or other purposes shall not be obstructed in a manner which interferes with the purpose of the easement., The area of each Lot or Unit encumbered by any easement shall be maintained by the Owner of the Lot or Unit.

4.16.02 Easement in Favor of the Association The Lots are hereby made subject to the following easement in favor of the Association and its directors, officers, agents, committees, employees, and independent contractors:

- a. For the inspection of the Lots at reasonable times to verify the performance by Owners of all items of maintenance and repair for which they are responsible;

- b. For inspection and remediation of violations of the use restrictions contained in this Master Declaration or the adopted Covenants, Conditions and Restrictions which are in force;
- c. For correction of emergency conditions in one or more Lot;
- d. For the purpose of enabling the Association, Board, Architectural Review Committee, the Restrictions Committee, or any other committees appointed by the Board, and their agents or employees to exercise and discharge their respective rights, powers and duties under the Association's Articles of Incorporation, By-Laws, Master Declaration, rules, and regulations.
- e. For the purpose of inspection of the Lots (a) to verify that the provisions of the Master Declaration are being complied with by the Owners, their guests, tenants, invitees, and other occupants of the Lot, and (b) to satisfy disclosure requirements, if any, of applicable law.

4.17 Easements on the Common Area

Every Owner shall have the non-exclusive right and easement of use and enjoyment in the common areas subject to the following provisions;

1. The right of the Board to charge reasonable admission and other fees for the use of any Association facilities situated upon the common areas;
2. The right and power of the Board to sell or encumber common areas pursuant to the provisions of this Declaration, the Articles and By-Laws;
3. The right of the Board to prohibit access to, restrict and control the use of the common areas;
4. Active Members shall have voting rights and the right to use Association facilities; and
5. The right and power of the Board to grant easements or licenses on common areas to:
 - a. Any CATV, public utility or municipal corporation, or sanitary or improvement district.
 - b. Any lot Owner for drainage or access purposes.
6. The right of Association to suspend the right of an Owner or Lessee and such Owner's or Lessee's family, tenants and guests to use the Common Area if such Owner is more than fifteen (15) days delinquent in the payment provisions of the Mater Declaration, rules or regulation of the Association and has failed to cure such violation with fifteen (15) days after the Association notifies the Owner of the violation.

4.18 Licenses to Guests

Guests, including, but not limited to members of the public, shall have such revocable licenses for the use of the common areas, including the Golf Course, as are specifically provided by the Rules & Regulations of the Board.

4.19 Limitations to Land Use of Golf Course

This Declaration is made by the Village of Oakcreek Association ("Declarant"), as present owner of, and to establish the nature of use and enjoyment of, the real property located in Yavapai County, Arizona, which is more particularly described in Exhibit B attached hereto (The "Golf Course"). Declarant declares the Golf Course to be subject to the following express covenants, stipulations and restrictions, all of which are to be construed as restrictive covenants running with the title to the Golf Course:

1. The Golf Course shall be used solely as a golf course, as such term is defined in A.R.S. 42-13151 or any successor statute thereto.
2. The covenants and restrictions set forth in Paragraph 1 hereof shall run with the land and shall bind all owners of the Golf Course and their heirs, legal representatives, successors, and assigns for a period of eleven years; provided however, that on the date one year from the effective date hereof and each anniversary date thereafter, the term of the covenants and restrictions set forth in Paragraph 1 hereof shall be extended automatically by one year (so that the restriction will always apply for at least ten years) unless and until the holder(s) of the legal and equitable title to the Golf Course execute and record an amendment to this Declaration that specifies otherwise.
3. Except as otherwise provided in Paragraph 2 hereof, or in A.R.S.42-146, no third party shall, by reason of this Declaration, acquire any rights of interest with respect to the use of the Golf Course.

4.20 Limitations to Land Use of Common Areas

This Declaration is made by the Village of Oakcreek Association ("Declarant"), as present owner of, and to establish the nature of use and enjoyment of, the real property located in Yavapai County, Arizona, which

is more particularly described in Exhibit C attached hereto (the "Common Areas"). Declarant declares the Common Areas to be subject to the following express covenants, stipulations and restrictions, all of which are to be construed as restrictive covenants running with the title to the Common Areas:

1. The Common Area shall be used solely as common area of the Association, as such term is defined in A.R.S.42-13402 or any successor statute thereto.
2. The covenants and restrictions set forth in Paragraph 1 hereof shall run with the land and shall bind all owners of the Common Areas and their heirs, legal representatives, successors and assigns for a period of eleven years; provided however, that on the date one year from the effective date hereof and each anniversary date thereafter, the term of the covenants and restrictions set forth in Paragraph 1 hereof shall be extended automatically by one year (so that the restriction will always apply for at least ten years) unless and until the holder(s) of the legal and equitable title to the Common Area execute and record an amendment to this Declaration that specifies otherwise.

4.21 Drainage

No residential unit, structure, building, landscaping, fence, wall, or other Improvement shall be constructed, installed, placed, or maintained in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the established drainage plans or pattern, or any part thereof, or for any Lot as shown on the drainage plans on file with Yavapai County.

4.22 Variances

The Board may, at its option and in extenuating circumstances, grant variances from the restrictions, limitations, rules and regulations set forth in this Article, the Association Rules, or the Architectural Rules if the Board determines in its discretion that (a) a restriction, limitation, rule, or regulation would create an unreasonable hardship or burden on an Owner or Lessee, and (b) that the activity permitted under the variance will not have any substantial adverse effect on the other Owners or Lessees or the Association and is consistent with the high quality of life intended for the residents of the Association.

5. THE ARCHITECTURAL REVIEW & RESTRICTIONS COMMITTEE

5.01 Committee Composition

The membership of the Architectural Review and Restrictions Committee (ARRC) shall be fixed by the Board of three (3) to seven (7) regular Committee members and two (2) alternate Committee members. No Committee member shall be required to be an architect. A Committee member may not be an officer of the Association but must be an Active Member of the Association. A.R.S. § 33-1817 (2013) requires membership shall include at least one member of the Board of Directors who shall serve as chairperson of the Committee.

5.02 Alternate Members

In the event of the absence or anticipated absence from a Committee meeting of any regular Committee member for any reason, the regular Committee members in attendance, even though less than a quorum, shall designate an alternate Committee member to act in the place of each absent regular Committee member.

5.03 Appointment and Removal

The right to appoint or remove any one, or all regular or alternate Committee members at any time, shall be and is hereby vested solely in the Board.

5.04 Resignations

A regular or alternate Committee member may resign from the Committee by giving written notice thereof to the Board.

5.05 Duties

It shall be the duty of the Committee to consider and act upon all proposals or plans submitted to it; to enforce property restriction in the Master Declaration, Declaration, and Architectural Control Regulations (collectively the "Restrictions") by levying fines on violators pursuant to a schedule of fines which the Committee shall adopt; to perform other duties delegated to it by the Board; to understand the necessary Committee rules, requirements, regulations, definitions and standards; and to carry out all other duties imposed on it by the Master Declaration, Declaration, By-Laws, Rules and Regulations. The Committee's authority to levy fines shall not preclude an action by the Committee for injunctive relief as provided in the Master Declaration, or Architectural Control Regulations. In any particular case the Committee, at its sole discretion, may levy a fine, seek injunctive relief, or pursue both remedies.

5.06 Meetings

The Committee shall meet as necessary to perform its duties. The vote or written consent of a majority of the Committee, at a meeting or otherwise, shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any provision of the Master Declaration, Declaration, By-Laws, Rules or Regulations. The Committee shall keep and maintain a written record of all actions taken by it at meetings or otherwise.

5.07 Architectural Review and Restrictions Committee Control Regulations

The Committee may, in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Control Regulations". The Regulations shall interpret and implement the Master Declaration and any other Declarations by setting forth the standards and procedures for Committee review, and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Property.

