

# **PRESCOTT COUNTRY CLUB PROPERTY OWNERS ASSOCIATION RULES, DEFINITIONS AND STANDARDS**

## **1. STATEMENT OF PURPOSE:**

The following Rules, Definitions and Standards are to assist in carrying out the duties of the Property Owners Association of Prescott Country Club by the Board of Directors, the Architectural Control Committee or other agents who are empowered to, or required to, enforce the CC&R'S within the various subdivisions of Prescott Country Club. The purpose of these Rules, Definitions and Standards is to promote the health, safety and welfare of the residents of Prescott Country Club and to protect property values and quality of life by protecting neighborhoods against blighting and deteriorating influences by establishing minimum standards for the exterior condition of buildings and for the maintenance of all exterior premises and vacant land. Standards shall include, but not be limited to consideration of health, safety property values and aesthetic matters. These Rules, Definitions and Standards are intended to implement and provide for the enforcement of the provisions of the CC&R'S.

## **2. PROPERTY MAINTENANCE STANDARDS:**

2.1. DEFINITIONS: All terms defined in the CC&R'S have the same meanings in these standards. Other terms are as follows:

Abandoned Refrigerator: Any abandoned, unattended or discarded refrigerator, ice box or other container which has an airtight door, lid or other locking device which may not be easily released from the inside; Any such device which is accessible to children shall be deemed abandoned.

Abandoned Vehicle: Any vehicle, horseless carriage, classic car, historic vehicle, or street rod vehicle, which is without current license plates or tabs or is inoperable, stripped, unclaimed, junked, or discarded; This shall also mean a vehicle being repaired, when such repairs take thirty (30) days or more. For purposes of this section, this term shall also refer to a dismantled and partially dismantled motor vehicle and inoperable vehicle.

Accumulation of Filth: Littered, trash covered areas, including Debris, Weeds, Garbage, Rubbish, Rubble or Refuse on premises.

Architectural Control Committee or A.C.C.: The committee referred to in the CC&RS of every unit of Prescott Country Club, for regulation and enforcement of architectural and maintenance standards.

Blighted or Blighting: Unsightly conditions including the Accumulation of Filth or Debris; fences, Buildings or other Structure characterized by holes, breaks, rot, crumbling, cracking, peeling or rusting; landscaping that is dead or damaged through the natural elements or otherwise; and any other similar conditions of disrepair and Deterioration.

Blighted Exteriors: Exterior surfaces, deteriorated, so as to be a threat to health or safety, or otherwise deteriorated or blighted appearance.

Building: A structure having a roof for support, housing, shelter and or enclosure of any person, animal or tangible goods.

CC&R's: The Master Declaration of Amended, Restated Covenants, Conditions and Restrictions for Prescott Country Club or other Declaration of Covenants, Conditions and Restrictions which pertain to a particular subdivision or unit 99 in Prescott Country Club, and which are recorded with the Yavapai County Recorder.

Complaint: A signed writing in a form designated by the P.O.A. alleging a violation of the CC&R'S or these or other Rules of the P.O.A.

Debris: Substance of little or no apparent economic value, which may be present in a state of apparent unpremeditated disarray, including but not limited to, left over, superfluous, or unwanted material including Abandoned Vehicles or parts.

Deterioration: A lowering in quality in the condition or appearance of a Building or parts thereof characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay or neglect or excessive use or lack of maintenance.

Designated Agent: Means property manager or other responsible person.

Excavation: Well, shaft, basement, cesspool, septic tank, fish pond, and other like or similar condition more than six inches (6") in diameter and three feet (3') in depth.

Exterior Opening: An open or closed window or passage between interior and exterior spaces.

Facilities; Utilities: Any plumbing, piping or fixture that conveys or disposes of liquid or waste; electric wiring, components or fixtures; mechanical heating or cooling equipment, ductwork or fixtures; and any other system, device, or portion thereof, for the transmission of sound, images, electromagnetism or the like, whether or not invented or in common use at the time these standards are adopted.

