

# **- RULES & REGULATIONS -**

## **PINETOP COUNTRY CLUB VILLAGE (PCCV) HOMEOWNERS ASSOCIATION**

### **1. Architectural Improvements**

#### **A. Architectural Improvements**

Pursuant to Article V of the CC&R's, any building, fence, wall, tree planting, structure, addition or alteration which in any way alters the exterior appearance of a Lot or the improvements thereon (including but not limited to re-painting) must be submitted to and approved in writing by the Association's Board of Directors (BoD).

The following is the process for review of Architectural Improvement Requests submitted to the BoD using the Architectural Improvement Request Form included in Appendix A, regardless of project size. The BoD will make every reasonable effort to reach a final decision on approval or denial of an improvement request within sixty (60) days. Large and/or controversial improvement projects require that the Owner coordinates closely with the BoD so that a timely decision may be made. From October 1<sup>st</sup> to May 15<sup>th</sup>, it is unlikely that the BoD can complete the review process within sixty (60) days.

- i) The Owner shall meet with the Association President, or other Association officer if the President is unavailable, to discuss the proposed improvement so that there is a clear understanding of the scope of the proposed project, what information the BoD will require in order to make a decision, and the review process to be followed.
- ii) The Owner then submits the completed Architectural Improvement Request Form, with site plan and other supporting data attached, to the Association President, or other Association Officer, who will review the submittal and notify the Owner if additional information is required.
- iii) Owners do not have a right to make improvements to the Common Areas although the BoD may approve Architectural Improvement Requests that involve encroachments upon Common Area. Additional information about the proposed improvement that will typically be required with such a submittal include the following:
  - a) Location of existing buildings and Lot lines (site plan);
  - b) Location of underground/overhead utilities that may be affected;
  - c) patterns that may be affected;
  - d) Trees affected by or in close proximity to the proposed improvement;
  - e) Adjacent features (e.g., existing landscaping, guest parking) that may be affected.

- f) Measures to be implemented in order to minimize adverse effects associated with the completion of the proposed improvement (e.g., noise/dust abatement, utility interruption, etc.)
  - g) If a structural improvement, exceeding twenty (20) square feet, that encroaches upon the Common Area is approved by the BoD, such approval shall be conditioned upon the owner signing an Agreement for Encroachment with the Association to maintain the improvement which shall be recorded with the Navajo County Recorder (see Appendix A).
- iii) The Association Secretary will then add the Architectural Improvement Request to the agenda for the next scheduled BoD meeting. The Owner will be notified of the time and place of the meeting and that their Architectural Improvement Request is scheduled for discussion.
  - iv) Any Owner may comment on the proposed improvement either by submitting their comments, in writing, prior to the scheduled BoD meeting, or by attendance at the BoD meeting.
  - v) Within five (5) business days after adjournment of the BoD meeting, the Association Secretary shall notify the Owner of the BoD's decision and any conditions that may apply, using the submitted Architectural Improvement Request Form.

## **B. Minor Architectural Improvements**

The following architectural improvements are considered "minor" changes and do not require prior written approval from the BoD as long as the associated guidelines are strictly followed. If there is any doubt regarding the need to submit an Architectural Improvement Request form to the BoD for a proposed project, submit the form pursuant to paragraph 1A.

- i) Re-painting of an entire unit or touch-up using the same color scheme.  
 Guideline: Both units in a two-unit module (sharing a carport/garage), Units 1/2, 3/4, and 36/37 must use the same color scheme. Changing the color scheme requires an Architectural Improvement Request review and approval by the BoD (see Section 1A, above).
- ii) Re-roofing of an entire unit using the same material, color and style of shingle.
- iii) Repairing existing exterior features (e.g., porch railings, steps, siding, windows).

Guideline: Repairs shall be similar in composition, structure, and color to the existing feature.

- iv) Installing a TV antenna or Satellite Dish less than 3 feet in diameter/diagonal.

