

**TROON VILLAGE ASSOCIATION**

**RULES AND REGULATIONS**

**Updated October 22, 2018**

**TABLE OF CONTENTS**

**1. CLIMBING TROON MOUNTAIN..... 1**

**2. DESERT BROOM ..... 1**

**3. FEEDING WILDLIFE ..... 2**

**4. GUEST PARKING ..... 2**

**5. MISTLETOE ..... 3**

**6. RENTALS AND TIMESHARES..... 3**

**7. RESTRICTING SALES OF GOODS ON LOTS OR PARCELS..... 3**

**8. TRASH COLLECTION REQUIREMENTS ..... 4**

**A. PUTTING REFUSE & RECYCLING CONTAINERS OUT FOR COLLECTION.....4**

**B. BULK TRASH .....4**

**9. USE OF PLAY EQUIPMENT ..... 5**

**10. VIDEOTAPING AND AUDIOTAPING MEETINGS..... 5**

**11. VARIANCES FOR USE RESTRICTIONS ..... 6**

**12. VIOLATION ENFORCEMENT POLICY AND FINE SCHEDULE ..... 7**

**ESTABLISHMENT OF VIOLATION AND VIOLATION NOTICES .....7**

**1. Courtesy Notice.....7**

**2. Violation Notices .....7**

**3. Subsequent Violation Notices and/or Continuing Violations .....8**

**FINES .....8**

**1. Hearing and Waiver of Right to be Heard.....8**

**2. Notice and Amount of Fines.....8**

**3. Fines for Continuing and Recurring Violations .....9**

**REFERRAL TO LEGAL COUNSEL .....9**

**FINE SCHEDULE .....10**

# TROON VILLAGE ASSOCIATION

## RULES AND REGULATIONS

Updated October 22, 2018

The following Rules and Regulations have been enacted by the Board of Directors to help maintain the high aesthetic appeal of the community and to help provide a comfortable environment for all of the residents. The enforcement of the Rules and Regulations is necessary to avoid infringing on the rights of others and to help maintain the property values within Troon Village.

PREVIOUS VERSIONS OF RULES AND REGULATIONS ARE RESCINDED.

THE HOMEOWNER IS DIRECTLY RESPONSIBLE FOR THE VIOLATIONS OF ANY OCCUPANT, TENANTS, OR GUESTS OF THE LOT. MAKE SURE YOUR OCCUPANTS, TENANTS, AND GUESTS UNDERSTAND THESE RULES COMPLETELY.

*Please Note: Following these Rules and Regulations does not eliminate the need to review the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Troon Village (the "Declaration") and comply with all restrictions contained therein. In addition, the Board has adopted resolutions on certain aspects of Association governance that may apply.*

### 1. **Climbing Troon Mountain**

Troon Mountain is a mountain with many natural dangerous conditions and wildlife. Therefore, no hiking or climbing of Troon Mountain is allowed.

### 2. **Desert Broom**

A. The City of Scottsdale considers the plant *Baccharis sarothroides*, commonly known as Desert Broom, an "invasive" plant due to its aggressiveness in overtaking areas and because it is a fire hazard, which is a threat to all nearby structures.

B. Desert Broom is considered to be a nuisance in violation of Section 4.18 of the Declaration.

C. Therefore, no Owner shall allow Desert Broom to grow on any part of his or her Lot or Parcel, whether or not the Lot or Parcel is developed.

D. All Desert Broom must be continually removed from Lots and Parcels (whether located within NAOS areas or landscaped areas of the Lot or Parcel) so as to prevent its spread within Troon Village.

E. All Desert Broom must also be continuously removed from any public areas adjacent to Lots or Parcels.

F. It shall be the Owner's responsibility to receive the proper approval from the City of Scottsdale before removing any invasive plants in any NAOS areas.

**3. Feeding Wildlife**

No activity shall be conducted within the Property and no object of any kind shall be placed on the Property for the purpose of, or that has the effect of, attracting wildlife, other than birds that do not create a nuisance or a health or safety hazard.

**4. Guest Parking**

Parking requirements in Troon Village are set forth in Section 4.13 of the Declaration. Section 4.13 of the Declaration states that an Owner may seek prior written approval from the Board to park vehicles on the streets within the Property during special events such as social gatherings, unless the Board has adopted rules regulating parking within the Property in accordance with the provisions of Section 5.04 of this Declaration, in which case the Owner shall comply with those rules and regulations;

A. Guests of Owners and occupants may park on the street during the time that such guests are visiting the Owners and/or occupants of a Lot, so long as such vehicles are not otherwise prohibited by the Declaration, such vehicles do not create a safety hazard or a nuisance, and such vehicles are not parked overnight. "Overnight" shall be any time between the hours of 12:00 a.m. and 6:30 a.m.