Garbage: Putrescible animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

Hazardous Waste: Any chemical, compound, mixture, substance or article which is identified or listed by the United States Environmental Protection Agency or appropriate agency of the state to be "hazardous waste."

Health Hazard: The presence of any item which adversely impacts or jeopardizes the well being or health of an individual. Such item may provide evidence of occupancy without adequate Facilities or may be inclusive of human or animal waste, medical or biological waste, gaseous or combustible material, radioactive waste, dangerous or corrosive chemical or liquid, flammable or explosive material, friable asbestos, offal and decay matter. Any such item constitutes an Imminent Hazard.

Imminent Hazard: Condition of real property that places a person's life, health, or property in peril when such condition is immediate, impending, on the point of happening, and menacing.

Infestation: The apparent presence of unpleasant, damaging, or unhealthful insects, rodents or reptiles.

Litter: Refuse or Rubbish as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

Occupant: A legal entity that, through rights of ownership or rental, has the use and enjoyment of the subject real property for purposes authorized by the CC&R'S.

Owner: A legal entity listed as current or rightful owner as recorded in the official records of the Yavapai County Recorder's Office.

P.O.A.: The P.C.C. Property Owners' Association, its designated agent (the A.C.C.), or its successor. In those units of P.C.C. which have not adopted the Master Declaration of Amended, Restated Covenants, Conditions and Restrictions for Prescott Country Club (as first recorded with the Yavapai County Recorder March 30, 1989 in Book 2134 Pages 772 through 898 inclusive, or as subsequently amended), P.O.A. shall mean and refer to the Architectural Control Committee.

Person Entitled to Receive Notice: If the Owner of the Property against whom the Complaint is brought is a member of the P.O.A., Notice shall be given to the person and at the address designated in the current records of the P.O.A. If the Owner is not a member of the P.O.A., notice shall be given to the person and to the address most recently given to the P.O.A. by the Owner or Property Manager or to the person at the address designated in the records of the Yavapai County Treasurer for the purpose of mailing property tax statements.

Pool, Recreational or Architectural: A constructed or excavated exterior area designed to contain a regular supply of water.

Pool, Swimming: Artificial basin, chamber or tank constructed and used or designed to be used for swimming, diving or bathing.

Premises: Means and includes land, landscaping, building exteriors, and the exterior of other structures, or parts thereof. Premises also include adjacent sidewalks, if any, street parkway and driveway culverts.

Property Manager: A legal entity with the authority and ability to make emergency repairs and with the responsibility to oversee the maintenance and protection of the property, and to represent the Owners interests.

Refuse: All putrescible and nonputrescible solid waste, including garbage, Rubbish, ashes, street cleanings, dead animals, and solid market, agricultural and industrial wastes.

Responsible Person: An occupant, lesser, lessee, manager, licensee, or other person having control over a structure or parcel of land or any portion thereof.

Rubbish: Nonputrescible solid waste consisting of both, combustible and noncombustible waste such as paper, wrappings, cigarettes, cardboard, cans, yard clippings, weeds, brush, wood, glass, bedding, crockery or other accumulation of filth or debris.

Rubble: Broken fragments resulting from the decay or deterioration of a building; miscellaneous mass of broken or apparently worthless materials.

Rule: Means each and every written procedure, guideline, regulation or standard adopted by the P.O.A. or the Architectural Control Committee, including, but not limited to, every portion of these Definitions and Standards.

Screened Area Exterior: An area separated by a permanent nonflexible device to completely conceal one element of a property from other elements or from adjacent property: Examples include but are not limited to fencing six feet (6') in height that is made of solid wood, brick or chain link with opaque slats.

Sound Condition: Able to support itself under reasonable loading or weather conditions, free from decay or defect.

Structure: That which is built or constructed, an edifice or building of any kind or any piece of work artificially built up or composed of parts joined together in some definite manner.