Guideline: Antennae and dishes must be installed on a unit no lower than the lowest roof line of the unit. Antennae and satellite dishes cannot be installed on Common Areas. Satellite dishes larger than three (3) feet in diameter, or diagonally, or height, require BoD approval before installation (see Section 1A, above).

- iv) Placing landscaping features (e.g., bird feeders, bird houses, birdbaths, potted plants, flowerbeds) on Common Areas.

Guideline: Landscaping features must not create a tripping hazard or impede vehicular traffic. Landscaping features should typically be within fifteen (15) feet of the unit. Flowerbeds should not extend beyond three (3) feet from the Lot line. Landscaping features placed by the Owner close to Association roads and driveways are subject to damage during snow/ice mitigation efforts by the Association and are the sole responsibility of the Owner.

## **2. Enforcement Policy<sup>1</sup>**

This policy, adopted by the Board of Directors pursuant to its authority under A.R.S. §33-1803 and Article XI, Sections 11.1 and 11.2 of the CC&R's, sets forth the procedures for enforcement of the Association's Rules and Regulations and the CC&R's<sup>1</sup>. All notices under this Policy shall be sent by U.S. mail, postage prepaid, to the address on file with the Association or if no address has been provided by the Owner, to the Lot address.

### **A. Courtesy Notice**

The Association shall provide the breaching Owner with written notice of the following:

- i) The nature of the violation(s).
- ii) The date by which the violation(s) must be corrected, which shall not be less than ten (10) days from the date of the notice.

---

<sup>1</sup> This policy does not apply to nonpayment of assessments  
Rules and Regulations Revision 11 Page 3 of 26

## **B. Notice of Violation**

Should the Owner fail to correct the violation(s) by the date provided in the Courtesy Notice, the Association shall provide the Owner with written notice of the following:

- i) The provisions of the CC&R provision(s) and/or Rule(s) that the Owner has violated.
- ii) The date of the violation(s) or when it was observed.
- iii) The name of the person who observed the violation(s).
- iv) The date by which the violation must be corrected in order to avoid any monetary penalty.

## **C. Written Response from Owner**

If an Owner sends a written response by certified mail within twenty-one (21) days after the date of a Courtesy Notice or Notice of Violation concerning the condition of the Owner's lot, the Association shall send a written response to the Owner within ten (10) days. The Association's written response shall include the information required in the Notice of Violation, if not previously provided, and the process by which the Owner may contest the violation.

## **D. Hearing Notice**

If an Owner fails to correct the violation(s) by the date set forth in the Notice of Violation, the Owner shall be provided with written notice of the following:

- i) The nature of the continuing violation(s);
- ii) The Owner's right to be heard by the Board before any sanctions are imposed.
- iii) The date, time and place of the Owner's hearing before the Board of Directors.

## **E. Change in Hearing Date**

If the Owner cannot attend the violation hearing on the date provided in the Hearing Notice, the Owner may make a one-time written request to have the hearing re-scheduled.

## **F. Hearing**

Hearings shall be conducted in open session unless the Owner requests that the hearing be held in executive session.

## **G. Monetary Penalty**

The BoD may impose a monetary penalty for each violation of the CC&R's and/or Rules & Regulations pursuant to the Fine Schedule set forth in Appendix B and any fine may be continuing in nature until such time that the violation is corrected. As an alternative, the BoD may impose a fine and hold it in abeyance upon the condition that the Owner corrects the violation by a certain date.

## **H. Payment of Fines**

An Owner shall be provided with written notice of any fine imposed and the date by which payment is due. If a fine remains unpaid fifteen (15) or more days after its due date, it shall be deemed delinquent and subject to a late fee of \$15.00 or ten percent (10%) of the unpaid fine, whichever is greater. In the case of a continuing fine, the Owner is responsible for notifying the Association that the violation has been corrected.

NOTE: Payment of a fine does not constitute a variance for the violation. All violations must be corrected regardless of whether a fine was imposed.

