

welcome

Dear New Homeowner,

On behalf of The Village at Lynx Creek Owners Association Board of Directors and the other homeowners of The Villages at Lynx Creek, we welcome you to our community. Over the coming months we look forward to meeting you, whether it be walking down the streets, at the pool, or at a community activity.

The operation of your homeowner's association is governed by a Board of volunteer Directors. The five Board members are elected on a staggered basis by the community. The Board is responsible for overseeing the daily functions and financial responsibilities of the Association, and for maintaining members' compliance with the established rules and guidelines. Please take the time to read through the Declarations and Bylaws you received during the home purchase process. Copies are available on the community website and at our office. There is a monthly Board meeting at the community clubhouse. All homeowners are invited.

Our community website, www.villagesatlynxcreek.com, is a repository of information regarding The Villages at Lynx Creek and the surrounding area. Upcoming activities and events, announcements, a community calendar, Declarations and Bylaws, architectural review forms, and volunteer committee information can all be found there. Please take a few minutes to visit and familiarize yourself with this resource and to get to know your community. The website provides ready answers to most of the question's homeowners have.

The Villages at Lynx Creek is self-managed with a wonder team. Our Property Manager, Gail Haugland can be reached at (928)772-7047 or via email at thevillagesfinance@gmail.com. She should be contacted regarding any service issues in regards to community property, any apparent violations of rules and guidelines, and for any questions about your homeowner dues and assessments.

As a new homeowner, you may already have some ideas on how you'd like to improve your property. Please keep in mind the Association has an Architectural Review Committee to help maintain the quality of our neighborhood. Its function is to evaluate the plans for all exterior landscaping, repairs and remodeling (such as painting, decks, fences, trees and bushes, replacement roofs, etc.) in order to ensure compliance with all covenants, restrictions and guidelines. The purpose of this review is to protect our scenic environment and maintain the value of our homes. Modifications to the exterior of your home and property must be submitted to the Architectural Control Committee for approval before any work begins. If work is started without prior approval, the homeowner may be required to alter or remove the changes.

Again, welcome to The Village at Lynx Creek! We know you'll find this neighborhood is a great place to live and we encourage your participation in our activities and functions.

Sincerely,

Board of Directors
The Villages At lynx Creek

The Villages FAQs



The Villages of Lynx Creek is a 55+ Home Owners Association (HOA) governed by CC&R's, Bylaws, Rules & Regulations and Architectural Rules. There is a five-person Board of Directors and elections are held annually, The Villages is self-managed with onsite office staff.

All rentals or sales: Handled by the property owner and/or realtor, the association does not rent or sell any properties, each lot (land) is deeded to the owner. Rental and Sales information is posted on the bulletin board opposite the office, alongside maps of The Villages for those wanting to drive through and view property for rent or sale. The speed limit in The Villages is 10 mph.

Dues: Current monthly HOA dues are \$130.00 a month, this amount covers use of The Villages' amenities, trash, sewer and water services. Other services such as TV, Internet, etc., are the responsibility of the owner/resident.

Some properties use electricity provided directly with APS (AZ utility). Other properties use "Pass-Through Electricity." This is when the association purchases electricity in bulk form and bills the individual monthly usage fees to the owner. This fee is included in the owner's monthly statement.

Occupancy: Two person per property, one must be 55 years old and the other must be at least 45 years old, visiting guest rules need to be followed per the CC&R's. On-street parking is not permitted after 10:00 pm, rules need to be followed per CC&R's.

Pets: Two per household with Proof of Vaccination, rules need to be followed per CC&R's and Dog Park Club.

Amenities: Social Hall, Pool, Spa, Gym, Laundromat, Woodshop, Activities Room, Billiards Room, Card Room, Library, Tennis & Pickleball, Bocce Ball, Horseshoe Pit, Dog Park. Owners may also rent RV storage, when space is available.

**ADDITIONAL INFORMATION IS AVAILABLE ON THE VILLAGES' WEBSITE:
WWW.VILLAGESATLYNXCREEK.COM**

THE VILLAGES AT LYNX CREEK
12200 E SR 69
DEWEY, AZ 86327
TEL: (928) 772-7047

PET REGISTRATION

LOT # _____ OWN _____ RENT _____

OWNER'S NAME: _____ PHONE # _____

CHECK: _____ DOG NAME _____ BREED _____

_____ DOG NAME _____ BREED _____

_____ CAT NAME _____ BREED _____

_____ CAT NAME _____ BREED _____

ARE ALL SHOTS CURRENT? _____ REGISTERED? _____

PLEASE ATTACH A COPY OF RECENT SHOT/VACCINATION DOCUMENTATION



Information For Recieving Mail by Postal Service:

Your MAILING1 address is:

(Your Name)

12200 E. State Route 69 # _____
(Lot Number)

DEWEY, ARIZONA 86327



your PHYSICAL ADDRESS is:

(street name & number)
PRESCOTT VALLEY, ARIZONA 86314

VILLAGES AT LYNX CREEK REGISTRATION

12200 E HIGHWAY 69, DEWEY, AZ 86327

Circle one: Renter / Owner

This form is a registration for **informational purposes only**:

The owner(s) _____ of Lot # _____ and the following

Renter(s) _____

Permanent Address _____ City _____ State _____ Zip _____

Telephone # _____ Additional Telephone # _____

Email Address _____ Additional Email _____

Move-in Date _____ Move-out Date _____

THE VILLAGES AT LYNX CREEK OWNERS ASSOCIATION

The Villages at Lynx Creek is a 55+ Adult Community under the Housing for Older Persons Act (HOPA). As such, its owners and/or renters must meet certain age requirements. In accordance with our CC&R's, one of the lot owners or lessees must be at least 55 years of age and the other at least 45 years of age. Age certifications are therefore required to assure that these standards are met.

TENANT EMERGENCY INFORMATION

In the event of an emergency, please list who you would like us to contact:

Contact Name: _____ Relationship to Tenant:: _____

Phone # _____

Contact Name: _____ Relationship to Tenant:: _____

Phone # _____

Please indicate any pertinent information (medical or otherwise) that The Villages can release to emergency personnel or other related personnel in the event of an emergency:

HOPA AGE VERIFICATION – JUNE 2021

In order to comply with the requirements of HOPA (Housing for Older Persons Act), we are surveying all owners/residents to verify their ages. HOPA allows owners in our 55+ community to be exempt from familial status discrimination in selling or leasing their property, and also allows our community to maintain its age-restricted status if we comply. (www.hud.gov/sites/documents/DOC_7769.PDF) Please complete this form and return it to the HOA office, either in person or by mail, before July 14. (You may return it along with your election ballot.) Office personnel will follow up to assure that we receive a survey form from the owners/residents/tenants of each lot. Thank you for your cooperation. The Villages HOA Board of Directors

Lot # _____

Owner/Resident Name _____ Birthdate _____

Driver's License ID Number _____ State _____

or

Other ID _____

Owner/Resident Name _____ Birthdate _____

Driver's License ID Number _____ State _____

or

Other ID _____

Are you a full-time resident? Yes _____ No _____

If you are not a full-time resident, do you rent out your lot for any part of the year? Yes ___ No ___

If you rent out your lot/home, please provide this additional information about your tenants:

Tenant Name _____ Birthdate _____

Driver's License ID Number _____ State _____

or

Other ID _____

Tenant Name _____ Birthdate _____

Driver's License ID Number _____ State _____

or

Other ID _____

I/We confirm that the above certification is true to the best of my knowledge.

Owner/Resident signature _____ Date _____

Owner/Resident signature _____ Date _____

COMPLIANCE AGREEMENT

In compliance with Arizona Revised Statutes (A.R.S. 33-1806), Item 3(h), I (we), the undersigned purchaser(s) of Lot _____ in The Villages at Lynx Creek, hereby acknowledge that the Declarations, By-Laws and Rules & Regulations of The Villages at Lynx Creek Owner's Association constitute a contract between the Association and me (the purchaser). By signing this statement, I (we) acknowledge that (we) have read and understand the Association's contract with me (the purchaser). I (we) also understand that as a matter of Arizona law, if I fail to pay my Association assessments, the association may foreclose on my property.

This executed form must be returned within fourteen (14) calendar days to:

The Villages at Lynx Creek Owner's Association
12200 East State Route 69
Dewey, AZ 86327

Signed this _____ day of _____, 20____.

Purchaser/Tenant

Purchaser/Tenant

The Villages at Lynx Creek Owners Association, Inc.
Liability Waiver

Thank you for using The Village at Lynx Creek Owner's Association, Inc. (the "Association") facilities. The Association requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Liability Waiver.

I declare that I intend to use some or all of the facilities offered by the Association, including, but not limited to, the fitness center, swimming pool, tennis courts, pickle ball courts, craft and other workshops and meeting rooms (collectively, the "facilities") and to participate in events sponsored from time to time by the Association (the "events"). In consideration for being allowed to use the facilities and participate in the events (collectively, the "activities"), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities, programs and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or programs brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of the Association whenever I participate in the activities. I agree to immediately inform a representative of the Association, and to stop participating in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requested to stop and rest by an Association agent or employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Association will not provide to me any insurance coverage.
6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics or fitness activities. I also acknowledge that I have been strongly advised to obtain yearly or more frequent physical examinations and to review with my doctor the activities that are best suited to me. I understand that my decision to participate in the activities is voluntary. The Association does not have the resources to review, and is not responsible for reviewing, my decision to participate in the activities. I acknowledge that I have either had a physical examination and been given my physician's approval to participate in the activities, or I have elected to participate in the activities without the approval of my doctor and hereby assume all risk and responsibility for my participation in the activities.
7. By signing this document, I acknowledge that I have voluntarily chosen to participate in the activities. I assume all risk for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release, waive, discharge and hold harmless the Association, its directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.