5.08 Schedule of Fines

The Committee, by majority vote or written consent, shall adopt a schedule specifying the recommended fines (or ranges of fines) for particular violations (or categories of violations) of the restrictions; provided, however, that no fine shall exceed the sum of \$50.00 per day per violation. Subject to the \$50.00 limitation, the schedule may be amended by the Committee by majority vote or written consent. The Committee may also adopt, amend, and repeal, by majority vote or written consent, such procedures, rules and regulations, not inconsistent with the Master Declaration, Declaration, or By-Laws, as may be desirable for the performance of its duties.

5.09 Waiver

The approval by the Committee of any plans or specifications for any work done or proposed, or for any other matter requiring the approval of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, specification or matter subsequently submitted for approval.

5.10 Non-Waiver

Any failure to act by the Committee with respect to a particular violation of the restrictions shall not be deemed a waiver of the Committee's right to act with respect to subsequent violations by the same Owner or others. Any action with respect to a particular violation shall not be deemed a waiver of the Committee's right to take a different action with respect to subsequent violations.

5.11 Liability

Neither the Committee nor any Committee shall be liable to the Association, any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval or disapproval of any plans, or specifications, whether or not defective;
- b. The construction or performance of any work, whether or not pursuant to approved plans or specifications;
- c. The development of portion of the Property;
- d. The execution and filing of any estoppel certificate, whether or not the facts therein are correct; or

- c. Any action of the Committee or any Committee member thereof in connection with Committee business; provided, however, that with respect to the liability of a committee member, the committee member has acted in good faith on the basis of information possessed by him or her. Without in any way limiting the generality of any of the foregoing provisions of this section, the Committee, or any Committee member may, but is not required to, consult with or hear the view of the Association or any Owner with respect to any plans, specifications, or any other matter submitted to the Committee.

5.12 Request for Approval of Plan and/or Specifications

Request for the Committee's approval of plans or specifications, together with the plans or specifications and any other information which the Committee may reasonably request, shall be submitted in writing to the Committee at least twenty (20) business days prior to the date on which construction is to commence, the Committee shall notify the Owner in writing of its decision either approving or rejecting the plans and specifications. In the event the Committee rejects the plans and specification, the Committee shall set forth in the notice the reason for the rejection. The decision of the Committee shall be final if the Owner fails to request a hearing in accordance with the procedures outlined in Section 5.14.

5.13 Failure to Act on Plans and/or Specifications

In the event the Committee shall fail to approve, disapprove or otherwise act on plans or specifications within twenty(20) business days after receipt of the written request, plans, specifications, or other information requested by the Committee, approval thereof shall be deemed to have been given; provided, however, any dwelling, building or structure embraced by the plans and specifications shall be of masonry or frame construction and the location and size of the dwelling, building or structure shall not be in violation of any of the restrictions contained in the Master Declaration, Declaration, or any applicable law, rule, or regulation of any governmental body or agency having jurisdiction thereof.

5.14 Right of Hearing on Plans and/or Specifications

Should the Committee reject or disapprove the plans and specifications as submitted, the Owner, within ten (10) business days from the date of written notice of rejection or disapproval, may request in writing a hearing before the Committee. The request for the hearing shall be mailed or delivered to the Committee at the Association's principal office, 690 Bell Rock Boulevard, Sedona, Arizona 86351. The Committee upon receipt of the written request for a hearing, shall fix a date, time, and place for the hearing and shall notify the Owner in writing of the date, time and place of the hearing at least five (5) business days prior to the hearing date. The date of the hearing shall be fixed no later than twenty (20) business days after receipt of the written request for hearing. At the hearing, the Owner shall be afforded the opportunity to be heard and to present evidence, both oral and documentary, concerning the rejection of the plans and specifications. Upon conclusion of the hearing the Committee shall determine, by majority vote, whether its prior decision concerning the plans and specifications shall be affirmed or reversed. Written notice of the Committee's decision shall be mailed to the Owner within five (5) business days from the date of the hearing. The decision of the Committee shall be final if the Owner fails to exercise the right of appeal in accordance with the procedures set forth in Section 5.15.

5.15 Right of Appeal on Plans and/or Specifications

In the event the Owner is dissatisfied with the decision of the Committee rendered in accordance with Article V, Section 14, the Owner may appeal the decision to the Board. The right of appeal shall be exercised by the Owner within ten (10) business days from the date the Committee mails notice of its decision to the Owner. The notice of appeal shall be in writing addressed to both the Committee and the Board. The Board, upon receipt of the written notice of appeal, shall fix a date, time and place for the hearing on appeal and shall notify in writing the Committee and the Owner of the date, time and place of hearing at least five (5) business days prior to the hearing date. The date of the hearing shall be fixed no later than twenty (20) business days after receipt of the notice of appeal. At the hearing on appeal both the Committee and the Owner shall be afforded an opportunity to be heard and to present evidence, both oral and documentary, concerning the decision of the Committee. Upon conclusion of the hearing on appeal, the Board shall then determine, by majority vote of all Directors, whether the decision of the Committee shall be affirmed or reversed. Written notice of the Board's decision shall be mailed to the Committee and

the Owner within five (5) business days from the date of the hearing on appeal. The decision of the Board shall be final.

5.16 Notice of Violation

No action shall be taken with respect to any reported violation of the restrictions until the Compliance Coordinator has observed the property to determine that violation exists. If the Compliance Coordinator is denied access to the property by the Owner, the violation shall be deemed to exist.

The Compliance Coordinator shall provide written notice of each violation to the Owner of the property on which the violation exists, as determined with reference to the Association's membership book. The notice shall specify:

- a. The nature of the violation, including the particular restriction being violated;
- b. The date of the violation or the date the violation was observed;
- c. The first and last name of the person who observed the violation;
- d. The process the unit/lot owner must follow to contest the notice;
- e. The steps required to comply with the restriction;
- f. The time period allowed for compliance (i.e, before a fine will be assessed); and
- g. The consequences of noncompliance, including the potential fine.

The notice may be issued by any Compliance Coordinator and mailed or delivered to the Owner. The unit/lot owner who receives the written notice that the condition of the property owned by the unit/lot owner is in violation of a requirement of the Association's documents may provide VOCA with a written response by sending the written response by certified mail to VOCA principal office with ten (10) business days.

5.17 Report of Noncompliance/Notice of Fine

As soon as practicable after the compliance deadline stated in the notice of violation, the Compliance Coordinator shall inspect the property to determine whether the violation has been cured. If the Compliance Coordinator is denied access to the property by the Owner, the violation shall be deemed to be continuing. The Compliance Coordinator who inspects the property shall prepare a brief report of compliance or noncompliance. If the violation has not been cured, the report shall recommend an appropriate fine pursuant to the Committee's schedule of fines. The Committee shall review the report and, pursuant to the vote or written consent of a majority of the Committee, shall accept, reject, or modify the recommended fine. Written notice of the fine (or other action of the Committee) shall be issued to the Owner as soon as practicable.

5.18 Assessment of Fine

A. The notice of fine shall specify:

- a. The amount of fine. Any fine computed on a daily basis shall be retroactive to the deadline for compliance specified in the original notice of violation.
- b. Deadline for payment.
- c. Method of payment.
- d. Procedure for requesting a hearing.
- e. Consequences of non-payment.

The Schedule of fines is maintained at the VOCA Office and is available for review by Owners.

B. In the case of continuing or persistent violations:

1. Each day the violation continues after written notice thereof shall be deemed a separate and distinct violation, and shall be subject to a separate daily fine of, up to a maximum of sixty (60) daily fines.
2. For any such violation that cannot be cured within the time allowed in the Notice of Violation, no further fines shall be levied after such time as the Member begins a good faith cure of the same, within a reasonable time frame approved by the Architectural Review and Restrictions Committee.