## **I. Tenants and Guests**

Owners are responsible for violations of the CC&R's and Rules & Regulations by their invitees, tenants and guests.

## **J. Referral to Attorney**

If a violation is not corrected by the Owner after a sanction is imposed or if the Board of Directors, in its sole discretion, determines that the nature of the violation warrants immediate action, the Association may refer the matter to counsel. Attorney's fees and costs incurred by the Association in enforcing the Rules and Regulations and/or CC&R's against an Owner shall be assessed against the breaching Owner's Lot.

*This Policy is intended to serve as a guideline in the enforcement of the Rules and Regulations and CC&R's. Nothing contained in this Policy shall be interpreted as prohibiting the Association from referring violations to counsel at any time in the enforcement process.*

### **3. Owner and Guest Parking**

Due to the limited availability of parking in PCCV and the need to afford all Owners, and their guests, equal access, the following parking rules shall apply:

- A. Owners and their guest(s) may park Personal Passenger Vehicles in their respective carport/garage, and associated driveway, if available, so long as the Personal Passenger Vehicle(s) do not impede normal or emergency traffic flow, and do not impede access to the neighboring Owner's carport/garage and associated driveway.
- B. For the purpose of this document, "Personal Passenger Vehicle" is defined as follows:
  - i) A licensed, non-commercial, motor vehicle designed to carry not more than 10 individuals;
  - ii) A licensed motorcycle/motor tricycle designed for street use; and/or
  - iii) A licensed golf cart.
- C. The following vehicles, designed primarily for recreational purposes, must be parked in an Owner's carport/garage, or at an off-site location:
  - i) All-terrain vehicles (including 3- and 4-wheel versions);
  - ii) Unlicensed golf carts;
  - iii) Watercraft (e.g., canoes, kayaks, jet skis, row boats, and powered boats);
  - iv) Snowmobiles;
  - v) Unlicensed passenger vehicles (e.g., dirt bikes, dune buggies, etc.);
  - vi) Motor homes;
  - vii) Buses;
  - viii) Trailers; and/or
  - ix) Any motorized conveyance determined by the BoD to NOT meet the definition of "Personal Passenger Vehicle," as defined herein (e.g., dump trucks, road graders, back hoes, etc.)
- D. Guests of Owners may also park their Personal Passenger Vehicle in designated Guest Parking locations throughout PCCV.
- E. Owners are NOT allowed to park any vehicle in designated Guest Parking locations.
- F. Other locations throughout PCCV that may be accessible by a vehicle CANNOT be used for temporary parking by either an Owner or their guest(s) unless written authorization is obtained from a BoD Officer.
- G. Owners are responsible for ensuring that they, and their guests, comply with these parking requirements.

#### **4. Owner Concerns, Comments, Complaints**

Owners are encouraged to use the PCCV Request for Action Form (see Appendix A) to communicate any issues or concerns that they may have regarding the Association. This form may be submitted to the Association Secretary for subsequent consideration by the BoD at the next regularly scheduled BoD meeting.

#### **5. Annual Spring Cleanup**

Each spring, the Association contracts with a landscaping company to clear vegetative debris (pinecones, pine needles, leaves, etc.) from the Association Common Area. As part of this cleanup program, the Association also provides for the removal of vegetative debris from each Owner's roof, gutters and fenced-in back yards, if applicable. In order for the Association to provide this service, each Owner must present to the Association Secretary, a signed Spring Cleanup Authorization form (see Appendix A). This is a one-time authorization and may be rescinded pursuant to the license. Owners not authorizing access to their unit's roof are obliged to remove vegetative debris, at their additional expense, concurrent with the Association's annual Spring Cleanup. Owners are reminded that access must be provided to fenced-in back yards if they want the area to be cleaned.

#### **6. Resale of Units**

Within ten days after receipt of written notice of a pending sale of a Unit, the Association will provide to the purchaser or the purchaser's agent, information required by Arizona Revised Statute 33-1806 (see Appendix C for a sample letter). The Association currently charges the purchaser a \$253.00 resale disclosure fee.