B. Overnight guests shall park in the Owner's garage. If, however, there is insufficient space in the Owner's garage for the guest to park, guests may park overnight on the driveway of the Owner of the Lot.

C. For the purposes of this rule, "guest" shall be defined as a person residing with the occupants of the Lot for no more than 30 consecutive days and no more than 60 days in any twelve (12) month period. Any persons residing with the occupants of the Lot for longer periods of time shall be considered residents of the Lot, rather than guests.

D. If an Owner wishes to allow guest parking in any way that would vary from the above rules, the Owner must obtain the prior written approval of the Board.

**Important Notice**

Except for guest parking, as noted herein: (a) no other vehicles shall be parked on the streets except for such periods of time as shall be reasonably necessary to load or unload, and (b) all vehicles are to be kept in enclosed garages on Lots.

Some sub-associations within Troon Village may have additional restrictions on parking. If a sub-association's requirements are more restrictive, their requirements will control for that subdivision.

**5. Mistletoe**

A. Mistletoe is considered to be a nuisance in violation of Section 4.18 of the Declaration.

B. All mistletoe must be removed from the Lots and Parcels, and must continually be removed from the Lots and Parcels as it comes back to prevent its spread within Troon Village.

**6. Rentals and Timeshares**

A. Dwelling units may be rented only to a single family, and must have a minimum rental period of six (6) months.

B. As time-share arrangements are not in compliance with the occupying of a dwelling unit by a single family, or with the residential character of TVA, no time-share arrangements may be constructed or sold.

C. No Owner or property management company may market any dwelling unit for vacation property for less than six (6) months. Furthermore, any marketing of a dwelling unit must be for only a single family.

D. Each Owner who is renting his or her dwelling unit must provide TVA with the name and contact information of each adult tenant, the time period of the lease, and a description and license plate numbers of the tenants' vehicles, and pay any applicable fees for such registration.

F. Sub-associations may have restrictions that are stricter than the above criteria based upon their own rules.

G. If an Owner violates any of the above requirements, TVA may impose a monetary penalty in accordance with TVA's monetary penalty policy and applicable law.

**7. Restricting Sales of Goods on Lots or Parcels**

A. Public Sales of Goods shall not be conducted on any Lot or Parcel. A "Public Sale of Goods" shall mean any sale of new or used goods that is open to an unrestricted number of unidentified customers, including, without limitation, garage sales, yard sales, moving sales, and public estate sales.

B. Private estate sales may be conducted within a dwelling on a Lot or Parcel, provided that: (i) the sale is restricted to a finite number of invited and identified attendees, (ii)

no sale property is visible from any Lot, Parcel, Common Area, or street, (iii) the garage doors shall remain closed during the sale; (iv) no signs are posted in connection with the sale on any property within the Association, (iv) no gate codes are disclosed to any of the invitees, (vi) a list of invitees is submitted to the Association, along with the proposed time, duration, and date of the sale, and (vii) the Association grants prior written approval of the sale.

## **8. Trash Collection Requirements**

**A. Putting Refuse & Recycling Containers Out for Collection** For the purpose of compliance with Section 4.19 of the Declaration, “the shortest time reasonably necessary to effect such collection” shall be interpreted to mean that Owners may place their refuse and recycling containers out for collection no earlier than 3:00 p.m. on the day before scheduled pickup and remove them so that they are no longer visible from neighboring property no later than 9:00 a.m. on the day following pickup.

### **B. Bulk Trash**

(a) Bulk trash is defined as yard waste, furniture, mattresses, and other household items generated from your home or within your Lot which are too large in size or too large in quantity to dispose of in your refuse container. Paint, paint thinners, strippers, pesticides, batteries, motor oils, chlorine, pool acid, tires, and other items prohibited by the City of Scottsdale or other applicable law from being disposed of through normal trash collection service are not bulk trash.

(b) In accordance with the City of Scottsdale requirements, all bulk trash should be placed on your Lot no more than 6 feet behind your property line. Piles of bulk trash must not exceed 10’ long by 6’ wide by 4’ tall. Bulk trash must not be placed in the street or on any sidewalk. All yard clippings (grass, leaves, palm tree skins and bark) must be placed in plastic bags that are securely tied.

