

**RULES AND REGULATIONS OF THE PINE CREEK ESTATES
CONDOMINIUM ASSOCIATION, INC.
EFFECTIVE November 1st, 2020**

These Rules and Regulations (R&Rs) supersede and replace all previous editions of the Pine Creek Estates Condominium Association, Inc. Rules and Regulations.

Pursuant to Section 6.3 of Article 6 of the CC&Rs and Section 3.10(g) of Article 3 of the Bylaws of Pine Creek Estates Condominium Association, Inc., the Board of Directors hereby adopts the following as the R&Rs for governing the operation and use of any area of the condominium by any unit owner, by the family of such owner or by any invitee, licensee or tenant of such unit owner.

In the event of a conflict between a provision hereof and a provision of the CC&Rs, the provision of the CC&Rs shall prevail. Nothing contained herein shall be deemed to limit the applicability of the provisions of the CC&Rs. The Board may from time to time in its sole discretion amend, repeal, or augment these R&Rs as it deems appropriate, subject, of course, to the terms of the CC&Rs and applicable law. It is the responsibility of each owner to obtain and adhere to the stipulations of the most recent copy of these R&Rs. The Board retains the right to grant variances from these R&Rs as determined appropriate in its sole discretion.

OPERATIONS PROCEDURE

HOAMCO, our management company, maintains a 24-hour answering service to take calls from every unit owner. Initiate all requests for a needed service, a necessary repair, or a service complaint by calling (928) 776-4479, emailing our Community Manager at HOAMCO Asotelo@hoamco.com or utilizing the maintenance request on the Caliber Portal at www.hoamco.com and click on the Caliber Portal tab under Homeowners. HOAMCO will take the lead in addressing your concern. Aforementioned contacts are essential to managing the day-to-day affairs of Pine Creek Estates.

For after-hour emergencies other than ambulance, fire and police, call HOAMCO at (928) 443-3593. State that you are calling from Pine Creek Estates; give the unit number, and resident name(s) relevant to the request.

I. USAGE

- A. All units must be used, improved and devoted exclusively to residential use.
- B. No trade or business may be conducted on any unit or in or from any unit, except that an owner or other resident of a unit may conduct a business activity within a unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit; (ii) the

business activity conforms to all applicable zoning ordinances or requirements for the condominium; (iii) the business activity does not involve persons coming to the unit or the door-to-door solicitation of unit owners, lessees or residents in the condominium; and (iv) the business activity is consistent with the residential character of the condominium and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety of other unit owners, lessees or residents, as may be determined from time to time in the sole discretion of the Board of Directors.

C. The terms “business” and “trade” as used in this Rule shall be construed to have ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license, if required for such activity, has been obtained.

The following rules and restrictions apply to all units whether occupied by owners, tenants, and/or guests.

- A. No residential unit (including the garage) as well as the limited common element associated with it can be transformed into a church, temple, synagogue, mosque or other type of religious center.
- B. To avoid increases in insurance premiums or the outright cancellation of Association insurance policies, no owner, tenant, or guest shall keep or dispose of any item or substance in violation of a city ordinance, act of the state legislature, state regulation, federal regulation, or federal law.

II. MAINTENANCE AND REPAIRS

- A. The Association is responsible for structural repairs of the front and back decks and hand rails, as well as stairs and landings of each unit.
- B. Owners are responsible for regular staining or painting of front and rear decks. Periodic staining or painting of decks not only cuts down on the extent and cost of repairs but also helps the Board minimize increases in owners’ monthly HOA payments. Consistent with longstanding practice, the Board is concerned that paint and stain color is uniform throughout the complex. Accordingly, the Board furnishes the paint/stain to owners or to others hired to do the work. Any substitute paint or stain must obtain prior approval by the Board.
- C. Unit owners are likewise responsible for the proper appearance of their stairways, landings, and decks so that clutter does not impede safe entrance and exit.