#### **7. Garage Sales**

BoD approval is required for garage sales within the Association.

#### **8. Animal Control**

In addition to complying with the restrictions set forth in Article IX, Section 4 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Pinetop Country Club Village ("CC&R's"), each resident shall keep and maintain pets in conformance with this rule. Each owner shall be responsible for any violation of the CC&R's or this rule with respect to animals visiting or residing in such owner's lot.

A. Owners shall not keep or harbor any animal which by frequent, habitual or continued noise, causes an annoyance or inconvenience to any resident in PCCV.

B. All dogs and cats must be restrained within an enclosed portion of a yard or on a hand held leash when outside of a residence and must be under the pet owner's direct control at all times.

C. No structure or fencing for animals may be constructed or placed on any Lot until same is submitted for architectural review pursuant to Article V of the CC&R's and approved in writing by the Pinetop Country Club Village Board of Directors

D. Residents shall clean up after their pets and any droppings therefrom on a lot or on the Common Area shall be placed in a bag and disposed of in a proper trash receptacle.

E. Pet owners shall be responsible for any injury to person or property caused by their pets. Please reference Appendix B for Violation Fee Schedule.

## **9. Community Area Fire Restrictions**

Many HOAs have rules that regulate the usage of fire pits. The reason is **to avoid catching on fire or causing harm** to residents, as such events could have catastrophic consequences for the community. Referencing CCR's:

### **ARTICLE III** **COVENANT FOR ASSESSMENTS**

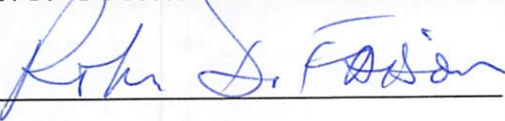
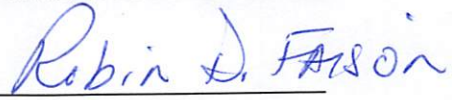
Section 3.2 Purpose of Assessments. The Annual and Special Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, **safety and welfare of the Owners**, and for the improvement and maintenance of the Common Areas.

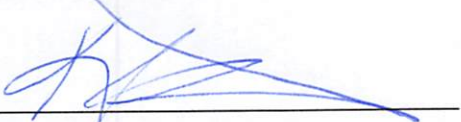
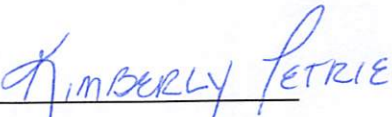
**PCCV HOA fire pit rules are:**

1. No usage of wood burning fire pits.
2. HOAs allow usage of propane, natural gas, or gel fire pits,
3. Fire pits have to have windshields/wind guards (At least 6 inches high)
4. The presence of the unit owner is necessary to supervise the area while the open flame device is in use.
5. The unit owner will be charged for any necessary repairs or replacements due to damage caused by the open flame device.
6. Please reference Appendix B for Violation Fee Schedule.

These revised Rules and Regulations were adopted by the Board of Directors for Pinetop Country Club Village Homeowners Association this 21st day of May, 2026.

PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION

By:    
Its: President Printed Name

By:    
Its: Secretary Printed Name





**PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION**

**TENANT NOTIFICATION /INFORMATION**

**Lot Number** \_\_\_\_\_

The commencement date and expiration date of the lease term:

**Begin Date** \_\_\_\_\_ **End Date:** \_\_\_\_\_

The names and contact information of any ADULTS occupying the lot during the lease:

1: \_\_\_\_\_  
**NAME** **PHONE** **EMAIL**

2: \_\_\_\_\_  
**NAME** **PHONE** **EMAIL**

3: \_\_\_\_\_  
**NAME** **PHONE** **EMAIL**

4: \_\_\_\_\_  
**NAME** **PHONE** **EMAIL**

Lessee's Personal Passenger Vehicle identification, including make model and license plate number.