(c) Except for Clippings (as defined in Paragraph D), all bulk trash may be placed out for collection no earlier than the Saturday preceding the week scheduled by the City of Scottsdale for bulk trash pickup. For example, if bulk trash is scheduled for the week of Monday the 18<sup>th</sup>, bulk trash may be placed out for collection no earlier than Saturday the 16<sup>th</sup>. Additionally, bulk trash must be placed out no later than 5:00 a.m. of the Monday of the week of bulk trash collection.

(d) Clippings (defined as vegetation, tree limbs, bush clippings, and other landscaping trimmings) may be placed out for collection no earlier than the Monday preceding the week scheduled by the City of Scottsdale for bulk trash pickup. For example, if bulk trash is scheduled for the week of Monday the 18<sup>th</sup>, Clippings may be placed out for collection no earlier than Monday the 11<sup>th</sup>. Additionally, Clippings must be placed out no later than 5:00 a.m. of the Monday of the week of bulk trash collection.

(e) Owners are responsible for removing any bulk trash not collected or debris left behind after bulk trash pickup within no more than 24 hours after said pickup.

### **Important Notice**

Except for the bulk trash placement permitted under the terms and conditions of this rule, all other trash and trash containers shall adhere to the restrictions of Section 4.19 of the Declaration, as interpreted by the Board in these Rules.

Some sub-associations within Troon Village may have additional restrictions on trash collection. If a sub-association's requirements are more restrictive, their requirements will control for that subdivision.

For additional information on bulk trash collection and the weeks scheduled for bulk trash collection by location, please consult the Web site for the City of Scottsdale at:

<http://www.scottsdaleaz.gov/recycle/brushguidelines>.

### **9. Use of Play Equipment**

All temporary or portable play equipment of any kind, including, but not limited to, portable basketball hoops, soccer goals, or similar equipment, shall only be used on the Lots during daylight hours. All temporary or portable play equipment shall be stored or put away immediately after use so that it is not visible from any streets, neighboring property, or the common areas when not in use. Any permanent play structures must receive the prior written approval of the Architectural Committee before installation.

### **10. Videotaping and Audiotaping Meetings**

A. All videotaping or audiotaping of meetings shall be in accordance with the following rules.

B. Only those with a legal right to attend the meeting may record the meeting.

C. No advance notice is required for an attendee to audio or video record a meeting. However, the attendee must notify the Board that he or she will be recording the meeting at the beginning of the meeting.

D. The Board has the right, at any time, to decide to undertake its own audio or video recording of a meeting. If the Board elects to do so, then it may also prohibit any other person from making an audio or video recording of that meeting, so long as the Board makes its unedited recording of the meeting available to those with a legal right to attend the meeting upon request. Such request must be made within fourteen (14) days of the date of the meeting.

E. If the Board determines that it will record a meeting prior to the time that notice for that meeting has been provided, then the notice shall notify members that the Board is recording the meeting and that any other person is prohibited from doing so.

F. Any person recording a meeting must not interfere with the meeting or the view of the meeting by any attendees. Any person recording must remain a reasonable distance from the Board or any other attendee.

G. The Board does not guarantee that any power source will be available.

H. No recording of a meeting may be published, via internet, website or any other means, to people that did not have a right to attend the meeting, without prior written Board consent. Notwithstanding the foregoing, a member may use the recording of a meeting as evidence in any dispute resolution process without first obtaining the consent of the Board.

I. Any audio and/or video tapes of the TVA Board of Directors meetings made by the Association will only be kept for a period of 21 days, unless the Board requests that tapes from specific meetings be kept on file.

#### **11. Variations for Use Restrictions**

Article 4, Section 4.33 of the Declaration provides that an Owner may ask the Board for a variance of the use restrictions in Article 4 of the Declaration, so long as the criteria in Section 4.33 are met. Section 4.33 sets forth the criteria for a variance:

- A. Either:
  - (i) enforcement of the restriction would create a substantial hardship or burden on an Owner or Occupant, or
  - (ii) a change of circumstances since the Declaration was recorded has made the restriction obsolete; and
- B. The activity permitted under the variance will not have any substantial adverse effect on the Owners and Occupants within Troon Village and is consistent with the high quality of life intended for residents of Troon Village.