- D. Unit owners are responsible for repairs of damage (including oil spills) to any common or limited common elements resulting from their actions or the actions of their guest, tenant, or of a contractor employed by them. Such repairs must be completed as soon as possible. Otherwise the Board will contract to have the work done and bill the owner accordingly.
- E. Skylights are not treated the same as windows; the Board will determine responsibility for repair/replacement on a case-by-case basis based upon the provisions of the Governing Documents. The unit owner must notify the Board of any leaks.
- F. No change may be made to the unit exterior without the prior written approval of the Board. All architectural requests will be reviewed and voted on at the monthly board meetings which occur on the last Monday of each month. Emergency requests will be handled on an individual basis.
- G. Any structural change to the interior of a unit, such as the removal or relocation of a wall cannot be undertaken unless the owner obtains a city permit and provides a copy of the permit to the Board, second, has received Board approval to proceed. (See also XV, B)

III. SATELLITE DISHES

Although antennas one meter or less in diameter or diagonal measurement which are designed for over-the-air reception of signals from direct broadcast satellites are permitted, we request that the wiring and location of the antenna not be visible from the street. Further, we request that the wiring be inconspicuous in color. The antenna must be attached to the fascia NOT on the roof. **OWNERS ARE RESPONSIBLE FOR ANY DAMAGE DONE TO THE ROOF OR SIDING AS A RESULT OF INSTALLING OR REMOVING THE ANTENNA OR DISH.**

IV. FIREWOOD AND STORAGE OF HAZARDOUS MATERIALS

- A. As a safety measure for neighbors' units as well as theirs, all owners and tenants who burn real wood in their fireplaces should have their chimneys inspected and cleaned each year. These steps should be taken before the first seasonal use of the fireplace.
- B. To avoid multiple problems, firewood must be stored in the garage or on some other foundation rather than next to wooden walls or on wooden decks.
- C. Ashes from fireplaces constitute a *fire hazard* and must not be discarded in common elements of Pine Creek Estates Condominiums. Nor may they be placed in trash receptacles serviced by the City of Prescott, as per the lettering on these plastic containers: "No ashes, oil, chemicals, or solvent."
- D. Consistent with recommendations of the Prescott Fire Department, make sure to store flammable liquids and oily rags in tightly sealed containers, whether inside

the unit or in the garage. Periodically remove rubbish from attics and garages. Do not store combustibles near the stove, heater or fireplace.

V. PETS

In certain respects, Pine Creek Estates is not an ideal setting for pets. Most units lack backyards, neighbors live quite close to one another and no space has been set aside for animal play. Still, residents are entitled to the joy of living with pets.

Various restrictions apply, however, and owners are both responsible and accountable for their animals. No animals, birds, fowl, poultry or livestock shall be maintained or kept in any units or on any other portion of the Pine Creek Estates property. No more than two permitted pets may be kept or maintained in a unit if they are kept, bred or raised solely as domestic pets and not for commercial purposes.

For purposes of this section, a “permitted pet” shall mean a household bird or a dog or cat. No permitted pet shall be allowed to make an unreasonable amount of noise, cause an odor, or to become a nuisance. **ALL DOGS SHALL BE KEPT ON A LEASH WHEN OUTSIDE A UNIT OR ANY LIMITED COMMON ELEMENTS ALLOCATED TO THE UNIT, AND ALL DOGS SHALL BE DIRECTLY UNDER THE UNIT OWNER’S CONTROL AT ALL TIMES. ANY PERSON BRINGING A DOG INTO THE COMMON ELEMENTS SHALL IMMEDIATELY REMOVE ANY FECES DEPOSITED ON THE COMMON ELEMENTS BY THE DOG.**

Any unit or limited common element where a permitted pet is kept or maintained shall at all times be kept in a neat and clean condition. No structure for the care, housing, confinement, or training of any animal or pet shall be maintained on any portion of the common elements or in any unit so as to be visible from the exterior of the building in which the unit is located. Upon the written requirement of any unit owner, the Board of Directors shall determine whether, for the purposes of this section, a permitted pet is a nuisance or is making an unreasonable amount of noise or causing an odor.

The Board of Directors shall have the right to adopt, amend and repeal rules and regulations governing the keeping of permitted pets in the condominium, and such rules and regulations may include limitations on the height and/or weight of permitted pets. .

The following additional rules and restrictions apply to all units whether occupied by owners, tenants, and/or guests.