1: \_\_\_\_\_  
**Make** **Model** **License Plate Number**

2: \_\_\_\_\_  
**Make** **Model** **License Plate Number**

The name, address and telephone number at which the owner (or Owner's agent can be contacted by the HOA during the lease term.

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

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

# AGREEMENT FOR ENCROACHMENT

(Existing Construction)

This Agreement for Encroachment ("Agreement") is made and entered into by and between the following parties ("Parties"):

A. PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation ("Association"); and

B. \_\_\_\_\_ ("Owner").

## RECITALS

The Parties acknowledge that the following Recitals are true and correct and constitute an integral part of this Agreement:

1. Owner owns the following real property:

LOT \_\_\_ of PINETOP COUNTRY CLUB VILLAGE, a subdivision of Navajo County, Arizona according to the plat recorded in Book 12 of Plats at Page 15 in the office of the Recorder for Navajo County, Arizona ("Lot").

2. Owner has an architectural improvement which encroaches into the common area owned by the Association as depicted in Exhibit A ("Improvement").

3. Based on the authority granted to the Association by Article X, Section 10.1 of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pinetop Country Club Village recorded at document number 2017-12653 in the official records of Navajo County, Arizona ("Declaration"), the Association has agreed to allow owner to continue with the encroachment.

In consideration for the Association granting Owner its architectural approval of the Improvement, the sufficiency of which is hereby acknowledged by the Parties, Owner agrees to the following terms and conditions which shall run with the Lot and be binding upon Owner's successors in-interest and assigns pursuant to A.R.S. §33-440.

## TERMS

1. Maintenance Obligation. Owner agrees to be solely responsible for the maintenance, repair and replacement of the Improvement in conformance with the Declaration.

2. Approval Requirement. Owner shall not make any further additions, modifications or alterations to the Improvement without the Association's prior written approval.

3. Insurance Obligation. Owner will procure and keep in force a liability policy of insurance with combined coverage limits of at least one hundred thousand dollars (\$100,000.00) for claims, demands, suits or actions relating to death, personal injury or property damage made or brought with respect to the Improvement, including, without limitation, any damage to the common area arising from its construction, use, maintenance,

or repair.

4. Obligations Run with the Land. The obligations and benefits of this Agreement shall run with the Lot and shall be binding upon and inure to the benefit of the Association and Owner and their respective successors-in-interest.

5. Attorney's Fees. If any suit or action is initiated to enforce any of the terms or provisions of this Agreement, the prevailing Party shall be entitled to the costs and reasonable attorney's fees that it incurs in any such suit or action and in any appeal or review therefrom.

6. Amendment. The rights and obligations of the Parties under this Agreement may be amended or modified by written instrument executed by the Parties and recorded with the office of the Recorder for Navajo County, Arizona.

7. Counterparts. This agreement may be executed in counterparts and all the counterparts, together, shall compromise the fully executed Agreement.

By their signatures below, the Parties agree that they have read this Agreement and understand its terms, and have voluntarily entered this Agreement of their own free will.

**PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation**

By: \_\_\_\_\_  
Its: President, Vice President, Secretary, or Treasurer (circle one)

State of \_\_\_\_\_ )  
) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, who acknowledged to me that (s)he executed the foregoing agreement for the purposes expressed herein.

Notary Public \_\_\_\_\_

My Commission expires:

**OWNER**

The undersigned acknowledge that he/she/they is/are the record owner(s) of the Lot or have the legal authority to act on behalf of the record owner of the Lot.

\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_  
Signature Signature

State of \_\_\_\_\_ )  
) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the undersigned Notary Public, personally appeared \_\_\_\_\_, who acknowledged to me that he/she/they executed the foregoing agreement for the purposes expressed herein.