Structural Nuisance: A vacant or Unsecured Structure or portion thereof of any description which is presently open or has been open or unsecured on one or more than one occasion; or which is left open and unsecured after expiration of a notice of violation to comply by the P.O.A.; or a Structure left standing in a secured condition without visible occupation and use for a period of twelve (12) months or longer; or a well, shaft, basement, cesspool, septic tank, unsound fence, Pool, pond, and other like or similar condition where it appears that such is unattended or abandoned.

Unsecured Structure: Any Vacant Structure with a damaged or open door, window, or other opening not secured to prevent unauthorized entry.

Vacant Structure: An unoccupied or an illegally occupied Structure or an occupied Structure without adequate Facilities or Utilities.

Vegetation: Plant life of any kind.

Weed: A useless and troublesome plant, generally accepted as having no value and frequently of uncontrolled growth.

## **2.2. BUILDING EXTERIOR:**

2.2.1. Exterior Surfaces: All exposed exterior surfaces and openings shall be maintained so as to be free of Deterioration or other threat to health and safety or shall not otherwise present a Deteriorated or Blighted condition, including, but not limited to, peeling paint, curling shingles, cracked glass, Deteriorated stucco or siding, and the like.

2.2.2. Foundations. Walls and Roofs: Every foundation, exterior wall, roof and other exterior surface shall be maintained in structurally sound and weather tight condition. The foundation elements shall adequately support the building at all points in accordance with applicable County Codes, CC&R'S and Rules, and also shall be free from deterioration.

2.2.3. Outdoor Stairs, Porches, Railings: All outdoor stairs, porches and hand railings shall be adequate for safety and shall be maintained so as to be safe and in structurally sound condition. The support for railings, stairs, and porches shall be structurally sound and adequate and shall be maintained in safe condition and capable of supporting the load of normal use.

2.2.4. Other Building Standards: Any Structural Nuisance, Unsecured Structure, Health Hazard, or structure prohibited by the CC&R'S or not approved by the A.C.C. where such approval is required, shall be a violation of these Standards.

### **2.3. EXTERIOR PREMISES:**

2.3.1. General: All land, whether improved or unimproved, shall be maintained free from any Structural Nuisance, Accumulation of Filth, Garbage or a Blighting condition, which includes, but is not limited to, graffiti on walls, fences, mail boxes, etc., cement and other paving cracked or broken so as to create hazardous walking conditions or Blighted appearance, accumulation of Litter, Rubbish, Refuse, waste material, bottles, papers, glass cans, organic or inorganic materials, Abandoned Vehicles, discarded appliances, discarded furniture, broken glass, piles of mixed material, dry Vegetation, rags, empty barrels, boxes, crates, packing cases, mattresses, bedding, excelsior, packing straw, packing hay or other packing material, lumber not neatly piled, lumber stored in front yards, Hazardous Wastes, scrap iron, tin and other metal not neatly piled or anything whatsoever in which insects may breed or multiply or which provides harborage for rodents, snakes, or other harmful pests or which may otherwise create a fire hazard, or Health Hazard.

2.3.2. Maintenance of Recreational and Architectural Pools: All recreational Swimming and Architectural Pools and spas shall be maintained properly so as not to create a safety hazard, or harbor insect infestation, or create a visibly Deteriorated or Blighted appearance. Water shall not be allowed to stagnate. Fencing or other barriers required for Swimming Pool and spa enclosures shall be properly maintained. The Premises shall be free from safety hazards inclusive of, but not limited to, lack of security, water stagnation, or abandoned Pools, regardless of whether or not there is water in the Pools. All Pools shall also be free from visible Deterioration or Blighted appearance.

2.3.3. Weeds, Bushes, Trees and Other Vegetation: All exterior property areas shall be kept free from dry Vegetation, tumbleweeds, Weeds, bushes and tall grass and dead or diseased trees which are a visual Blight, which may harbor insect or rodent infestations, and any Vegetation which may likely become a fire hazard or result in a condition which may otherwise threaten the health and safety or the economic welfare of adjacent property Owners or Occupants. The Owner or Occupant is responsible for cutting or removing grass and Weeds in excess of twelve inches (12") tall fronting a street or public place or visible from neighboring property.