- A. Dogs are permitted although the Board cautions against adopting a wild or “hybrid” canine, also one bred for fighting that might threaten the safety of residents, especially small children. The responsibility for any such attack falls wholly on the owner. Cats are acceptable, although again the board recommends against adopting feral or hybrid cats, for which the Prescott city code (Title V, 5-2-7) prescribes special restraints (also applicable to hybrid dogs). A caged songbird or parrot is permitted, as are goldfish and other fish species contained in a fish tank.

- B. To avoid the very real problem of attracting wild animals, pet owners must make certain *never* to leave domestic animal food or water on their decks or common elements. Whether pet owners or not, all residents should not feed javelina, skunks, raccoons, and other wild animals.
- C. Residents generally should not tether their pets outside, especially when the dog or cat is small enough to become prey for wild animals. In some instances, however, a dog owner may chain or tie his animal to a railing or other solid station for a short time. This might occur, for example, when an owner interrupts walking the dog to shovel snow or assist a neighbor.
- D. Just as dogs differ from cats in fundamental respects, restrictions on them must also differ. Unlike cats, dogs are not permitted to roam without the owner present. Dogs always should be leashed and controlled by owners or designated others. Although domestic cats may roam unsupervised, any cat that becomes nuisance by recurring and unwelcome visits to another unit must be confined or otherwise handled by its owner to end the problem. In sum, the responsibility falls entirely on the owner of the cat.
- E. Owners and tenants must *promptly* clean up the excrement when walking their dogs. On occasion inclement weather, an emergency, or lack of a bag or scoop may necessitate a brief pause before removal. The owner or tenant must remove dog excrement deposited on the porch of a unit immediately.
- F. Dogs will bark for a variety of natural reasons, but a barking spell lasting more than 5 minutes without letup is grounds for a legitimate complaint. In such instances dog owners are responsible for finding ways and means of quieting their pets.
- G. No pets are allowed in the pool and spa areas, in the clubhouse, or pickleball court.
- H. A consequence of owning dogs and cats is the high probability of dogfights and catfights. These clashes can be minimized if not prevented altogether when pet owners exercise common sense and empathy for one another to find ways of avoiding conflicts. If all else fails call Animal Control 928-777-1135.

VI. TRASH AND RECYCLING CONTAINERS

- A. Trash and recycling containers must remain inside garages until the evening before scheduled pickup and must be removed by the end of next day. Currently the city collects trash and recycled items on Wednesdays.
- B. Place both containers on the right side of the curb outside, making sure to separate them by 3 feet so as not to obstruct operation of the mechanical arms of the garbage and recycling trucks.

- C. Do not place containers next to a designated parking area or driveway; do not park close enough to these containers to interfere with collection.
- D. Cardboard boxes should be broken up and placed in blue recycling containers.
- E. Owners, renters, and guests utilizing trash and recycling containers at the Club House are responsible for moving them to the curb for pickup and promptly returning them to the Club House.

VII. PARKING AND VEHICLE RESPONSIBILITIES AND RESTRICTIONS

Pursuant to Article 6.3 of the CC&Rs, the Board designates all parking within Pine Creek Estates complex.

Because parking space is limited, rules and restrictions are necessary to keep the circle clear for emergency vehicles as well as normal traffic. Although every unit is entitled to two parking spaces with the garage as the primary space, not every secondary space (a pad) is located directly in front of the garage.

- A. Only the following vehicles may be parked within the complex: Passenger automobiles and passenger vans, trucks not exceeding a one-ton rating, and motorcycles. All vehicles must be operational and have current registration.
- B. The only commercial vehicles allowed temporary entry are those delivering goods to residents and those used by contractors for work on specific condos. While inside the complex, commercial vehicles must not park on the left side of the street. Likewise, residents receiving a shipment of goods or engaging a contractor's services should take the lead in finding temporary parking places so that commercial vehicles do not block or impede circulation of resident traffic. For example, a nearby neighbor might allow brief use of his or her parking pad. Or, the contractor might drop off equipment needed for the job before parking some distance away in a valid space.
- C. Trucks are prohibited from parking inside the complex when their rating is greater than one-ton, when hooked up to a boat or cargo trailer, or when too long or too wide to fit within a parking pad or a valid place on the outside (right side) of the street.
- D. Residents may not park more than two cars within the condo complex. Those owning three or more vehicles must find alternative parking outside Pine Creek Estates for the additional vehicle(s).
- E. Homeowners and tenants must apply for parking tags within two weeks of taking up residence. The same time period applies whenever an owner or tenant changes a vehicle.

