



**UPDATED GUIDELINES FOR COMMUNITY LIVING  
VILLAGE @ TOWNE CENTER HOMEOWNERS ASSOCIATION:  
A SUMMARY OF VILLAGE @ TOWNE CENTER  
CONVENANTS, CONDITIONS, & RESTRICTIONS (CC&Rs)  
REVISED SEPTEMBER 2017**

Wendy C. Kelleher, V@TC Board Secretary  
*For additional e-copies, contact*  
[KELLEHER.WENDY@GMAIL.COM](mailto:KELLEHER.WENDY@GMAIL.COM)

**SECTION #1  
SUMMARY OF THIS HANDBOOK**

The Board of Directors is responsible for the administration of the affairs of the Association. The Board elects officers annually at its first meeting after the Annual Meeting of the owners (**Bylaws Article IV.4**).

The Board has authorized the management company (Red Mountain Management) to perform certain duties for the Association (**Article 8.2**). These duties include:

1. Collection of Monthly Assessments (H.O.A. dues)
2. Payment of bills to hired contractors
3. Preparation of monthly and annual reports
4. Assistance in collection of all fees & fines
5. Enforcement of CC&Rs and Bylaws.

Correspondence regarding the Association's business must be in writing and either e-mailed to Dottie Stenman [dotties@rmmaz.com] and/or faxed: (480) 664-1603. Alternatively, correspondence may be mailed via U.S. postal service to:

**Red Mountain Management, LLC  
PO Box 30730**

**Mesa, AZ 85275-0730.** Red Mountain Management (RMM) must receive Monthly Assessments (H.O.A. dues) no later than the 15<sup>th</sup> of every month. After that day, RMM will charge a late fee, which will be added to the past due amount. At sixty (60) days past due, Owners (Guests/Tenants) will not have access to the amenities (POOL, SPA, BARBEQUE GRILL, FITNESS CENTER) until account is paid-in-full. Monthly Assessments (H.O.A. Fees) cover the following expenses:

1. Landscaping/watering/care and maintenance of plants
2. Insurance: grounds and building exteriors
3. Exterior bldg. maintenance: paint, roof, inspection
4. Security Gates/System
5. Pool, spa, barbeque grill, fitness center care and maintenance
6. Exterior lights
7. TV SERVICE/INTERNET + ALL EQUIPMENT

The CC&Rs cover the following:

1. Definition of terms used in CC&Rs (**Article 1**)
2. Division of Project & Units, Common Areas (**Articles 2,3**)
3. Nature and Incidence of Ownership (**Article 4**)
4. Easements (**Article 5**)
5. Restrictions on Use and Occupancy (**Article 6**)
6. Defines the Association, its officers and members (**Article 7 & 8**)
7. Assessments and budget (**Article 9**)
8. Insurance, Damage, Condemnation, Obsolescence, Mortgage protection, Compliance (**Article 10,11,12,13,14,15**)
9. Amendments (**Article 16**)
10. General Provisions (**Article 17**)

Copies of these documents can be found on the Village @ Towne Center Homepage, courtesy of Red Mountain Management at [www.rmmaz.com/communities/rmm-hoa-communities.htm](http://www.rmmaz.com/communities/rmm-hoa-communities.htm)

## SECTION #2 DEFINITIONS

**Common Elements (Art. 1.9):** all of the physical portions of the development EXCEPT individual Units (condos) and Limited Common Elements. This includes front entries, balconies and decks, pool area, parking areas, landscaping. Also included are interior portions of units; for example, the bearing walls, floors, ceilings and roofs, foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, etc.

**Limited Common Elements (Art. 1.24):** any portion of the Common Elements used only by a certain Unit (condo) or Units (condos) to the exclusion of other units, such as porch, driveway. It also includes shutters, awnings, window boxes, doorsteps, stoops, balconies or rear patios and rear porches, and all exterior doors and windows located outside the unit's boundaries.

**Unit/Condominium (Art. 1.37):** individual air space, consisting of enclosed rooms, garage, etc. and undivided interest in the Common Elements attached to the unit.

**Manager (Art. 1.25):** the person, firm, or company hired by the Board to manage the affairs of the Association and the development.