I declare that the terms of this Liability Waiver have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Liability Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature _____	Printed Name _____	Date _____	Lot _____
Signature _____	Printed Name _____	Date _____	Lot _____

SUPPLEMENTAL RULES for LEASING or RENTING PROPERTIES IN THE VILLAGES

1. Owners are required to follow these Rules when Renting or Leasing their Villages Property. See CC&R 1.22 which provides the authority for these rules.
2. Lease/rental agreements must be for a term of at least three months. Rental of the property for short terms such as Vrbo, BN, Air BNB, etc are prohibited
3. Rental/ Lease Agreements must Address Key Items such as:
 - a. Age requirements of the Tenants as this is an age restricted community.
 - b. That Tenants must follow the rules of The Villages at Lynx Creek Owners Assoc. This includes CC&Rs, all controlling documents, and posted rules and regulations.
4. Owners must, immediately upon execution of the Lease/ Rental Agreement, inform the office of the Lease/ Rent Agreement and provide the office with a copy of the Lease/ Rental Agreement.
5. Clearly spell out the penalty for failure to meet Lease/ Rental Agreement obligations, including the Tenants obligation to obey and follow the Association rules.
6. Spell out as a term of the Lease/ Rental Agreement that the Tenants are required to register with the office, complete the Tenant Registration form, provide all required information, including emergency contacts, give a copy of their ID and obtain Name Badges. Failure of Tenants to register will result in a Violation and potential subsequent Fine to the Owner.
7. If it is an RV lot being rented or leased, follow the age and size limitations of RV setting-up on a Villages lot. Age of an RV is a maximum of 15 model years old and the RV size must allow it to fit within the set-backs on the lot. Allowing an older or oversized unit to set-up on a lot will result in a Violation and possible fine to the lot Owner.
8. Owners failing to comply with these Lot/ Home/ Park Model Rental/ Lease Rules or Whose Tenant(s) violate any Association Rule may receive a violation, followed by a Fine if the violation is not resolved in the permitted time frame. Keep in mind, the owner(s) are responsible for the conduct of the Tenant(s) and may be required to pay fines levied as a result of their Tenant(s) actions.

Approved by the Board of Directors

Villages at Lynx Creek Home Owner's Association, Inc.

Rev. 2-21

ACKNOWLEDGEMENT OF EASEMENT REGULATIONS

I, _____, am the legal owner of Lot # _____ in The Villages at Lynx Creek and do hereby acknowledge the Architectural Guidelines regarding placement of lot improvements on easements:

"On all lots, it is wise to completely avoid any construction within easement areas. If not adhered to, the owner is responsible for any loss or damage to the construction feature if necessary, to maintain, construct, or re-construct utilities or public features in those areas."

I hereby acknowledge and agree that in the event the Association or a utility company exercises its easement rights over the utility easement area of my lot, any improvements made by me or by any prior owner of my lot may be removed by the Association or the utility company as determined by the Association or the utility company to be necessary to exercise its rights, and neither the Association or the utility company will be responsible for repairing or replacing any such improvements. I understand that it will be my responsibility to pay for the removal, repair and replacement of all such improvements at my sole cost notwithstanding the fact that such improvement and the installation thereof within the utility easement area on the lot were approved by the Association's Architectural Committee.

Dated this _____ day of _____, 20____.

Printed Name: _____

Signature: _____

CONSENT TO RECEIVE STATEMENTS OF ACCOUNT VIA EMAIL

Pursuant to Arizona law, The Villages at Lynx Creek Owners Association (the "Association") is required to provide statements of account to each owner. Each statement of account will include information regarding the current account balance due, as well as the immediately preceding ledger history. Statements of account will typically be provided by mail, but as alternative, may be provided to an owner electronically, so long as the owner consents to receiving electronic statements. Owners who desire to receive electronic statements of account must complete this consent form.

I, the undersigned owner, request that the Association provide statements of account to me via email in lieu of mailed statements of account.

I certify that I am an owner of the lot or unit described below and that all owners of the property at the address listed below have authorized me to provide this written consent to use the following email address for providing statements of account on behalf of all owners collectively. That email address is:

[PLEASE TYPE OR PRINT EMAIL ADDRESS CLEARLY]

I understand that I am responsible for providing a functioning email address and updating the email address designated above. I further understand that the Association is entitled to use the email address I have provided until such time as I provide written notice of any change to such email address or revocation of this consent form.

Owner's Name (please print)

Owner's Signature

Lot/Unit Number

Property Address

Date

Communications

Lot # _____

I would like my birthday listed in the newsletter Y__N__

Name/Birthday _____

Name/Birthday _____

I would like my anniversary listed in the newsletter Y__N__

Anniversary _____

I would like my email listed in the directory Y__N__

Email _____

Email _____

I would like my phone # listed in the directory Y__N__

Name & Phone Number _____

Name & Phone Number _____

*I would like to receive important community
Information through a ROBO call* Y__N__