- F. A limited number of parking spaces will be found on the outside (right) side of the circle. No more than one vehicle may be parked in such a space. The same rule applies to off-street parking on a concrete pad: one car only per pad. **MOREOVER, ALL OF THE VEHICLE MUST FIT ON THE PAD WITHOUT PROTRUDING INTO THE STREET.**
- G. No parking whatsoever is permitted in front of a fire hydrant or within 15 feet of it; in front of any driveway; in areas designated as “no parking areas,” by curbs painted red or opposite a designated parking area.
- H. Parking is never permitted on the inside (left) of the circle because it impedes access to emergency vehicles.
- I. Guests of an owner or tenant residing in the complex may park for up to 14 days so long as the vehicle displays an official “Visitor Parking Pass” hanging from the rear view mirror. The residents of each unit are entitled to two such passes. Any exceptions to this rule require Board approval.

VIII. PARKING ENFORCEMENT

Note well that the Board is authorized to remove vehicles parked in ways that impede the flow of resident and emergency traffic, thereby creating a safety hazard as well as a nuisance. *Specifically, a second vehicle crammed onto or into a space meant for only one car or truck crosses this threshold, as do vehicles parked in clearly designated red zones.* The first infraction will result in a ticket and a warning that another violation is grounds for towing. A second instance of the same violation will result in towing at the resident’s expense. A vehicle ticketed the first time that is not removed to a valid space in 24 hours will be towed without the necessity of a second ticket, again at the resident’s expense. HOAMCO has been authorized by the Board to enforce all Pine Creek Estates parking rules and regulations. The vehicle owner is responsible for all costs incurred for towing.

IX. KEEPING CREEKSIDER CIRCLE SAFE

Creekside Circle is one-way, entered from the right with vehicular traffic moving in a counter-clockwise direction. Please observe the 15 mph speed limit and watch for children, pedestrians, bicycle riders, skateboarders, and animals. Although 15 mph and one way signs are clearly marked, residents and tenants are to inform their visitors, workers and delivery vehicles of the same.

X. RECREATIONAL FACILITIES

These facilities include the clubhouse, swimming pool, spa, picnic area and game court. Regulations pertaining to their use have been formulated to ensure the safety, comfort, and enjoyment of residents and guests with a view to reducing the liability exposure of

the Association. Owners are responsible for all guests adhering to rules and regulations regarding all community facilities.

- A. The pool and spa are reserved exclusively for residents and their guests; they are not open to the general public. Entry to the pool/spa area is by a key issued to each unit.
- B. The pool and spa may not be used when closed for the winter, or at any other time when covered. In-season hours for the pool and spa are 7 AM to 10 PM daily. No lifeguard is provided, which means that pool users are responsible for their own safety. Game court hours are from 8AM to 9 PM daily and, again, users are responsible for their own safety.
- C. For health reasons no one under 14 years of age should use the spa. No more than 4 persons 14 and older may occupy the spa at any one time. Five or more in the tub causes it to overflow, thereby necessitating expensive repairs,
- D. All children under 14 should not be in the pool area unless accompanied by a parent or guardian 18 years or older. Board policy follows the lead of the Prescott Fire Department, “Never leave a child unattended in the water or pool area for any reason. If you must leave the pool area, take the child with you, making sure the pool gate latches securely when it closes.” Further, “if a child is playing near the water, an adult must be at arm’s reach and watching at all times.” Infants and small children not yet fully potty trained must wear diapers and protective rubber pants while in the pool.
- E. Pool and spa users must wear swimsuits; STREET CLOTHING IS NOT PERMITTED.
- F. To avoid possible blockage of the drain with serious consequences for operation of the swimming pool, no toy smaller than a softball is permitted. Please remove all toys from the pool before leaving.
- G. To avoid cuts and other injuries, no glass items of any sort are permitted in the pool or spa area. Paper and plastic cups are permissible, as are aluminum cans. Make sure to dispose of all trash properly. Recycling cans are located next to mailboxes at the clubhouse on the basement level.
- H. No diving, dunking, pushing or other forms of roughhousing are allowed in or around the pool or spa.
- I. The Board adjures residents and guests to uphold standards of common decency when sharing the pool and spa with others. Nudity anywhere in the pool and spa area is prohibited. Refrain from using foul language, bellowing oaths, spitting water, and similarly insensitive behavior that ruin the experience for everybody else. Bear in mind that the pool and spa are common elements for the enjoyment