**Owner or Unit Owner (Art. 1.28):** person who purchases and owns a condominium. **Bylaws, Art.II.1:** Allocated one (1) vote per unit. Where two (2) or more persons own an interest in a Unit, only one (1) vote may be cast. If they disagree, they shall lose their right to vote on the matter in question.

## SECTION #3 ARCHITECTURAL REVIEW PROCESS & LANDSCAPING

**AS PER CCRS, Homeowners are required to notify the Architectural Committee whenever any interior or exterior remodel/modification/improvement/alteration/removal is proposed as per the CCRs (ART 6.8)**

**Notification may be email or letter, but must be in writing and shall include a brief summary and scope of the proposed remodel/modification/improvement/alteration/removal.**

**ARTICLE 6.8: NO ALTERATIONS:** NO OWNER SHALL, WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS IN EACH SPECIFIC INSTANCE MAKE OR CAUSE TO BE MADE ANY ALTERATION, ADDITION, REMOVAL OR IMPROVEMENT IN OR TO THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS OR A UNIT OR ANY PART THEREOF, OR DO ANY ACT THAT WOULD IMPAIR THE STRUCTURAL SOUNDNESS OR INTEGRITY OF THE BUILDINGS ...

***IF proposed remodel/modification/improvement/alteration/removal to limited common elements, common elements or unit***

***potentially violates any of the following restrictions in the CCRs:***

**ARTICLE 6.10: NO OVERLOADING.** NO OWNER SHALL BRING ANYTHING INTO HIS UNIT OR PERMIT ANYTHING TO BE DONE IN HIS UNIT THAT WILL CAUSE DAMAGE TO THE BUILDING. NO OWNER SHALL OVERLOAD THE FLOOR OF HIS UNIT. NO OWNER SHALL PERMIT THE USE OF OR OPERATION OF ANY EQUIPMENT, MACHINERY, OR OTHER APPARATUS THAT WILL IN ANY MANNER INJURE, VIBRATE OR SHAKE THE BUILDING OR PORTIONS THEREOF.

**ARTICLE 6. 2: NO NOXIOUS OR OFFENSIVE ACTIVITY:** NO NOXIOUS, DESTRUCTIVE OR OFFENSIVE ACTIVITY SHALL BE CARRIED ON OR PLACED IN OR UPON ANY UNIT OR IN THE COMMON ELEMENTS, OR LIMITED COMMON ELEMENTS, OR ANY PART THEREOF, WHICH SHALL INTERFERE WITH THE LEGAL RIGHTS OF OTHER OWNERS, NOR SHALL ANYTHING BE DONE THEREIN WHICH IS OR MAY BECOME AN ANNOYANCE OR NUISANCE TO ANY OTHER OWNER .... NO ACTIVITIES SHALL BE CONDUCTED, *NOR IMPROVEMENTS CONSTRUCTED, IN OR UPON ANY PART OF THE PROJECT WHICH ARE OR MAY BECOME UNSAFE OR HAZARDOUS TO ANY PERSON OR PROPERTY.*

**6.11: PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES:** NOTHING SHALL BE DONE ... THAT

WOULD RESULT IN CANCELATION OF THE INSURANCE ON THE PROJECT OR ANY PART THEREOF NOR SHALL ANYTHING BE DONE OR KEPT IN THE UNIT OR IN THE COMMON ELEMENTS OR ANY PART THEREOF THAT WOULD INCREASE THE RATE OF INSURANCE ....”

**6.26: HARD SURFACE LIMITATIONS:** TILE AND OTHER [NON VINYL] HARD FLOORING SURFACES ARE PERMITTED ONLY IN KITCHENS, BATHS AND ENTRYWAYS ON SECOND FLOOR UNITS. THE LIMITATION SHALL NOT APPLY TO SECOND FLOOR UNITS ABOVE GARAGE UNITS.

***THEN the proposed action shall require the applicant to complete the Architectural Approval Form, which shall then be subject to the architectural approval process beginning with conditional approval, review and supervision, then final approval after project is complete.***

(FOR CLARIFICATION, HERE ARE SOME EXAMPLES OF ELEMENTS THAT ARE SUBJECT TO ARCHITECTURAL REVIEW FROM ARTICLE 1.24 , ARTICLE 4: 5, ARTICLE 8.6:

EXTERIOR: Porch, driveway, shutters, awnings, window boxes, doorsteps, stoops, balconies or rear patios and rear porches, and all exterior doors and windows located outside the unit’s boundaries.