2.3.4. Fences, Screen Walls and Retaining Walls: All fences, screen walls and retaining walls on the Premises shall be safe and structurally sound. They shall be maintained so that they are not a Blighting or Deteriorated condition.

2.3.5. Exterior Insect, Rodent and Animal Control: All Premises shall be kept free from insect and rodent infestation and other noxious pests. This provision shall not require action to disturb the natural activity of bees, rabbits, or other insects and animals where such activity is not a danger or nuisance to any resident or residence of the area, and where other applicable legal requirements are met.

2.3.6. Abandoned Vehicles and Refrigerators: All exterior premises shall be maintained free of all abandoned vehicles and refrigerators.

2.3.7. Signs: No advertising signs except "For Rent" or "For Sale" signs shall be permitted on any residential property. Political signs are permitted to be displayed in accordance with A.R.S. 13-1808 and not sooner than 71 days before election day and must be removed no later than 3 days following election day.

**3. ENFORCEMENT:** Every violation of these Rules shall be considered a public nuisance or other violation of the CC&R'S. The P.O.A., as defined herein, is authorized to enforce against any condition which may threaten the health and safety or economic welfare of any Owner or Occupant.

3.1. Complaint: Any member or agent of the P.C.C. Property Owners' Association, may file a complaint in writing on the P.O.A form, alleging violation of one or more of these Rules or the applicable CC&R'S by another Owner or Occupant.

3.2. Investigation: The complaint, if within the jurisdiction of the P.O.A., shall be investigated by the P.O.A. and a report made within two weeks.

3.3. Notice: If the facts of the complaint are sufficiently substantiated, the Person Entitled to Receive Notice shall be sent a notice which shall include the following:

3.3.1. The provisions violated.

3.3.2. The corrective action needed.

3.3.3. That corrective action must be completed within Fifteen (15) days, unless for good, compelling and unusual circumstances, other arrangements are made prior to expiration of the Fifteen (15) day period.

3.3.4. The name and telephone number of a representative of the P.O.A. who may be contacted regarding the violation.

3.3.5. That the Owner, Property Manager or agent may, within two weeks of the Notice, request to be heard by the P.O.A. or its representative.

**3.4. Follow Up Notice:** In the event the Responsible Person does not correct the problem or make satisfactory arrangements within Fifteen (15) days of mailing of the Notice, or as agreed following a hearing, the P.O.A. shall notify the Person Entitled to Receive Notice, by certified mail or service of process, of all of the matters required in the Notice, and in addition, that unless the matter is corrected within Fifteen (15) days of the date of the Notice, the following additional action may result, and the P.O.A. is hereby authorized to take such action:

3.4.1. If appropriate, that corrective action will be taken at the direction of the P.O.A. and the Owner will be charged for such corrective action.

3.4.2. A legal action will be brought in the appropriate court for corrective action, costs and legal fees.

3.4.3. Any fee, charge or judgment not paid by the owner, shall be claimed by the P.O.A. in a lien or judgment or both, filed with the Recorder of Yavapai County.

3.4.3.1. Any such lien may be collected in the same manner as a material man's lien, or any other manner authorized by the CC&R'S.

3.4.3.2. Any such judgment may be collected in the same manner as any judgment lien pursuant to Arizona law.

3.4.3.3. All remedies are cumulative, and the use of any remedy pursuant to Arizona law or pursuant to this section titled "Enforcement," shall not preclude the use of any other remedy.

**3.5. Time of Notice; Expense of Notice:** Notice and Follow Up Notice (collectively referred to as "Notice") shall be deemed received as of the date of the mailing of the notice or of its delivery to a licensed process server. Refusal or failure to take delivery of a Notice shall not be considered a lack of Notice. The cost of mailing or service of Notice shall be charged to the Owner and shall be a lien on all Property of the Owner within Prescott Country Club and may be enforced in any manner provided for in the paragraph of this Section titled "Legal Action."

**3.6. Records:** A record of every complaint, investigation, discussion, letter, hearing or other contact with the Person Entitled to Receive Notice, Owner, Responsible Party, or Property Manager shall be kept by the P.O.A. Such records shall be retained for a reasonable time, determined by the P.O.A.