Notary Public \_\_\_\_\_

My Commission expires:

**PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION  
AGREEMENT FOR ENCROACHMENT  
New Construction**

This Agreement for Encroachment ("Agreement") is made and entered into by and between the following parties ("Parties"):

A. PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION, an Arizona nonprofit corporation ("Association"); and

B. \_\_\_\_\_ ("Owner").

RECITALS

The Parties acknowledge that the following Recitals are true and correct and constitute an integral part of this Agreement:

1. Owner owns the following real property:

LOT \_\_\_ of PINETOP COUNTRY CLUB VILLAGE, a subdivision of Navajo County, Arizona according to the plat recorded in Book 12 of Plats at Page 15 in the office of the Recorder for Navajo County, Arizona ("Lot").

2. Owner wishes to build an improvement which will encroach into the common area owned by the Association as depicted in Exhibit A ("Improvement").

3. Based on the authority granted to the Association by Article X, Section 10.1 of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of Pinetop Country Club Village recorded at document number 2017-12653 in the official records of Navajo County, Arizona ("Declaration"), the Association has agreed to allow owner to proceed with building the Improvement.

In consideration for the Association granting Owner its architectural approval of the Improvement, the sufficiency of which is hereby acknowledged by the Parties, Owner agrees to the following terms and conditions which shall run with the Lot and be binding upon Owner's successors-in-interest and assigns pursuant to A.R.S. §33-440.

TERMS

1. Maintenance Obligation. Owner agrees to be solely responsible for the maintenance, repair and replacement of the Improvement in conformance with the Declaration.

2. **Approval Requirement.** Owner shall not make any further additions, modifications or alterations to the Improvement without the Association's prior written approval.
3. **Insurance Obligation.** Owner will procure and keep in force a liability policy of insurance with combined coverage limits of at least one hundred thousand dollars (\$100,000.00) for claims, demands, suits or actions relating to death, personal injury or property damage made or brought with respect to the Improvement, including, without limitation, any damage to the common area arising from its construction, use, maintenance, or repair.
4. **Obligations Run with the Land.** The obligations and benefits of this Agreement shall run with the Lot and shall be binding upon and inure to the benefit of the Association and Owner and their respective successors-in-interest.
5. **Attorney's Fees.** If any suit or action is initiated to enforce any of the terms or provisions of this Agreement, the prevailing Party shall be entitled to the costs and reasonable attorney's fees that it incurs in any such suit or action and in any appeal or review therefrom.
6. **Amendment.** The rights and obligations of the Parties under this Agreement may be amended or modified by written instrument executed by the Parties and recorded with the office of the Recorder for Navajo Pima County, Arizona.
7. **Counterparts.** This agreement may be executed in counterparts and all the counterparts, together, shall compromise the fully executed Agreement.



**PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION  
SPRING CLEANUP AUTHORIZATION**

This License Agreement is entered into by the following parties:

1. Pinetop Country Club Village Homeowners Association ("Association"), an Arizona nonprofit corporation; and
2. \_\_\_\_\_ ("Owner").

**RECITALS**

A. Owner owns the real property legally described as follows:

LOT \_\_\_\_ of PINETOP COUNTRY CLUB VILLAGE, as recorded in Book 12 of Plats at page 15 thereof in the official records of Navajo County, Arizona ("Property").

B. The Association has the authority to use its funds to promote the safety of owners of lots within Pinetop Country Club Village.

C. As part of promoting the safety of owners of lots, the Association engages licensed independent contractors to remove debris from the subdivision which may create a fire hazard.

D. Owner acknowledges that the Association is not required to remove debris from the Lot but wishes to allow such services to be performed by the Association's independent contractors.

E. In consideration of the mutual promises set forth below, the sufficiency of which is acknowledged, the parties agree as follows:

**TERMS**

1. Owner grants a license to the Association and its independent contractors to enter onto the Lot and access the roof of the home thereon for the sole purpose of removing debris which may create a fire hazard ("Debris Removal").

2. The Association shall determine the frequency of Debris Removal and the licensed independent contractor to perform such services, which services shall be paid for at the sole expense of the Association.