of all residents and guests. Residents who make a general nuisance of themselves in ways just described may lose their pool and spa privileges. Unruly guests may be identified as trespassers to the Prescott Police Department and may be subject to arrest if subsequently discovered on the premises. Board members or indeed any resident should not hesitate in calling the police to deal with drunken, disrespectful and disorderly persons in the pool/spa area.

- J. No smoking at any time in the clubhouse and pool/spa area.
- K. Musical instruments, radios, or other devices designed to play music, show video, or broadcast commentary are not permitted in the pool, spa, or game court areas. Users of these recreational facilities can enjoy their music or other programming via battery-powered devices equipped with earphones or earplugs. The intent of this regulation is to allow enjoyment of music without subjecting others to loud or otherwise unwelcome noise.
- L. The Game Court is limited to one hour usage once court access is requested by another resident. Longer play is permitted if two or more residents agree to a specified time. Equal access to all residents is the determining factor in use limits and game time restrictions.
- M. Guests are only permitted to use the Recreational Facilities if a resident is present.
- N. Homeowners can designate a house sitter, who can use the pool and Game Court, conditional on the house sitter abiding by the CC&Rs and R&Rs with the understanding that the ultimate responsibility resides with the homeowner. If homeowner would like to designate a house sitter with permission to use the amenities, the homeowner must notify HOAMCO of the house sitter by name and for how long they will stay. HOAMCO can remind the house sitter of their responsibility being the same as the owner. The homeowner must inform the house sitter of the CC&Rs and R&Rs of the amenities. If a house sitter is going to use the amenities then the homeowner must indicate that to HOAMCO. The access to the amenities does not include reserving the clubhouse.
- O. **THE BOARD HAS THE RESPONSIBILITY OF ADMINISTRATING FINES AND RESTRICTIONS AS NEEDED.**

XI. RESERVING RECREATIONAL FACILITIES FOR PRIVATE PARTIES

Under no circumstances may the clubhouse house overnight guests.

The clubhouse may be reserved exclusively for private, non-commercial functions as follows.

- A. **CLUBHOUSE ONLY:** To reserve just the clubhouse for a social event or meeting on a first come/first serve basis, the event must be cleared with a Pine Creek Estates

events coordinator (names posted on clubhouse bulletin board). A \$100 deposit is required to guarantee the reservation, and a representative of the group seeking the reservation must accompany the events coordinator in a pre-event inspection of the clubhouse. A second inspection follows shortly after the event. At that point, if all trash has been removed and the clubhouse otherwise is in the same, clean and undamaged condition as evidenced in the pre-event inspection, the deposit will be refunded in full. Specific scheduling concerns -- such as the date and length of the event -- will be worked out with the events coordinator, who may have to accommodate other requests on the same day. As a general rule, 30 guests is the maximum for a clubhouse party or meeting. However, the events coordinator may allow a few more if necessary in his or her judgment.

- B. POOL/SPA AREA: The pool is not allowed to be reserved.
- C. THE GAME COURT: The game court is not allowed to be reserved.

D. Aside from a few spaces in front of the clubhouse or next to the game court, non-resident guests must seek alternative parking off of Creekside Circle.

XII. LEASES

Unless it is one of the grandfathered units, no other unit in Pine Creek Estates may be leased or rented under a lease-sale agreement.