Below is the process for a variance request:

- A. If an Owner believes that there is a reason as to why an Owner should be granted a variance from any provision of the Declaration, then, pursuant to Section 4.33 of the Declaration, the Owner may seek a variance from the TVA Board. The request for a variance must be submitted in writing to the TVA management and must include an explanation of how the variance meets the criteria under Section 4.33 of the Declaration. See TVA Board Request Form Variations or Appeals located on the TVA website, [troonvillageassociation.com](http://troonvillageassociation.com).
- B. Once the written request for a variance is received by TVA management, the variance request will be added to the next Board meeting agenda and the Owner



will be notified of the meeting date and place. Owners (or their representative) need to be present at the Board meeting to present their variance request. Thus, if an Owner is unable to attend the next Board meeting, the variance request may be heard at a future meeting the Owner is able to attend.

- C. The Board will then make a decision as to the approval or denial of the variance and the Owner will be notified of the Board's decision. All Board decisions are final.

## **12. Violation Enforcement Policy and Fine Schedule**

The subdivisions within Troon Village are governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Troon Village, re-recorded on August 30, 1988 at recording number 88-430025, Official Records of Maricopa County, Arizona Recorder (the "Declaration").

Per Section 9.01 of the Declaration, Troon Village Association (the "Association") is charged with enforcing the provisions of the Declaration and rules and regulations adopted by the Association ("Association Rules").

The Association's Board of Directors (the "Board") hereby adopts this Violation Enforcement Policy and Fine Schedule ("Policy") to set forth procedures for enforcement of the Declaration and Association Rules.

*The Board intends to follow the procedures set forth herein, but reserves the right, in its sole and absolute discretion, to vary from the procedures set forth herein due to the unique circumstances of individual situations so as to help ensure that only reasonable fines and enforcement measures are used.*

### **ESTABLISHMENT OF VIOLATION AND VIOLATION NOTICES**

1. **Courtesy Notice:** Upon verification of the existence of a violation, a written Courtesy Notice will be mailed to the Owner providing the specific information regarding the violation and requesting that corrective action be taken within a specific timeframe or that the violation not re-occur.

2. **Violation Notices:** If the Owner fails to remedy the violation within the timeframe set forth on the Courtesy Notice, or if the violation is initially cured but then recurs again within a period of twelve (12) months from the initial violation, a written Violation Notice shall be mailed to the Owner. The first Violation Notice shall include:

- a. The nature of the violation.
- b. The provision(s) of the Declaration or other governing document that was violated.
- c. The date the violation was observed and by whom.
- d. A date for correction of the violation (if the violation is of a continuing

nature).

- e. If applicable, the Board's intent to levy a fine against the Owner.
- f. A statement advising the Owner of the opportunity to be heard with respect to the violation and the timeframe (at least ten (10) business days after the Violation Notice was sent) to contact the Association, in writing, to exercise the opportunity to request the hearing.
- g. A statement advising the Owner of the manner in which the Owner may contest the violation.
- h. A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

3. Subsequent Violation Notices and/or Continuing Violations: If the violation still exists after the time-frame for compliance in the initial Violation Notice or if the violation re-occurs again within twelve (12) months of the initial violation, subsequent violation notices may be sent to the Owner, containing the information required under Paragraph 2, and/or additional fines may be imposed under the same terms and conditions as set forth below.

## **FINES**

1. Hearing and Waiver of Right to be Heard: If requested within the timeframe prescribed in the notice to the Owner, a hearing will be granted during the next Board meeting or at such other time jointly determined by the Board and the Owner. Any of the following shall constitute a waiver of the Owner's right to the hearing:

- a. The Owner does not contact the Association to request a hearing in the timeframe prescribed in the Violation Notice to the Owner;
- b. The Owner does not respond to the Association's reasonable attempts to schedule a hearing;
- c. After a hearing is scheduled, the Owner does not attend the hearing or provide at least forty-eight (48) hours' notice of their inability to attend the hearing.

A fine may be imposed after the hearing or after the Owner waives the right to be heard. If an Owner waives the right to be heard, the Board will make a decision regarding a fine based on the information it has. Any fine imposed may be applied retroactively to the initial date of the violation.

2. Notice and Amount of Fines: The Owner will be given written notice of the amount of any fines imposed and the due date for payment of such fines. The Board intends to impose fines generally in accordance with the attached Fine Schedule for violations listed on this schedule; however, the Board reserves the right to vary from this schedule based on the nature and severity of the offense and the number and history of violations by the Owner. The amount of the fines imposed by the Board may range from \$25.00 to a

maximum of \$500.00 per calendar day or the daily amount received by an Owner for daily rental, whichever is greater.