C. Remediation:

1. If such a persistent or continuing violation is not cured within sixty (60) days, the Architectural Review and Restrictions Committee or its agent, in its absolute discretion, may enter onto the Lot and effect remediation of the violation. The cost of such remediation shall be provided to the owner of the Lot upon completion of the remediation. If such cost of remediation is not paid to the Association within (15) days, than such cost shall be subject to the same terms and conditions as any other past due charges against the property.
 2. The Architectural Review and Restrictions Committee may require the Member to post a bond or other form of security to ensure future compliance.
- D. For any period during which any fines and penalties, together with interest and late charges, cost of collection, remediation and reasonable attorney's fees levied against or charged to a Lot or Owner thereof remain unpaid, the Board may suspend (i) the Owner's right to vote as a member of the Association and (ii) the Owner's right to use any of the recreational facilities which are part of the Common Area.

5.19 Right of Hearing on Violations and/or Fines

If the Owner wishes to dispute the fine, a written request for hearing shall be provided to the Committee within ten (10) business days after the Owner receives the notice of fine. The request for hearing shall be mailed or delivered to the Committee at the Association's principal office, 690 Bell Rock Boulevard, Sedona, Arizona 86351. As soon as practicable after receiving the request for hearing, the Committee shall fix a date, time, and place for the hearing and shall notify the Owner in writing at least ten (10) business days before the hearing date. The hearing date shall be no later than twenty (20) business days after the Committee receives the request for hearing.

The Chairperson of the Committee shall preside at the hearing, which shall be an informal proceeding. A written record, which need not be a verbatim transcript, shall be kept unless the parties agree to have the hearing recorded on tape. The Owner may be represented by an attorney or other qualified person, provided that written notice is given to the Committee at least three (3) business days before the hearing. The Owner shall be solely responsible for any fees or other expenses of such attorney or representative. With five (5) business days after the hearing, the Committee shall inform the Owner of its decision in writing. The Committee may take any action which seems reasonable under the circumstances including, without limitation, upholding, reducing, or vacating the fine or extending the time for compliance. The action shall be approved by the vote or written consent of a majority of the Committee.

5.20 Right of Appeal on Violation and/or Fines

The Committee's decision shall be final unless the Owner mails or delivers a written notice of appeal to both the Committee and the Board within ten (10) Business days after receiving the Committee's decision. As soon as practicable after receiving the notice of appeal, the Board shall fix a date, time and place for a hearing and shall notify the Owner in writing at least five (5) business days before the hearing date. The hearing date shall be no later than twenty (20) business days after the Board receives that notice of appeal. The hearing shall be conducted in substantially the same manner as the hearing before the Committee. Both the Owner and the Committee may present documentary evidence and testimony. The decision of the Committee shall be upheld unless majority of the Board finds the decision was arbitrary or clearly not supported by substantial evidence. Upon such finding, the Board may take any action as seems reasonable under the circumstances. The Board's decision shall be communicated to the Owner and the Committee within five (5) business days after the hearing and shall be final.

5.21 Fines have same effect as Assessments

Excepting that a lien may not be recorded for unpaid fines or penalties, the effect of a fine, as well as the respective rights and obligations of the Association and the Owner with respect to a fine, shall be the same as for assessments under the following sections of Article VIII: Section 3, Collection of Assessments; Section 4, Personal Obligations of Member; and Section 7 Estoppels Certificate.

6. VILLAGE OF OAKCREEK ASSOCIATION:

6.01 The Association

The Association is a non-profit Arizona Corporation charged with the duties and invested with the powers prescribed by law and set forth in the Declaration, The Master Declaration, the Articles, By-Laws and Rules of the Association as the same may be amended from time to time.

6.02 Membership and Voting Rights

All Owners shall be members of the Association and each shall automatically become a member upon becoming an Owner. There shall be one (1) membership for each Lot or Unit. Each Member shall be entitled to one (1) vote for each Lot or Unit owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit.

6.03 Board of Director and Officers

The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and the By-Laws, as the same may be amended.

6.04 Personal Liability

No member of the Board or any Committee of the Association, nor any officer, agent or employee of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, its Board or Committee or any officer agent or employee of the Association, or any member of the Board or Committee, provided that such person has, upon the basis of such information as may be possessed by him or her, acted in good faith, without willful or intentional misconduct .

7.00 THE BOARD:

7.01 General Powers

The Board shall manage the business and affairs of the Association and may exercise all such authority and power of the Association and do all such lawful acts and things as are not by law, the Declaration, Articles and By-Laws directed or required to be exercised or done by the members. The powers of the Board shall encompass, but not be limited to, all of the rights and duties of the Board as set forth elsewhere in this Declaration, Articles and By-Laws.

7.02 Association Rules

The Board shall have the power to adopt, amend, repeal and enforce such rules ("Rules") as are consistent with its general powers. Without limitation of the foregoing, the Rules may restrict and govern the use of the private roadways common areas, and Association facilities, and establish charges for the use of the common areas and Association facilities. The Board may delegate the duties of enforcement of the Rules as appear in the best interests of the Association and to the extent permitted by law. A copy of the Rules as adopted, amended or repealed shall be mailed or otherwise delivered to each Owner.

7.03 Variances

Subject to applicable zoning regulations, the Board may upon a joint application of an Owner and the Committee authorize in specific case such variance from the Building and Improvement Standards (Section 3) and the General Land Use (Section 4) provisions of this Declaration as will not be contrary to the general interests of the Property, where owing to specific conditions, a literal enforcement of the provisions will in the Board's opinion result in unnecessary hardship

8.00 ASSESSMENTS:

8.01 Duty of Membership

For the purpose of construction, maintenance and improvement of common areas and Association facilities, and of any and all common community services of every kind and nature necessary or desirable in areas owned, acquired by or under the jurisdiction of the Association for the general benefit and use of members, each Owner, in accepting a deed or contract of purchase for any Lot or Unit, whether or not it shall be expressed in the deed or contract, agrees to and shall be a member of and be subject to the obligations, duly enacted By-Laws, and Rules, and to pay any assessment levied against the Owner's Lot or Unit by the Association pursuant to this Declaration.

8.02 Levy of Assessments

The Association shall have the right and power to levy yearly Assessments against each Lot and Unit. All such assessment shall be equalized for all Lot or Unit owners in the sum of one hundred eighty dollars (\$180.00). They shall be billed annually and are payable within thirty (30) days of the date due. Unpaid assessments shall be subject to a reasonable late charge and shall bear interest in an amount and at a rate fixed by the Board.

8.02.01 Transfer, Refinance and Disclosure Fees

Each Purchaser of a Lot shall pay to the Association immediately upon becoming the Owner of the Lot a transfer fee in such amount as may be established from time to time by the Board. Any owner of a Lot who sells or refinances his or her Lot and requires a status or disclosure statement from the Association in connection therewith shall pay to the Association a refinance or disclosure fee in such amount as may be established by the Board from time to time. Fees charged pursuant hereto shall be secured by a lien against the Lot as provided in Section 8.05.

8.03 Collection of Assessments

Each Owner of a Lot or Unit agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, such Owner in default agrees to pay reasonable attorney fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against the Owner in default. In the event of a default in payment of any assessment when due, and in addition to any other remedies herein or by law provided, the Association may enforce each obligation in any manner provided by law, or in equity, or without any limitation of the foregoing, by any of the procedures provided herein.

8.04 Personal Obligations of Member

The amount of each assessment shall be a separate, distinct and personal debt and obligation of the Owner of the Lot or Unit against which the assessment has been made at the time such assessment is made and shall bear interest at the rate fixed by the Board. The Board shall have the right to impose a reasonable late charge for the delinquent payment of any assessment or installment thereof. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may exempt themselves or avoid or diminish any personal obligation or liability for payment of any assessment by waiver of the use or enjoyment of any of the private streets, common areas and Association facilities or by abandonment of the Property. The purchaser of a Lot shall be jointly and severally liable, except as otherwise provided herein, with a selling Owner for all unpaid assessments due from such member up to the time of sale, without prejudice, however, to the right of such purchaser to recover from such seller any and all amounts paid by him to secure or defray the amount of unpaid assessments.