- A. It is intended that the units covered by the Declaration be owner occupied.
- B. Subsequent to the date of recording of the Amended and Restated Condominium Declaration for Pine Creek Estates Condominium (the “Amended and Restated Declaration”) on September 24, 2004, leasing of units shall be prohibited.
- C. No owner may own, either directly or indirectly as a shareholder, beneficiary of a trust, member of a limited liability company, partner in a partnership, or holder of any similar interest in an entity which is the legal owner of a unit, more than one unit at one time. Owners who own more than one (1) unit on the date of recording of the Amended and Restated Declaration (“Excess Units”), shall be permitted to retain such Excess Units, provided that upon the sale of any units in excess of one (1), no replacement or additional units may be acquired.
- D. All leases for Excess Units must be in writing and must provide that the terms of the lease are subject in all respects to the provisions of the Amended and Restated Declaration and these R&Rs and that any violation of the Amended and Restated Declaration or these R&Rs by the lessee or the other occupants shall be a default under the lease.
- E. There shall be no subleasing of units or assignments of leases.
- F. Not later than five (5) calendar days after commencement of the lease term, the unit owner shall provide HOAMCO with the following information: (i) the commencement date and expiration date of the lease term; (ii) the names and contact information of each of the adult lessees who will reside in the unit during the lease term; (iii) a description and license plate numbers of the lessees’ vehicles; (iv) the address and telephone number at which the unit owner can be contacted by the Association during the lease term; and (v) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the unit.
- G. Any unit owner/property management company of a grandfathered unit who leases must provide the lessee with copies of the CC&Rs and these R&Rs.
- H. The unit owner shall be liable for any violation of the CC&Rs or these R&Rs by the lessees or other persons residing in the unit and their guests or invitees and, in

the event of any such violation, the unit owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations.

- I. As for grandfathered units, all leases must be in writing and apply to the entire unit; partial unit leases are not permitted.
- J. Leases must extend for no less than 30 days, must stipulate the start and end dates of the lease, and must name every adult occupant.
- K. All leases must specifically attest that the lessee(s) has (have) received a copy of the current R&Rs. Further, the lease must state that the lessee(s) agree to abide by these R&Rs, even when adjusted or amended from time to time in the usual manner prescribed by the Association.
- L. All leases must stipulate that subleasing of the unit is strictly prohibited.
- M. All leases must further stipulate that the tenant is permitted no more than two vehicles -- whether cars, vans, trucks, motorcycles or some combination thereof.
- N. Use of the common elements, including pool and other recreational facilities may be granted either to the unit owner or to the lessee(s), but not to both. The lease must stipulate which party is entitled to this privilege.

XIII. FINES

Some violations of the R&Rs result in monetary penalties. Written notice will be given after the first infraction unless the situation is an emergency or poses a danger to one or more residents. Fines begin with the second violation thereby allowing owners an opportunity to remedy the problem. Appropriate legal action will be taken against owners who fail to pay their fines in a timely manner.

- A. OWNER/GUEST/TENANT ACTION RESULTING IN DAMAGE TO COMMON ELEMENTS: Anyone causing damage of any kind to the common grounds and/or common elements is responsible for whatever clean-up or repair is needed to restore the area to its previous condition. Failure to comply promptly with this rule will lead to the issuing of a warning letter. Further delay on the part of the responsible party will set in motion the following fine schedule: \$100 if clean-up and/or repair have not been completed within 7 days of the date of the letter of warning, **PLUS** whatever additional costs are incurred to restore the area to its previous condition. Owners leasing units to tenants are responsible for clean-up and repairs necessitated by the actions of their tenants.
- B. ARCHITECTURAL VIOLATIONS generally take two forms. Minor matters such as unapproved alteration to exterior lights and doors or painting the exterior a color not approved by the Board will result in penalties. Fines for such infractions will be assessed on a day-by-day basis beginning 15 days from the date of issue of a

warning letter. The fine is \$10 per day for the first 7 days and thereafter \$25 daily until the matter has been resolved to the Board's satisfaction. The second type of architectural offense occurs when owners make major renovations to the interior without obtaining the necessary city permit and without prior Board notification. In such cases, the unit's interior must be restored to its original configuration at the owner's expense.

- C. OWNER APPEALS: If you receive notice of a violation, you may appeal in writing to the Board of Directors within 15 days of receipt. In that event, the Board will notify you of its decision within 30 days after its next scheduled meeting. Its decision will be final.