INTERIOR portions of units – the bearing walls, floors, ceilings and roofs, foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires, etc. )

**Paint Brand: Dunn Edwards-Enduro Coat**

	MAIN BODY	PRJCTD MASSES	FASCIA, TRM, DOORS
SCHEME 1: Bldgs. 1,6,8,10,13,15,18,20,23,24,28	ICI535: Traditional Tan	ICI521:Deacon’s Bench	ICI515:American Eagle
SCHEME 2: Bldgs. 2,3,7,11,14,17, 21,24,27	ICI544: Mushroom Cap	ICI469:English Cottage	ICI365:Sweetwood
SCHEME 3: Bldgs. 4,5,9,12,16,19,22,26,29	ICI474: Stone Harbor	ICI463:Neutral Wheat	ICI461:Wright Stone

If notified by Architectural Committee that your proposed remodel involves Limited Common Elements, Common Element, please complete a “Request for Architectural Approval” Form (Form Section 10).

An e-form is also available from Dottie Stenman, RMM (480) 641-6300 or email: [dotties@rmmaz.com](mailto:dotties@rmmaz.com)

**Art. 8.10** – “Any action by an Owner requiring written or other approval ... shall be submitted to the Board of Directors in the form of a *written request*. The Board of Directors shall have thirty (30) days from receipt of written request to respond ....”

Send/deliver application to: Village @ Towne Center Homeowners Association  
C/o Red Mountain Management, LLC  
P.O. Box 30703  
Mesa, AZ 85275

**LANDSCAPING:**

**(Must have BOARD APPROVAL PRIOR to planting)**

Mandated by City of Fountain Hills, Low Water Ordinance 06-19, passed December 7, 2006: [ftp://ftp.fh.az.gov/ftp\\_webdocs/library/planning/low\\_water\\_ordinance.pdf](ftp://ftp.fh.az.gov/ftp_webdocs/library/planning/low_water_ordinance.pdf).

Plants used in landscaping for Village @ Towne Center must be selected from the list found at this web address: <http://www.fh.az.gov/ComDev/LWater/default.asp>.

Click Link entitled “Low Water Plant List” on the left hand side of the page.

Please use the Architectural/Landscaping Approval form on Section 10.

**SECTION #4**  
**SUMMARY OF RESTRICTIONS AND ALLOWANCES ON USE**  
**(For details, see CC&Rs and BYLAWS)**

NOTE: Violations of the following will result in fines: See Violations Schedule, page 12.

**Art. 6.1,13:** Single family residential use: No part of Village @Towne Center shall be used for any purpose except the housing and common purpose for which the property was designed. Each unit shall be used as a residence for a single family. No commercial businesses are permitted within V@TC.

**Art. 6.2, 18,19: No noxious or offensive activity** will be allowed which may become a nuisance or annoyance to residents. **Lights:** No spotlights, floodlights, or other high intensity lighting shall be placed on the building, structure, balcony, patio or garage. **Noise:** no wind-bells, chimes, exterior stereo/radio speakers, horns, whistles or other sound producers are allowed. Please be considerate of neighbors. Consider the impact of loud music/television, early or late laundry, walking in high heels or boots.

**Art. 6.3: Signs:** No signs, flags, or advertising devices shall be allowed on Common or Limited Common Elements (including commercial, political, informational or directional sign) without prior inspection and approval of the Board. As per A.R.S. § 33-1261, industry standard real estate For Sale signs and one (1) rider are allowed inside the Unit or posted in windows.

**Art. 6.4: Pets and Animals:** No pets are allowed anywhere within the pool area per Maricopa County code. The only animals allowed within condo units are dogs, cats and birds. Owners/Tenants must apply *in writing* for permission to keep pets; only two (2) pets, no larger than 30 lbs, are allowed; pets must be kept on leashes; no pet may relieve itself within the complex (any portion of the Common Elements); if a pet does relieve itself, the pet owner is responsible to dispose of the droppings. If a pet disturbs other homeowners, the Board will give notice to the homeowner. If the pet continues to disturb other homeowners, after due process the board shall revoke resident's permission to keep pet within the V@TC complex. The Board advises residents to report:

- ⇒ All pet violations to RMM/Dottie Stenman :(480) 641-6300
- ⇒ Barking dogs and pet waste to Code Enforcement Officer, Fountain Hills: (480) 816-5193
- ⇒ Unleashed dogs or dogs running free to Maricopa Animal Control: (602) 506-7387

**Art. 6.5-7, 12: Motor Vehicles/Trucks, Trailers, Campers & Boats/Towing of Vehicles:** No commercial trucks, recreational vehicles, boats, or other similar equipment may be parked, kept, maintained, reconstructed or repaired on any part of the V@TC. Trucks, Vans, or Minivans larger than 210 inches long and 80 inches wide are NOT permitted, nor are trucks with equipment, supplies, tools, etc. No vehicles may be serviced or repaired, nor may any vehicles be parked *on the streets* of V@TC. Any vehicle that appears to be abandoned, inoperable, not having current registration or leaks excessive amounts of oil or other lubricant/fluids that have the potential to cause damage to Common or Limited Common Elements shall be towed. Owners will be charged damage + towing fee for any vehicle causing damage to Common and Limited Common Elements.

As per Board Resolution,

**Art. 6.8/10:** Nothing shall be done in any Unit or Common Element which will impair the structural integrity of any building or modify the external appearance. No one shall bring anything into a Unit that has the potential to cause damage to the building due to overloading/extraordinary weight.

**Art. 6.9:** There shall be no obstruction of the Common Elements, nor anything stored in the Common Element area, unless the Board gives consent. Out-of-town owners'/part-time residents' motor vehicles must be stored either inside garages or off-site.

**Art. 6.11: Barbeque Grills:** Nothing shall be allowed in a Unit, Common Element or Limited Common Element that would cause damage and would result in insurance cancellation. GAS OPERATED DEVICES (e.g., grills or heaters) are NOT allowed anywhere except those already positioned on the pool deck. Propane, including but not limited to gas grills or heaters, is strictly prohibited. Electric barbeque grills are permitted.

**Art. 6: 15-17:** Residents may place trash cans at curbside the evening before pickup and remove as soon as possible *the same day* of pickup. Monthly Assessments (H.O.A. dues) DO NOT cover trash service. No hazardous material (flammable, combustible or explosive fluid, material or substance) may be dumped, stored or produced anywhere at V@TC. Residents shall not sweep, or throw from the doors, windows, front landings, or decks and patios any dirt or other litter. Residents shall not obstruct drainage areas. Large household items must be hauled away at owner's expense. At no time shall these items be outside the building.

**Art. 6.20:** No window air conditioners or portable units visible from outside the units shall be installed.

**Art. 6. 21, 22, 23:** (Architectural items addressed in Section 3: Architecture Review Process) Patios and balconies shall NOT be used for storage of bicycles, exercise equipment, trash containers, pet houses, storage boxes. No clothes, sheets, blankets, rugs or laundry of any kind shall be hung outside of unit or decks, patios or exposed on any part of Common Elements or Limited Common Elements. No patio or balcony shall be decorated, enclosed, or covered by an awning. ROLL DOWN SUNSCREENS AND WINDOW TINTING ARE PERMITTED AND ARE SUBJECT TO THE ARCHITECTURAL REVIEW PROCESS PRIOR TO INSTALLATION. No reflective materials shall be installed inside or outside windows. The following improvement structures on Common or Limited Common Elements are not permitted: no fence, gate, wall, obstruction, unauthorized screening, patio cover, antenna, or tent. Remove all Christmas/Hanukkah/holiday decorations by January 15<sup>th</sup>. Be timely about removing other holiday decorations. PET DOORS are expressly prohibited; at no time should a pet door be created.

**Art.6.26: Hard Surface Limitations:** Tile and other non-vinyl hard flooring is only permitted in kitchens, baths, laundry rooms, and entryways of SECOND FLOOR UNITS. The exception is the A-unit. There is no limitation on hard surfaces in FIRST FLOOR UNITS.

**Art.6.24:** Any consent or approval given under these rules may be added to, amended or repealed at any time by the Board of Directors.

**Art. 8.10: Requests for Approval:** Any action by an Owner or Tenant requiring written or other approval from Board shall be submitted in written form. The Board has thirty (30) days to respond. If the response takes longer, the Board will have the necessary time to respond. No Owner or Tenant shall act on the request without a written response from the Board. If the Board fails to respond, the request shall be deemed denied.