8.05 Lien for Assessments

The amount of any assessment, together with late charges thereon, interest and costs, including reasonable attorney fees, shall become a lien upon the Lot or Unit assessed.

To evidence any such lien, the Association may record in the Office of the County Recorder of Yavapai County, Arizona, a written notice of lien setting forth the amount of the assessment, the due date thereof, or for the installment thereof not paid, the amount thereof remaining unpaid, the name of the Owner and a description of the lot. No notice of lien shall be recorded until a delinquency occurs in payment of the assessment or appropriate installments due. Such lien shall be superior to all other liens and encumbrances, recorded or unrecorded, except for valid tax and special assessment liens on the lot in favor of any governmental or other valid constituted taxing authority, and the lien of any bona fide first mortgage or deed of trust thereon which is recorded in the office records of the County Recorder of Yavapai County, Arizona.

8.05.01 Costs of Enforcement

Any costs incurred by the Association in enforcing this Declaration, the Articles, By-Laws, or Rules and Regulations adopted by the Association or one of its Committees shall be the obligation of the Owner of the Lot or Unit against which enforcement is sought. Such costs shall include, but not be limited to, reasonable attorney's fees, whether or not suit is filed. The obligation to pay the cost of enforcement shall be secured by the lien established in Section 8.05.

8.06 Foreclosure of Lien

The Association may foreclose the assessment lien in accordance with the then prevailing Arizona law relating to the foreclosure of realty mortgages and may recover a deficiency judgment against persons obligated for the assessment if the judicial sale of the Property does not satisfy the judgment. In any foreclosure, the Owner shall be required to pay the cost and expenses of the proceedings, any assessment or installments thereof becoming due during the pendency thereof, and costs, including reasonable attorney fees. The Association acting on its own behalf shall have the power to bid in and purchase the Property at foreclosure sale and to hold, lease, mortgage, convey and thereafter deal with the property as the Owner thereof, subject to the right of redemption as provided by law.

8.07 Estoppel Certificate

Upon payment of a reasonable fee and upon written request of any Owner, mortgagee, title company or any person intending to acquire any right, title or interest in lot or unit, The Association shall furnish a written statement setting forth the amount of the unpaid assessments, if any, with respect to the Property, the amount of the current assessment, the date the assessment becomes or became due, which installments have been paid thereon and credit for advance payments. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

9. GENERAL PROVISIONS:

9.01 Right of Partition

The right of partition shall not be available to any person, partnership, association or corporation owning any interest of any kind in and to any portion of the above described Property.

9.02 Declaration Binding

All instruments of conveyance or assignment of any interest in all or any part of the Property shall refer to this Declaration and shall be subject to the covenants, restrictions, conditions and servitudes herein contained as fully as through this instrument were therein set forth in full; provided, however, the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, whether express reference is made to this instrument or not.

9.03 Amendment of Declarations

No amendment of restrictive covenants of a Declaration relating to membership in the Association or the rights, powers and duties of the Association in respect to the Property subject to such covenants shall be effective without the consent of the Association.

9.04 Amendment of Master Declarations

These Master Declarations may be amended by a majority vote of the members of the Association voting at any meeting of the membership noticed pursuant to the By-Laws of the Association, provided the proposed amendment is included in the notice of the meeting.

9.05 Enforcement

Failure to enforce any of the covenants, stipulations and restrictions now or hereafter imposed by the provisions of this Declaration shall in no event be construed or held to be a waiver thereof or consent to any further or succeeding breach or threatened breach of the covenants, stipulations or restrictions, or any of them. Anyone owning or having an interest in the Property, including the Association, may bring an appropriate action in the proper court to enjoin or restrain the violation or to compel compliance with the covenants, Stipulations or restrictions or to collect damages or other dues on account thereof. In such action, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court and not by a jury. A violation of the covenants, stipulations or restrictions shall not affect the lien of any mortgage now of record or hereafter placed of record on any lot of part thereof.


9.06 Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

This Master Declaration was executed by the Association on the 10th day of June, 1981 by Frank Transier, President. It was amended 6th day of September, 2003 and signed by Noel Smith. It was further amended 17th of April, 2010 and signed by Steve Nelson.

In WITNESS WHEREOF, this Master Declaration has been amended by the Association this 19th day of April, 2014.

THE VILLAGE OF OAKCREEK ASSOCIATION,
An Arizona non-profit corporation

by 
Gwen Hanna, President

ATTEST:

State of Arizona
County of Yavapai
On this 13 day of May 2014 before me personally
appeared Gwenthana, whose identity was proven to
me on the be and acknowledged that she signed the
above document

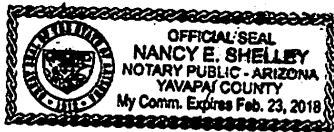




EXHIBIT C

Recorded at the request of:
James D. Atkinson



When recorded mail to:
James D. Atkinson
Carpenter, Hazlewood, Delgado & Bolen, PLC
1550 Plaza West Drive
Prescott, AZ 86303

**AMENDMENT TO
THE RESTATED AND AMENDED MASTER DECLARATION OF RESTRICTIVE
COVENANTS FOR ALL PROPERTY IN THE VILLAGE OF OAKCREEK**

THIS AMENDMENT TO THE RESTATED AND AMENDED MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR ALL PROPERTY IN THE VILLAGE OF OAKCREEK (the "Leasing and Schedule of Fines Amendment") is adopted as of the date of its recording in the Official Records of Yavapai County, Arizona.

RECITALS

A. WHEREAS, on June 17, 1981, the Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek was recorded in Book 1389, Pages 950-976, of the Official Records of the County Recorder of Yavapai County, Arizona.

B. WHEREAS, on March 9, 1988, those certain Amendments to Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek were recorded in Book 2023, Page 810 of the Official Records of the County Recorder of Yavapai County, Arizona.

C. WHEREAS, on October 7, 1996, those certain Amendments to Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek were recorded in Book 3290, Page 298 of the Official Records of the County Recorder of Yavapai County, Arizona.

D. WHEREAS, on November 6, 1998, those certain Amendments to Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek were recorded in Book 3614, Page 976 of the Official Records of the County Recorder of Yavapai County, Arizona.

E. WHEREAS, on January 3, 2012, the Restated and Amended Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek – September 6, 2003 was recorded in Book 4854, Page 98 of the Official Records of the County Recorder of Yavapai County, Arizona.

F. WHEREAS, on January 3, 2012, the Restated and Amended Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek – April 17, 2010 was recorded in Book 4854, Page 99 of the Official Records of the County Recorder of Yavapai County, Arizona.

G. WHEREAS, on May 13, 2014, the Restated and Amended Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek (the “Third Restated Master Declaration”) was recorded in as document 2014-0021505 of the Official Records of the County Recorder of Yavapai County, Arizona.

H. WHEREAS, pursuant to Section 9.04 of the Third Restated Master Declaration, the Third Restated Master Declaration may be amended by a majority vote of the members of the Association voting at any meeting of the membership noticed and held pursuant to the By-laws of the Association.

I. WHEREAS, at a meeting of the membership noticed pursuant to the By-laws of the Association and duly held November 10, 2016, a majority of the members of the Association voting at such meeting voted to amend the Third Restated Master Declaration as hereafter set forth.