3. Fines for Continuing and Recurring Violations: Once it has been determined by the Board that the violation is a continuing violation, the Board may impose reasonable continuing fines (such as daily, weekly or monthly fines) while the violation continues, and such continuing fines shall accrue until the Owner notifies the Association that the violation has ceased and the Board confirms that it has ceased. If any violation recurs within twelve (12) months from a past violation, it will be considered a subsequent violation related to that past violation for the purpose of imposing fines.

#### **REFERRAL TO LEGAL COUNSEL**

Where it is determined to be in the best interest of the Association, the Board may, at any time during the enforcement process, refer the violation to legal counsel for action seeking injunctive relief against the Owner to correct or otherwise abate the violation, or to pursue any other legal or equitable remedy that may be available to the Association. If legal action is taken, the Board will pursue reimbursement of the cost of such action, including attorney's fees, from the Owner to the extent allowed by the Declaration and/or Arizona Revised Statutes.

## **FINE SCHEDULE**

### **TRASH/RECYCLE RECEPTACLES**

Courtesy Notice – no fine

Violation Notice - \$25 fine per day left out

Subsequent Notices - \$25 fine per day left out

Continuing Violations - \$25 fine per day left out

### **BULK TRASH**

Courtesy Notice – no fine

Violation Notice - \$150

Subsequent Notices - \$150

Continuing Violations - \$150 per week left out

### **PARKING AND VEHICLE VIOLATIONS**

Courtesy Notice – no fine

Violation Notice - \$25 fine

Subsequent Notice - \$50 fine

Continuing Violations - \$250 fine per month that there are one or more parking violations during the month

### **LANDSCAPING VIOLATIONS (INCLUDING WEEDS)**

Courtesy Notice – no fine

Violation Notice - \$25 fine

Subsequent Notices - \$25 fine

Continuing Violations - \$50 fine per week

### **FAILING TO PROPERLY MAINTAIN STRUCTURES ON LOT (INCLUDES PAINTING)**

Courtesy Notice – no fine

Violation Notice - \$25 fine

Subsequent Notices - \$25 fine

Continuing Violations - \$50 fine per week

### **UNAPPROVED/PROHIBITED ITEMS PLACED/STORED ON LOT**

Courtesy Notice – no fine

Violation Notice - minimum \$50 fine

Subsequent Notices - minimum \$50 fine

Continuing Violations - \$100 fine per week

COMMENCING ADDITION OR MODIFICATION TO EXISTING STRUCTURE, OR NEW STRUCTURE WITHOUT ARCHITECTURAL APPROVAL

No Courtesy Notice provided

Violation Notice - minimum \$50 fine

Subsequent Notices - minimum \$50 fine

Continuing Violations - \$100 fine per week

VIOLATIONS OF ARCHITECTURAL GUIDELINES

No Courtesy Notice provided

Violation Notice – minimum \$50 fine

Subsequent Notices - minimum \$50 fine

Continuing Violations - \$100 fine per week

RENTAL VIOLATION (SHORT-TERM, LESS THAN ALL OF LOT OR NOT AS SINGLE FAMILY RESIDENCE)

No Courtesy Notice provided

Violation Notice – amount being charged as rent, or minimum of \$200 fine per day

Subsequent Notices - amount being charged as rent, or minimum of \$200 fine per day

Continuing Violations - amount being charged as rent, or minimum of \$200 fine per day

TRADE OR BUSINESS VIOLATION

No Courtesy Notice provided

Violation Notice - minimum \$100 fine

Subsequent Notices - minimum \$100 fine

Continuing Violations - \$500 fine per day

ANIMAL OR ANIMAL-RELATED STRUCTURE VIOLATION – NO INJURIES

Courtesy Notice – no fine

Violation Notice - \$25 fine

Subsequent Notices - \$25 fine

Continuing Violations - \$25 fine per day

ANIMAL VIOLATION CAUSING INJURIES TO PERSON(S) OR OTHER ANIMAL(S)

First Notice – minimum \$250 fine

Second Notice - minimum \$500 fine

Third Notice – minimum \$750 fine

Fourth Notice - minimum \$1,000 fine

Continuing Violations - \$100 fine per day

**SIGNAGE VIOLATION**

Courtesy Notice – no fine

Violation Notice - \$25 fine

Subsequent Notices - \$25 fine

Continuing Violations - \$50 fine per week

**NUISANCE OR NOISE VIOLATION**

Courtesy Notice – no fine

Violation Notice - minimum \$50 fine

Subsequent Notices - minimum \$50 fine

Continuing Violations - \$100 fine per week