**SECTION #5  
POOL, SPA, FITNESS CENTER, BARBEQUE USE  
POLICY/PARTY APPLICATION**

The amenities are intended for the sole enjoyment of Owners/Tenants and their guests. Only those authorized to be on-site may use the amenities and any part of the Village @ Towne Center. RMM/Board shall hold the Owner accountable for any unauthorized use of the facilities.

**GENERAL RULES**

Hours 6:00 a.m.- 10:00 p.m. (Lights turn off at approximately 9:30 p.m.).

**NO GLASS:** includes but is not limited to glass, Pyrex, or Corningware dishes, beer or wine bottles, condiment bottles. Only plastic or metal dishware may be used.

No smoking.

Use all facilities at your own risk: The Board takes no responsibility for injury.

**NO PERSON UNDER 18 YEARS OLD PERMITTED IN THE POOL AREA UNLESS ACCOMPANIED BY AN ADULT.**

Any board member may limit the number of GUESTS allowed in the pool area (or exclude Guest entirely), or limit the amount of time a Guest is allowed in the pool area (or spa) where capacity/occupancy limits will be exceeded, or for violation of any Pool Rules, or for reasons for health or safety. Generally, Guests will be allowed on a "first come-first served" basis.

**DO NOT GIVE KEYS TO (off-site) FRIENDS and/or FAMILY.**

**POOL/SPA**

No children under the age of 10 in the spa. Children not yet toilet trained **MUST** wear swim diapers.

No pets in or around the pool deck.

No loud music or noise: No TVs, radios, or other electronic equipment in or around pool or spa unless approved by the Board.

No diving, jumping in pool or spa, or standing on or diving from the waterfall.

Security Gates must be kept closed and locked at all times

Floating devices (e.g., float noodles, inflatable toys, etc.) are permitted as long as they do not interfere with other bathers

**BARBEQUE GRILLS**

No glass, Pyrex, Corningware dishes OR condiment bottles.

Clean the barbeque area after use.

Please remember to **TURN OFF** barbeque grills after use.

**FITNESS CENTER**

**NO PERSON UNDER THE AGE OF 18 PERMITTED IN THE GYM UNLESS ACCOMPANIED BY AN ADULT RESIDENT. CHILDREN UNDER 14 MAY NOT USE THE EQUIPMENT.**

Turn off lights, close windows, turn off fan, and lock door when workout is complete.

Turn air conditioning up to 77° F (OR) Turn heat down to 60° F.

**NO USE OF THE FITNESS CENTER BEFORE 6:00 AM OR AFTER 10:00 PM**

**POOL USE PARTY APPLICATION**

NAME: \_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NATURE OF EVENT: \_\_\_\_\_

DATE: \_\_\_\_\_

HOURS: \_\_\_\_\_

NUMBER OF GUESTS (APPROX): \_\_\_\_\_

1. MUST PROVIDE YOUR OWN TRASH AND RECYCLE CONTAINERS/ TABLES, ETC.
2. AREA MUST BE OPEN TO ALL RESIDENTS AND THEIR GUESTS' USE: E.G., IF A NON PARTY PARTICIPANT WISHES TO USE THE GRILLS, THEY MUST NOT BE RESTRICTED IN ANY WAY.
3. GUESTS MUST PARK IN THE DESIGNATED UNASSIGNED PARKING AREAS, NOT ON THE STREETS OR DRIVEWAYS.
4. APPLICANT MUST BE PRESENT AT ALL TIMES.
5. BOARD RESERVES THE RIGHT TO REFUSE AN APPLICATION.
6. Indemnity and Release: The parties to this agreement agree to indemnify and hold harmless Board, property managers, and any of their respective agents, representatives and employees from any loss, claim, liability or expense arising from injury to any person or damage to or loss of any property, in any way caused by the parties and guests' family, guests, invitees, agents, pets or others under their control.

\_\_\_\_\_  
*SIGNATURE OF APPLICANT*

\_\_\_\_\_  
*DATE*



**SECTION #6**  
**Tenant Registration Policy: Art. 6.14**  
**Adopted 9-26 , 2017**  
**To be effective on 1-1, 2018**

*(This policy overrides any and all previous Rental Registration Policies)*

As provided in ARS 33-1260.01, and effective on the dated noted above, **the Board of Directors shall now require all owners who use their unit/lot as a rental property to submit the following information on the official forms provided by the HOA management company.** Failure to submit within 15 days of the postmarked or email request shall result in a fine, in accordance with the Fine and Enforcement policy of the HOA.