NOW THEREFORE, the Third Restated Master Declaration is hereby amended as follows:

1. The foregoing Recitals are hereby incorporated as part of this Leasing and Schedule of Fines Amendment as if fully restated herein.
2. 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.
 4. **Lease to Single Family.** An Owner may lease his Lot or Unit only to a Single Family.
 5. **No Sublease.** No Lot, Unit or any portion thereof may be subleased.
 6. **Tenant Registration Form.** The Association may require that an Owner who is leasing his Lot or Unit shall within five (5) days following the commencement date of the term of each permitted Lease submit to the Association for each permitted Lease a "tenant registration form" in a form prepared from time to time by the Board. The Association may charge a reasonable review and processing fee for the review of the tenant registration form.
 7. **Grandfather Provision.** Notwithstanding the Minimum Lease Term restriction set forth in Subsection 2 of this Section 4.23, any Owner that has, as of the date of the recording of this Leasing and Schedule of Fines Amendment, entered into a Lease with a Guest for the leasing of his Lot or Unit for a term of less than thirty (30) days and who provides to the Board within fifteen (15) days of the date of the recording of this Leasing and Schedule of Fines Amendment, evidence satisfactory to the Board of the existence of such Lease shall not be prevented from leasing said Lot or Unit pursuant to such Lease so long as the term of such Lease commences no later than December 31, 2016.
 8. **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.
 9. **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.
3. Section 5.08 of Article 5 of the Third Restated Master Declaration is hereby amended in its entirety to provide as follows:

5.08 Schedule of Fines

The Committee, by majority vote or written consent, shall adopt a schedule specifying the recommended fines (or ranges of fines) for particular violations (or categories of violations) of the restrictions. The schedule may be amended from time to time by the Committee by majority vote or written consent. The Committee may from time to time also adopt, amend, and repeal, by majority vote or written consent, such procedures, rules and regulations, not inconsistent with the Master Declaration, Declaration, or By-Laws as may be desirable for the performance of its duties.

4. Except as specifically modified by this Leasing and Schedule of Fines Amendment, the Third Restated Master Declaration shall remain in full force and effect in accordance with its terms. In the event of any conflict or inconsistency between the terms of this Leasing and Schedule of Fines Amendment and the Third Restated Master Declaration, the terms of this Leasing and Schedule of Fines Amendment shall control.

CERTIFICATION OF LEASING AND SCHEDULE OF FINES AMENDMENT

The undersigned executes this Certification of the attached Amendment to the Restated and Amended Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek for the purpose of certifying that not less than a majority of the members of the Association voting at a duly called and held meeting of the membership held November 10, 2016 voted to amend the Restated and Amended Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek as set forth in the attached Amendment to the Restated and Amended Master Declaration of Restrictive Covenants for All Property in the Village of Oakcreek.

Village of Oakcreek Association,
an Arizona nonprofit corporation

By: Earl Svenningsen
Name: Earl Svenningsen
Its: President
Dated: November 14, 2016

STATE OF ARIZONA)
) ss:
COUNTY OF YAVAPAI)

The foregoing instrument was acknowledged before me this 14 day of November 2016 by Earl Svenningsen, the President of the Village of Oakcreek Association, an Arizona nonprofit corporation, the person to me known as the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same on behalf of said association.

Witness my hand and official seal

Nancy E. Shelley
NOTARY PUBLIC

My Commission will expire Feb 23 2018

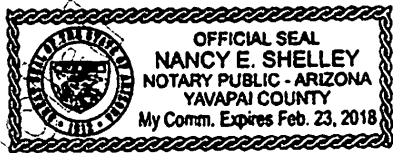


EXHIBIT D

3/28/22, 11:36 AM

Sedona Head-Turner, Glorious Red Rock Views, Superb Location! - Houses for Rent in Sedona, Arizona, United States



Share Share Save

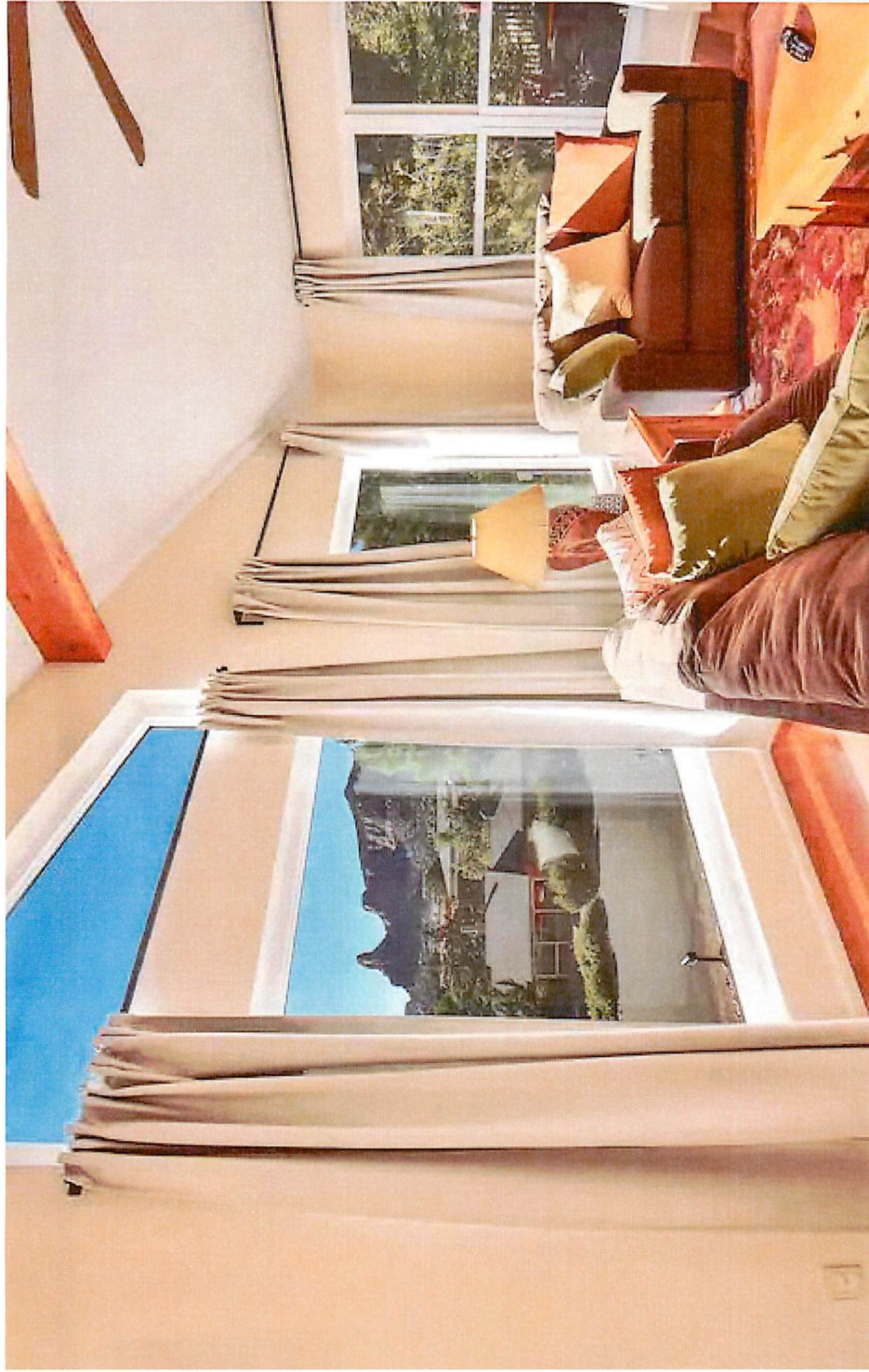


EXHIBIT E



Fernando

1. May 2021

Great place, great amenities, great location, great value, I would stay here again any day.. 5 starts



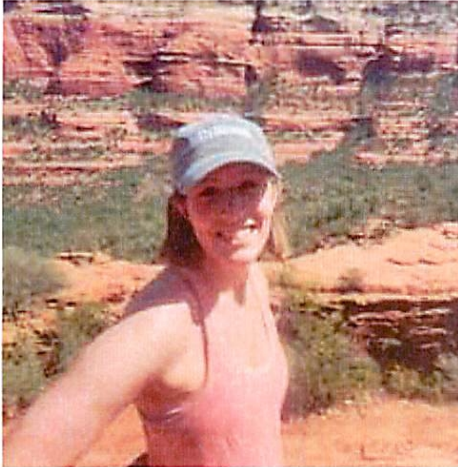
Braxton

1. May 2021

Great views, cleanliness was great, and being in Village of Oak Creek made our stay nice and quiet.