**3.7. Emergency Abatement:** All or any portion of the procedures set forth in these Rules may be suspended by a vote of a majority of a quorum of the P.O.A. Board of Directors or a majority of a quorum of the Architectural Control Committee, at a regular or special meeting, or by a document signed in lieu of such meeting, if such body determines that delay would involve imminent hazard to the health, safety or welfare of one or more Owners, Occupants or Properties within Prescott Country Club. In such case the P.O.A. may take action it deems appropriate in the circumstances, and the cost thereof shall be charged to the Owner and shall be a lien on the Owner's Property. Notice of such action shall be given to the Person Entitled to Receive Notice as soon thereafter as reasonably possible, and said Person shall be offered an opportunity to be heard as soon as reasonably possible, but shall not stay the emergency abatement.

**3.8. Futile Acts Not Required:** When the prior acts of a Person Entitled to Receive Notice indicate that an individual will be likely to refuse delivery of certified mail or to evade service of process, Notice by regular mail shall be deemed sufficient. The facts justifying such action shall be noted in the P.O.A. records. If a Notice sent by certified mail is not accepted or the process server is unable to effect service, a copy of the Notice shall be sent by regular mail but service shall be complete as of the date the Follow Up Notice was first delivered to the U. S. Postal Service or given to the process server.

**3.9 Legal Action:**

3.9.1. All money owed to the P.O.A. shall be a lien on the Property. The P.O.A. may cause a Notice of Lien to be filed in compliance with the provisions of the CC&R'S and Arizona lien statutes to claim all monies owed to the P.O.A. and unpaid for more than 30 days.

3.9.2. Any money owed to the P.O.A. and unpaid for more than 30 days may be collected in an action in the appropriate court.

3.9.3. The P.O.A., on approval of the Board, may bring an action in the appropriate court to abate a violation of the CC&R'S and these Rules, which goes uncorrected after the Notice and opportunity for hearing provisions of these Rules. In granting or denying approval, the Board may consider the finances of the P.O.A., the likelihood of success for the action, and the general benefit to the members.

#### **4. GENERAL PROVISIONS:**

4.1. CAPITALIZATION. Common nouns or phrases which are defined herein, shall be deemed to be used as defined, when they are capitalized.

4.2. RELATIONSHIP TO THE CC&R'S: These Rules are intended to implement the provisions of the CC&R'S, if a conflict between these Rules and the CC&R'S should arise, the CC&R'S, shall prevail, and to the extent necessary, only, these Rules shall be deemed invalid.

4.3. RELATIONSHIP TO OTHER ENFORCEMENT AGENCIES: Should the Premises or Responsible Party be cited as violating the standards of any governmental agency, including, but not limited to fire department, zoning authorities, health department and environmental quality agency, such violation shall also be a violation of the Rules, whether or not specifically included herein.

4.3.1. Such citation may result in action by the P.O.A., but the P.O.A. may await the outcome of governmental enforcement. Failure to enforce simultaneously shall not affect the authority of the P.O.A. to do so subsequently.

4.3.2. The P.O.A. shall not be limited in any manner by the standards of the governmental agency, but such standards shall be in addition to those set forth herein and in the CC&R'S.

4.4. FAILURE TO ENFORCE: Recognizing that most enforcement activity is undertaken by volunteer members of the P.O.A., who are not formally trained for such activity, an error of omission or commission by the P.O.A. or its agent shall not be deemed to set a precedent, to preclude future enforcement, or to be selective enforcement. All enforcement efforts will be presumed to be the best and even-handed effort of the individuals involved, under the circumstances, without compelling conclusive and overwhelming contrary evidence.

The foregoing was adopted by resolution of the Board of Directors of the P.C.C. Property Owners Association on the 3rd day of January, 1991. Amended and Approved by Board of Directors on the 21<sup>st</sup> day of June, 2005. Amended and Approved by the Board of Directors on the 10th day of March, 2021.

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Jennifer Lynch, Secretary

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Dated