**1. Information required shall include:**

- a. Time period of the lease agreement. (start and end dates)
- b. Name and contact information of adults that will occupy the unit. (telephone numbers and email address if any)
- c. Descriptions and license numbers of all vehicles.
- d. Name and contact of rental agent or other 3<sup>rd</sup> party that is designated and empowered to act as an emergency contact.
- e. Each owner is required to update the tenant registration form as the data changes.

**2. Rental registration fee required:**

- a. A registration fee of \$25 shall be required at the time that the tenant registration form is submitted.
- b. No payment will be required when the owner updates information about their current tenant.
- c. However, at the time that a new tenancy occurs, a new registration form and registration fee will be required.

**3. Submittal deadline:**

- a. Owners who have tenants occupying their unit/lot at the time that this policy is adopted are required to submit a new registration form no later than 60 days after the effective date of this policy.

**NOTES:**

All information provided through this process will only be used by the Association and will not be shared.

Any violation of rules by a tenant will result in notification to the owner who shall be responsible for any sanctions or fines.

**The official registration form may be requested from the management company office.**

**SECTION #7  
ADDITIONAL THINGS TO REMEMBER**

1. **Water Pressure Reduction Valves:** The Board advises all Owners to consider installing a valve immediately. Failure/breakage in water lines (commonly at the water softener, toilet, or icemaker lines) results in flooding. If you own an unoccupied unit, or you are away for a period, please turn off the main water supply and turn the water heater to the vacation or pilot-off setting.
2. **Landscaping:** Please report major landscaping problems (e.g., broken tree stakes) to Dottie Stenman at (480) 641-6300. If you see minor landscaping details that you can take care of (weeds, overhanging branches, bits of trash), please remember that this is YOUR HOME. Do what YOU can do to keep it looking beautiful and cared for.
3. **Pest Control:** exterior paid through HOA monthly assessments.
4. **Gate Code:** APPLY FOR HOMEOWNER PERSONAL CODE
5. **Speed Limit:** Please obey the 15 mph speed limit.
6. **Important notices** will be posted regularly at the mailbox Bulletin Board and on the [www.villageattownecenter.com](http://www.villageattownecenter.com) website

**SECTION #8  
VIOLATIONS SCHEDULE**

TYPE	AMOUNT
Animal Droppings	\$25-100
Architectural	\$25-100
Boats/Trailers/RVs/Commercial	\$25-100
Barking Dogs	\$25-100
Holiday lights/Decorations	\$25-100
Visible Trash Containers	\$25-100
Signage	\$25-100
Noise/Nuisance	\$25-100
*Leasing	\$15 per violation

**Addendum to Fine Policy**

The Board of Directors of the Village at Towne Center Homeowners Association, an Arizona nonprofit corporation, at their meeting on September 19, 2011 passed the following addendum to their fine policy.

BE IT RESOLVED: That the Board of Directors approved the adoption of the following Architectural Fine Policy to be effective September 20, 2011. The policy will be issued in accordance with the CCR provisions covering un-authorized alterations to Common HOA Property.

Notice to Correct is issued with Timeline for Correction

Immediate fines will be issued as follows for Non Compliance:

- 2<sup>st</sup> Notice - \$50.00
- 3<sup>rd</sup> Notice - \$150.00
- 4<sup>th</sup> Notice - \$250.00

**SECTION #8  
RULES ENFORCEMENT PROCEDURE**

A majority of the Board of Directors of Village @ Towne Center Homeowners Association adopted the Rules Enforcement Procedure at a meeting held April 10, 2006 in Maricopa County, Arizona, at 1:00 p.m. Since that time, A.R.S. § 33-1242 dictates that the Rule Enforcement Procedures be implemented as follows:

**First Notice of Violation-** RMM/Board sends out a Notice of Violation letter that includes: *(The Association must include this information in the initial violation notice before the Association can take enforcement action or, if not in the initial notice, in a written response to a certified letter sent by the owner after receipt of a Notice of Violation. Pursuant to the above referenced statute, the Owner has ten (10) business days to respond to the violation by certified mail.)*

- ⇒ The provision of the document that has allegedly been violated (CC&Rs, Resolution);
- ⇒ The date of the violation or the date the violation was observed;
- ⇒ The first and last name of the person or persons who observed the violation; (Any documentation, digital photos, etc. of the violation will be placed in the Owner file.)
- ⇒ A description of the process the Owner must follow to contest the notice.