1. September 2021

Don't even look anywhere else! This property is amazing! And Kathryn is phenomenal!

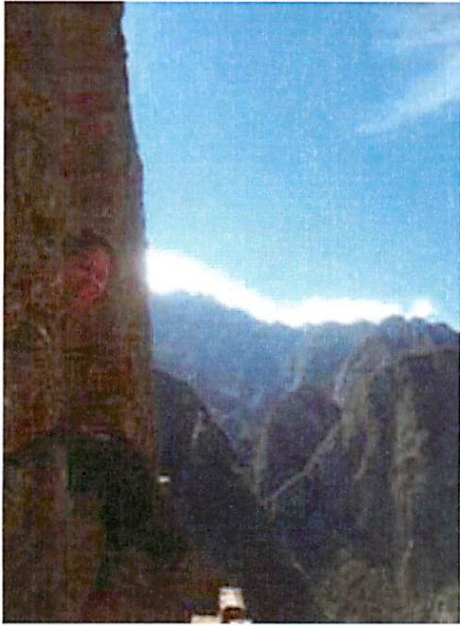


Christy

1. September 2021

enough cannot be said about the incredible views from this home. the hosts were wonderful communicators, always available to answer questions. the location was close to hikes, restaurants and horse rides but far enough away from the uptown gridlock and hectic tourism. we would visit again in a heartbeat. the hosts also left special treats and water bottles for us. we felt very cared for. best vacation!

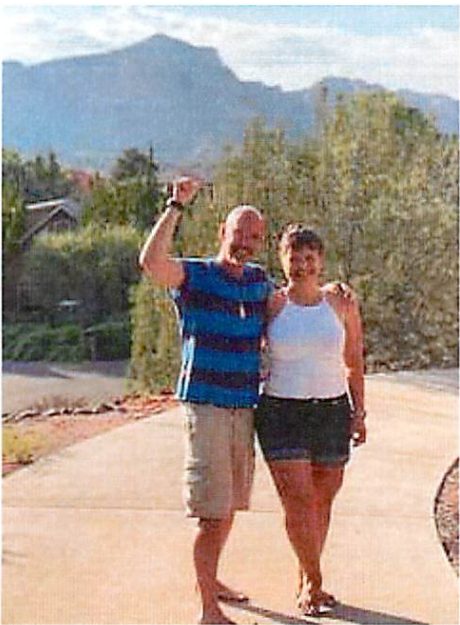




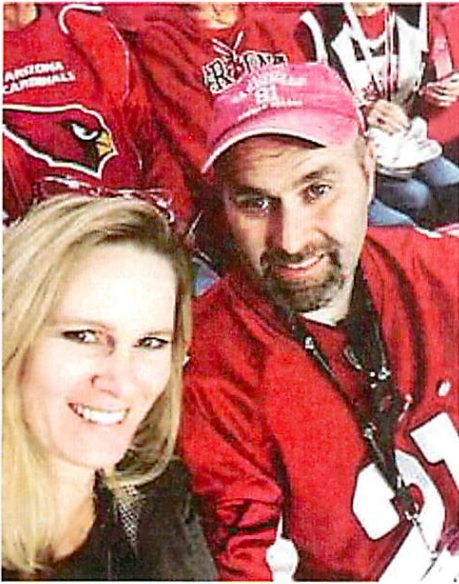
Romela

1. October 2021

Great location in the Village of Oak Creek. Did not regret staying here instead of in uptown Sedona . The huge windows offering incredible views were the best part of the house . Would stay here again .



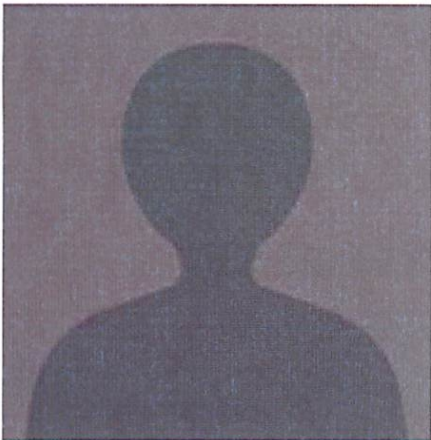
Craig



Jennifer

1. October 2021

Was exactly as shown. Would stay there again.



Erika

1. October 2021

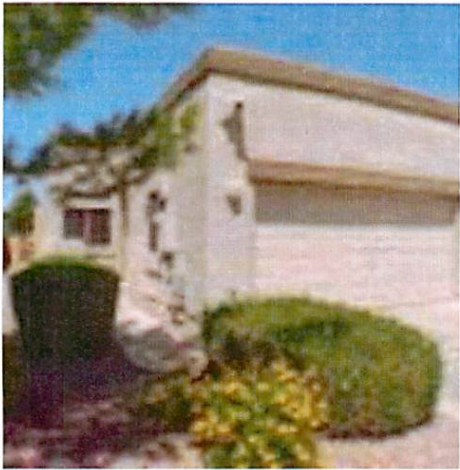
Nice quiet area, breathtaking views, and such a cozy home.



Richard

1. November 2021

Super location. Comfortable and spacious. And Sedona is awesome. One of our best vacations.



LCyO

1. October 2021

Great views out the living room window, especially sunsets.

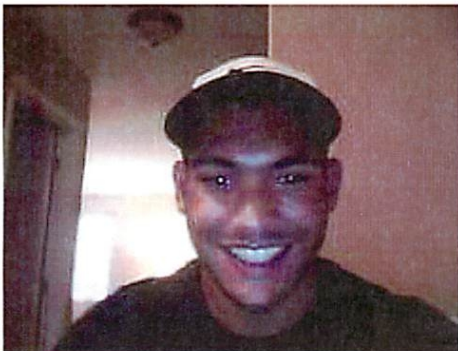
I HIGHLY recommend choosing this home, in this neighborhood. If this is unavailable book another home through this host. They are a professional management company and they were GREAT!



Lisette

1. November 2021

Great communication and location. House was perfect for our girls trip to Sedona. Cake equipped with everything we needed for our stay.



Tomas

1. November 2021

Only a 15-20 minute (scenic) drive to hiking and food/shopping, I really enjoyed this house. The views were great and it met my needs. The house was spacious and clean.



Kendall

1. January 2022

great views, location and comfortable atmosphere!



Angela

1. November 2021

Absolute gem! We loved the location... every evening we'd take in the sunset by walking around the neighborhood... the other homes are also beautiful, neighbors are so kind, and there are views everywhere!

The layout of the home was so great. Comfortable beds + couches. All the kitchen supplies you'd need. SO CLEAN. Lots of towels, pillows, loved two bathrooms.

Clark market nearby is a gem.



Claudia

1. March 2022

Communication with the rental agency was on point! The view was awesome and sets this rental apart. Had a great stay.



Racheal

1. January 2022

Amazing views!! Well stocked kitchen and comfy beds. Loved the fireplace.