**Second Notice of Violation-** After the ten (10) business days, RMM/Board sends out a second Notice of Violation and assesses a fine after an additional seven (7) business days, if the violation has not been corrected. An owner has a right to request a hearing before the Board during this time.

**Third Notice of Violation-** If after an additional ten (10) business days the violation has not been corrected or the Owner has not request a hearing, a third Notice of Violation will be sent and RMM/Board will assess an additional fine and/or refer the matter for legal action.

**SECTION #9**  
**VILLAGE AT TOWNE CENTER HOMEOWNERS ASSOCIATION**  
**Request for Architectural/Landscaping Approval**

Name: \_\_\_\_\_ Unit: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Provide a detailed description of the request. Use additional pages and drawings as necessary. Please include type of materials, design, color (s), dimensions of structure and location on or around unit, if applicable.

---

---

---

---

---

---

---

---

Work to be performed by

Submit to: **Village @ Towne Center Homeowners Association**  
**C/o Red Mountain Management, LLC**  
**P.O. Box 30703**  
**Mesa, AZ 85275**  
**Telephone: (480) 641-6300 Fax: (481) 664-1603**

The Homeowner hereby agrees to maintain the improvement if approved by the Board of Directors or their duly appointed representative. If, in the view of the Board of Directors, the improvement is not maintained, the Association has the right to remove or maintain the improvement with the Homeowner bearing all costs. The Homeowner agrees to comply with all city, county and state laws and to obtain all necessary permits.

---

Signature of Homeowner \_\_\_\_\_ Date \_\_\_\_\_

.....

The architectural/landscaping change described above is:  
\_\_Approved \_\_Disapproved \_\_ Approved subject to the following conditions:

---

---

---

---

---

Association Representative \_\_\_\_\_ Date \_\_\_\_\_

**SECTION #10  
PET APPROVAL FORM**

*Village at Towne Center  
Request for Pet Approval*

The CC&Rs require that an owner obtain prior written approval of the Board of Directors for permission to keep and house any and all pets. Maximum of two household pets (cats, dogs and birds) no larger than thirty pounds each may be kept or housed in units when expressly permitted. (Please see Article 6.4 of the Declaration of Condominiums.) To comply with the governing documents, please complete the form below.

Name:

If applicable, Landlord Name:

Unit number:

Phone: Email:

Animal Description and "Name":

**Please send your request to:**

**V@TC  
Red Mountain Management  
P.O. Box 30730  
Mesa, AZ 85275  
Alternatively, Fax to 480-664-1603**

**Art. 6.4: Pets and Animals:** No pets are allowed anywhere within the pool area. The only animals allowed within condo units are dogs, cats and birds. Owners/Tenants must apply *in writing* for permission to keep pets; only two (2) pets, no larger than 30 lbs, are allowed; pets must be kept on leashes; no pet may relieve itself within the complex (any portion of the Common Elements); if a pet does relieve itself, the pet owner is responsible to dispose of the droppings. If a pet disturbs other homeowners, the Board will give notice to the homeowner. If the pet continues to disturb other homeowners, the pet will be banned from the V@TC complex after due process. The Board advises residents to report:

- ⇒ All pet violations to RMM/ Dottie Stenman :(480) 641-6300
- ⇒ Barking dogs and pet waste to Code Enforcement Officer, Fountain Hills: (480) 816-5193

**SECTION 11: APPEALS PROCESS**  
**Village at Towne Center Homeowners Association**  
Homeowner Appeal Hearing Process

In instances where homeowners choose to appeal penalties imposed by the homeowners association the appeal process will be conducted as follows:

**Homeowner's Request for Hearing**

A homeowner choosing to appeal a fine or penalty, extend a violation compliance deadline or overturn an architectural review ruling shall request such a hearing by written notification to the property manager. Contacting a board member will not be considered a valid request for a hearing.

**HOA Response to Hearing Request**

Upon the receipt of a hearing request, the property manager shall place the matter on the agenda of the next regular HOA Board meeting and shall send written notice acknowledging the receipt of the homeowners hearing request. Such acknowledgement shall include the date, time and location of the meeting during which the hearing will be heard.

**Hearing Officers**

The Board President shall act as chairperson of the hearing panel, unless he or she is the appealing homeowner, in which case, the Treasurer shall server as the chairperson. Other board members will act as the hearing panel and shall make decisions based on the facts presented during the hearing. The Board may choose to employ someone who is not on the Board to serve as recording secretary of the hearing. Such person shall not play any other role during the hearing.

**Hearing Process**

- a) If the meeting is to be held in Executive Session, the President shall recess from regular session for the purpose of conducting the hearing.
- b) The Hearing Chairperson shall call the meeting to order and indicate, for the purpose of the record, those parties who are in attendance and will participate in the hearing.
- c) The Property Manager shall be charged with the responsibility of presenting a short, factual presentation of the history of the violation and fines or penalties assessed. Such presentation shall include all pertinent documents related to the situation at hand.
- d) Board members may choose to ask clarifying questions of the Property Manager relating to the history or documents presented.
- e) The appealing homeowner will then be provided the opportunity to make a short presentation, outlining reasons why the fine or penalty should not be assessed. Such presentation shall include any pertinent documents related to the situation at hand.
- f) Board members may choose to ask clarifying questions of the appealing homeowner relating to the facts or circumstances behind the appeal.
- g) The Property Manager shall be given an opportunity to respond to the issues that have come up in the presentation by the homeowner.
- h) The appealing homeowner shall be given an opportunity to respond to issues that were brought up in the final presentation by the Property Manager.
- i) The Board shall then conduct such discussion as necessary to clarify the issues.
- j) The President will then ask for a motion to accept or deny the appeal. If the hearing is held in Executive Session, the President will recess the Executive Session and reconvene the regular session before entertaining a motion.
- k) After such a motion has been properly made and seconded, the board shall vote by a show of hands.

**Notification of Hearing Results**

After a decision has been made, the appealing homeowner shall receive written notification of

the Board decision.

**Finality**

Action by the Board shall be final. No further appeal to the Board shall be available.

**Witnesses**

Use of witnesses by either presenter is discouraged. Testimony required to support either presentation should be accomplished through affidavit, with such affidavits becoming part of the hearing record.

**Representation**

The process is designed to be informal. Appealing homeowners shall be encouraged to represent themselves. Should the homeowner choose to be represented by counsel, such homeowner shall notify the Board at least one week in advance and the Property Manager may choose to be represented by counsel.

# Red Mountain Management

P.O. Box 30730 Mesa, Arizona 85275-0730 Phone (480) 641-6300 Fax (480) 664-1603 Email office@rmmaz.com

## Required Tenant Registration Form

HOA \_\_\_\_\_ Lot/Unit #: \_\_\_\_\_ Date: \_\_\_\_\_

Property Address: \_\_\_\_\_

### Owner Information

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Email: \_\_\_\_\_

### Tenant Information (per AZ Statute 33-1260.01)

Term of Lease: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  If the current lease is "Month to Month"

Name(s): \_\_\_\_\_

Is the tenant a relative? YES \_\_\_\_\_ NO \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Email(s): \_\_\_\_\_

Phone number: \_\_\_\_\_ Email(s): \_\_\_\_\_

Vehicle #1 Make \_\_\_\_\_ Color \_\_\_\_\_ License Plate# \_\_\_\_\_

Vehicle #2 Make \_\_\_\_\_ Color \_\_\_\_\_ License Plate# \_\_\_\_\_

### Rental Management Company Information (If Applicable)

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Agent Name: \_\_\_\_\_

Agent Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

<i><b>RMM use only.</b></i>	
Code: _____	_____
_____	<b>TOPS</b>
_____	<b>File</b>
Date: _____	_____

**\$25 Registration Fee Required.**

Please make check payable to the appropriate HOA and submit with this form to Red Mountain Management.

I/We have provided our tenant a copy of the community rules and will hold them responsible for abiding by the rules. I/we understand that violations by the tenants of community rules may result in fines/penalties against the owner of the lot/unit.

Signature of owner or agent: \_\_\_\_\_ date: \_\_\_\_\_