EXHIBIT F

VILLAGE OF OAKCREEK ASSOCIATION
690 BELL ROCK BLVD
SEDONA, AZ 86351
928-284-1820

COURTESY NOTICE

June 22, 2021

LANCE E. BONHAM
109 W 9TH AVE
COVINGTON, LA 70433

**RE: Account # 124519160
40 RIO VERDE CR**

Dear LANCE E. BONHAM:

Living in a community association, such as VILLAGE OF OAKCREEK (245), offers many advantages, but at the same time imposes certain restrictions. These restrictions are not meant as an inconvenience or an invasion of your freedom, but rather as a means of promoting harmony within VILLAGE OF OAKCREEK (245). Although you may be unaware of some of these restrictions, it was noted that the following violation was observed on your property:

Inspection Date(s): 6/22/2021

Action to Resolve: The VOCA Fine Schedule has changed for Short Term Rentals. The penalty will increase to \$1,000 per night following this Courtesy Notice. Attached is further evidence that you continue to rent your property for less than 30 days.

4.23 Leasing of Lots and Units Use: Lease/Rental. 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.

If this violation is not corrected within 21 calendar days, the Association will be forced to send a First Notice and assess a penalty in the amount of \$1,000.0 per night. You have the right to be heard prior to the imposition of any fines. If you want a hearing regarding this notice or imposition of any fines, you must respond within 21 calendar days from the date of this letter.

If you have questions regarding this matter, please do contact your Community Manager, Deb Brewer at 928-284-1820 or by email dbrewer@voconline.com.

Respectfully,

Deb Brewer
On behalf of the Board of Directors

Lot #: 26-075

EXHIBIT G

Photos Amenities Reviews Location

Sedona Head-Turner, Gorgeous Red Rock Views, Superb Location!

The space
 Embrace the serenity and breath-taking Red Rock views at our enchanting Sedona home. Located in the Village of Oak Creek, experience all that Sedona has to offer, in a quiet and tranquil environment. Our retreat is an ideal getaway spot...
[Show more >](#)

Places for sleeping

-  **Bedroom 1**
1 King bed
-  **Bedroom 2**
2 single beds
-  **Common spaces**
1 air mattress

What this place offers

- 🍳 Kitchen
- 📶 WiFi
- 🅇 Free parking on premises
- 📺 TV
- 🧺 Washer
- ❄️ Air conditioning
- 🚿 Bath tub
- 🔥 Indoor fireplace
- 🧊 Refrigerator
- 🔪 Microwave

Check-in	Check-out
8/29/2021	8/31/2021
Guests	1 Guest

\$128 / night * 4.88 (41 reviews)

You won't be charged yet

128 x 2 nights	\$255
Cleaning fee	\$150
Service fee	\$57
Occupancy taxes and fees	\$25
Total	\$488

This is a rare find. Kathryn's place on Airbnb is usually fully booked.

[Report this listing](#)

EXHIBIT H

VILLAGE OF OAKCREEK ASSOCIATION
690 Bell Rock Blvd
Sedona, AZ 86351
928-284-1820

FIRST NOTICE: NON-COMPLIANCE

October 11, 2021

LANCE E. BONHAM
109 W 9TH AVE
COVINGTON, LA 70433

RE: Account # 124519160
40 RIO VERDE CR

Dear LANCE E. BONHAM:

Living in a community association, such as VILLAGE OF OAKCREEK (245), offers many advantages, but at the same time imposes certain restrictions. These restrictions are not meant as an inconvenience or an invasion of your freedom, but rather as a means of promoting harmony within VILLAGE OF OAKCREEK (245). Our records indicate you previously received a Courtesy Notice regarding a violation to the CC&Rs for VILLAGE OF OAKCREEK (245). During an inspection of the community, it was noted that the violation still remains, as follows:

Date of violation: 6/22/2021

Date of last letter sent: 6/22/2021

Person who observed the violation: Deb Brewer

Action to Resolve: Please stop all short term rentals of less than 30 days. Attached is further evidence that you continue to rent your property for less than 30 days.

Monetary penalty: \$2,000 (\$1,000 for each ST rental in September)

4.23 Leasing of Lots and Units Use: Lease/Rental. 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.

If this violation is not corrected within 10 calendar days, the Association will be forced to send a Second Notice and assess an additional penalty in the amount of \$1,000.00 per rental night for failure to correct the violation set forth above. You will have the right to be heard regarding the imposition of any fines.

You may contest this notice by sending a letter setting forth your position to be received by the Association with ten (10) business days of the date of this letter by certified mail.

Please understand it is in the best interest of all homeowners who have a vested interest in VILLAGE OF OAKCREEK (245) that a community-wide standard be adhered to in order to present a neat, attractive, and well-manicured community.

You are hereby provided written notice that you, the unit owner, have 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.

If you have questions regarding this matter, please contact your Community Manager, Deb Brewer at 928-284-1820 or by email dbrewer@vocaonline.com.

Respectfully,

Deb Brewer

On behalf of the Board of Directors

Lot #: 26-075

EXHIBIT I

EXHIBIT J

Photos Amenities Reviews Location

- Bedroom 1 1 king bed
- Bedroom 2 2 single beds
- Common space 1 air mattress

What this place offers

- Kitchen
 - Free parking on premises
 - Washer
 - Bathub
 - Refrigerator
 - WiFi
 - TV
 - Air conditioning
 - Indoor fireplace
 - Microwave
- Show all 24 amenities

2 nights in Sedona
 Nov 14, 2021 - Nov 16, 2021

October 2021							November 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa

\$204 / night ★ 4.88 (69 reviews)

CHECK IN	CHECK OUT
11/14/2021	11/16/2021
GUESTS	
1 guest	

Reserve

You won't be charged yet

\$204 x 2 nights	\$408
Cleaning fee	\$150
Service fee	\$79
Occupancy taxes and fees	\$35
Total	\$672

This is a rare find. Kathryn's place on Airbnb is usually fully booked.

[Remotely listing](#)

EXHIBIT K

VILLAGE OF OAKCREEK ASSOCIATION
690 Bell Rock Blvd
Sedona, AZ 86351
928-284-1820

SECOND NOTICE: NON-COMPLIANCE

November 19, 2021

LANCE E. BONHAM
109 W 9TH AVE
COVINGTON, LA 70433

RE: Account # 124519160
40 RIO VERDE CR

Dear LANCE E. BONHAM:

Our records indicate you previously received a First Notice of Non Compliance regarding a violation to the CC&Rs for VILLAGE OF OAKCREEK (245). During an inspection of the community, it was noted that the violation still remains, as follows:

Date of violation: 6/22/2021 11:54:33 AM
Date of last letter sent: 10/11/2021 11:44:52 AM
Person who observed the violation: Deb Brewer

Action to Resolve: Please stop all short term rentals of less than 30 days. Attached is further evidence from your Airbnb website (38876513) that you continue to rent your property for less than 30 days.

Additional penalty: \$4,000.00 (for 4 ST rentals in October)

4.23 Leasing of Lots and Units Use: Lease/Rental. 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.

If this violation is not corrected within 10 calendar days, the Association will be forced to send a Final Notice and assess an additional penalty in the amount of \$1,000.00 per rental night for failure to correct the violation set forth above, or consider sending this matter to legal counsel. You have the right to be heard regarding the imposition of any fines.

You are hereby provided written notice that you, the unit owner, have 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.

If you have already corrected this condition, we thank you and ask that you notify your Community Manager, Deb Brewer as soon as possible at 928-284-1820. Thank you for your cooperation and prompt attention to this matter.

Respectfully,

Deb Brewer
On behalf of the Board of Directors

Lot #: 26-075

EXHIBIT L

Photos Amenities Reviews Location

You'll have the house to yourself.

Enhanced Clean
 This host committed to Airbnb's 5-step enhanced cleaning process. [Show more](#)

Self check-in
 Check yourself in with the lockbox.

Free cancellation for 48 hours

Sedona Head-Turner, Glorious Red Rock Views, Superb Location!

The space
 Embrace the serenity and breath-taking Red Rock views at our enchanting Sedona home. Located in the Village of Oak Creek, experience all that Sedona has to offer, in a quiet and tranquil environment. Our retreat is an ideal getaway spot...

[Show more >](#)

Where you'll sleep

-  **Bedroom 1**
1 King bed
-  **Bedroom 2**
2 single beds
-  **Common space**
1 air mattress

\$244 / night * 4.85 (54 reviews)

check-in 12/11/2021	check-out 12/19/2021
guests 1 guest	>

Reserve

You won't be charged yet

\$244 x 8 nights	\$1,950
Cleaning fee	\$150
Service fee	\$296
Occupancy taxes and fees	\$133
Total	\$2,529

This is a rare find. Kathryn's place on Airbnb is usually fully booked.

[Report this listing](#)

What this place offers

EXHIBIT M

Photos Amenities Reviews Location

Entire home
You'll have the house to yourself.

Enhanced Clean
This host committed to Airbnb's 5-step enhanced cleaning process. [Show more](#)

Self check-in
Check yourself in with the lockbox.

Free cancellation for 48 hours

Sedona Head-Turner, Glorious Red Rock Views, Superior Location!

The space
Embrace the serenity and breath-taking Red Rock views at our enchanting Sedona home. Located in the Village of Oak Creek, experience all that Sedona has to offer, in a quiet and tranquil environment. Our retreat is an ideal getaway spot... [Show more >](#)

Where you'll sleep

- Bedroom 1**
1 King bed
- Bedroom 2**
2 Single beds
- Common space**
1 air mattress

[Report this listing](#)

Lower price. Your dates are \$75 less than the avg. nightly rate of the last 60 days.

CHECK IN		CHECK OUT	
2/13/2022		2/15/2022	
Guests	1 guest		
RECAP			
You won't be charged yet			
\$175 X 3 nights		\$525	
Cleaning fee		\$150	
Service fee		\$95	
Occupancy taxes and fees		\$43	
Total		\$813	

EXHIBIT N

VILLAGE OF OAKCREEK ASSOCIATION
690 Bell Rock Blvd
Sedona, AZ 86351
928-284-1820

FINAL NOTICE OF NON-COMPLIANCE

December 20, 2021

LANCE E. BONHAM
109 W 9TH AVE
COVINGTON, LA 70433

**RE: Account # 124519160
40 RIO VERDE CR**

Dear LANCE E. BONHAM:

Our records indicate you have received prior notices regarding the violation listed below. If you do not bring the property into compliance within 10 calendar days, the Association will consider sending this matter to legal counsel. It is our hope this will not be necessary and you will assist us with keeping up the standards in our community by bringing your property into compliance. You have the right to be heard regarding the imposition of the monetary penalty.

**Date of violation: 6/22/2021 11:54:33 AM
Date of last letter sent: 11/19/2021
Person who observed the violation: Deb Brewer**

Action to Resolve: Please stop all short term rentals of less than 30 days. Attached is further evidence from your Airbnb website (38876513) that you continue to rent your property for less than 30 days.

Additional penalty: \$4,000.00 (for 4 ST rentals in November)

4.23 Leasing of Lots and Units Use: Lease/Rental. 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.

You are hereby provided written notice that you, the unit owner, have 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.

If you have already corrected this condition, we thank you and ask that you notify your Community Manager, Deb Brewer as soon as possible at 928-284-1820. Thank you for your cooperation and prompt attention to this matter.

Respectfully,

Deb Brewer
On behalf of the Board of Directors

Lot #: 26-075

EXHIBIT O

EXHIBIT P

VILLAGE OF OAKCREEK ASSOCIATION
c/o HOAMCO Community Management
690 Bell Rock Blvd
Sedona, AZ 86351
928-284-1820

CONTINUING NOTICE OF NON-COMPLIANCE

February 28, 2022

VIA U.S. POST AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED

LANCE E. BONHAM
109 W 9TH AVE#
COVINGTON, LA 70433

**RE: Account # 124519160
40 RIO VERDE CR**

Dear LANCE E. BONHAM:

Our records indicate you have received prior notices regarding the violation listed below. The Association will be sending this matter to legal counsel. You have the right to be heard regarding the imposition of the monetary penalty.

**Date of violation: Beginning 6/22/2021
Person who observed the violation: Deb Brewer**

Action to Resolve: Please stop all short term rentals of less than 30 days. Attached is further evidence from your Airbnb website (38876513) that you continue to rent your property for less than 30 days.

Use: Lease/Rental. 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.

Additional penalty: \$2,000 (for 2 ST rentals in January 2022)

You are hereby provided written notice that you, the unit owner, have 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.

If you have already corrected this condition, we thank you and ask that you notify your Community Manager, Deb Brewer as soon as possible at 928-284-1820. Thank you for your cooperation and prompt attention to this matter.

Respectfully,

Deb Brewer
On behalf of the Board of Directors

Lot #: 26-075

EXHIBIT Q

Homeowner Transaction History
VILLAGE OF OAKCREEK (245)
Account#: 1245191601

LANCE E. BONHAM
109 W 9TH AVE
COVINGTON, LA 70433

Property Address
40 RIO VERDE CR
SEDONA, AZ 86351

Posting Date	Posting Code	Description	Notation	Ref #	Amount	Open Amount	Balance
7/1/2017	Assessment	July 2017 - Annual Assessment			\$180.00	\$0.00	\$180.00
8/7/2017	Payment VOCA	LOCKBOX PAYMENT		0000001712	(\$180.00)	\$0.00	\$0.00
7/1/2018	Assessment	July 2018 - Annual Assessment			\$180.00	\$0.00	\$180.00
8/14/2018	Payment VOCA	LOCKBOX PAYMENT		0000001896	(\$180.00)	\$0.00	\$0.00
7/1/2019	Assessment	July 2019 - Annual Assessment			\$180.00	\$0.00	\$180.00
8/15/2019	Interest	Interest			\$3.99	\$0.00	\$183.99
8/16/2019	Late Fee	Late Fee			\$15.00	\$0.00	\$198.99
9/15/2019	Interest	Interest			\$2.66	\$0.00	\$201.65
10/15/2019	Interest	Interest			\$2.57	\$2.57	\$204.22
10/15/2019	Interest	REVERSAL - [Interest]	Interest removed per DBrewer-ym		(\$2.57)	(\$2.57)	\$201.65
10/28/2019	Payment VOCA	Payment Received - VOCA		2165	(\$201.65)	\$0.00	\$0.00
7/1/2020	Assessment	July 2020 - Annual Assessment			\$180.00	\$0.00	\$180.00
7/27/2020	Violation Fine	Violation Fine - Short term rentals not allowed in VOCA			\$250.00	\$250.00	\$430.00
10/15/2020	Payment VOCA	LOCKBOX PAYMENT		0000002370	(\$180.00)	\$0.00	\$250.00
1/20/2021	Violation Fine	Violation Fine - Short term rentals not allowed in VOCA			\$750.00	\$750.00	\$1,000.00
5/24/2021	Violation Fine	Violation Fine - No Short Term rentals less than 30 days in VOCA			\$1,500.00	\$1,500.00	\$2,500.00
7/1/2021	Assessment	July 2021 - Annual Assessment			\$210.00	\$0.00	\$2,710.00
8/11/2021	Payment VOCA	LOCKBOX PAYMENT		0000002546	(\$210.00)	\$0.00	\$2,500.00
10/11/2021	Violation Fine	Violation Fine - Short term rentals not allowed in VOCA			\$2,000.00	\$2,000.00	\$4,500.00
11/19/2021	Violation Fine	Violation Fine - Rentals less than 30 days not allowed in VOCA			\$4,000.00	\$4,000.00	\$8,500.00
12/20/2021	Violation Fine	Violation Fine - Short Term Rental not allowed in VOCA			\$4,000.00	\$4,000.00	\$12,500.00
2/28/2022	Violation Fine	Violation Fine - Short Term Rental not allowed in VOCA			\$2,000.00	\$2,000.00	\$14,500.00