3. The license granted in paragraph 1 is revocable at will by Owner upon thirty days' written notice to the Association sent by certified mail, return receipt requested, to its place of business on file with the Arizona Corporation Commission and such notice shall serve to terminate this Agreement.

The undersigned acknowledges that he/she owns the Lot and is authorized to sign this Agreement on behalf of any other co-owner(s) of the Lot, or that he/she has the legal authority to sign this Agreement on behalf of the owner of the Lot.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PINETOP COUNTRY CLUB VILLAGE HOMEOWNERS ASSOCIATION**  
An Arizona nonprofit corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix B

### Fine Schedule

Architectural Modifications without Approval	\$250
Lease Restriction	\$500
Nuisance/Offensive Activity	\$50
Failure to Maintain Property	\$100
Trash Container Violation	\$25
Pet Violation	\$50
Parking in Guest Spaces (per day)	\$100
Other Parking Violation	\$50
Miscellany (not otherwise specified)	\$25
Community Area Fire Violation	\$500

\* If a fine is imposed by the BoD on a continuing basis, an additional fine shall be levied every thirty (30) days after the initial fine that the violation remains uncorrected. It is the obligation of the breaching Owner to notify the Association that a violation has been corrected.

# Appendix C

## Resale Disclosure Letter Sample

### PINETOP COUNTRY CLUB VILLAGE HOMEOWNER'S ASSOCIATION

20 E White Mountain Blvd  
Suite A5-#403  
Lakeside, AZ 85929

1 January 2022(*today's date*)

Pursuant to Arizona Revised Statute 33-1806, the Pinetop Country Club Village Homeowners Association ("Association"), an Arizona nonprofit corporation, is providing the following documents for your use:

Association Amended Covenants, Conditions and Restrictions (CC&Rs);  
Association Bylaws;  
Association Rules and Regulations (R&Rs);  
Most recent Association financial compilation report; and  
Association operating budget for current fiscal year

a) Your principal contact for the Association is:

Annie Conner,, Association Secretary  
20 E White Mountain Blvd, Ste A5-#403  
Lakeside, AZ 85929  
Mobile:517-917-2533  
Email: [pccv.secretary@gmail.com](mailto:pccv.secretary@gmail.com)

- a) The Association annual assessment is currently \$856 and is due on May 30<sup>th</sup> of each year. There are no other assessments, fees or charges currently due and payable from the selling Member. (*if applicable*)
- b) No portion of (*unit address*) is covered by insurance maintained by the Association.
- c) The Association currently holds \$~~XX,XXX~~ in reserve.
- d) The records of the Association do not reflect any alterations or improvements that violate the Association Amended CC&Rs. (*if applicable, otherwise list violations*)
- e) There is currently no pending litigation with respect to (*address*) filed by the Association. (*if applicable*)

The Association is not a named party in any pending lawsuits. (*if applicable, otherwise list lawsuits*)  
Rules & Regulations Revision 11      Page 23 of 26      21 May 2026

The Association charges the purchaser a \$253.00 resale disclosure fee, due at close of escrow.

As the purchaser of (*unit address*), you are obligated to sign the following statement and return to the Association Secretary within fourteen (14) calendar days.

I hereby acknowledge that the CC&Rs, Bylaws and Rules & Regulations of the Association constitute a contract between the Association and me (the purchaser). By signing this statement, I acknowledge that I have read and understand the Association's contract with me (the purchaser). I also understand that as a matter of Arizona law, if I fail to pay my Association assessments, the Association may foreclose on my property.

---

Printed Name

---

Signature

---

Date

---

Address

*Please return this signed statement to the Association Secretary within fourteen (14) calendar days of receipt.*

Please read the enclosed documents carefully. The Association's governing documents (CC&Rs, Bylaws and Rules & Regulations) include strict rental time period restrictions and restrictions on Owner parking. The Association Board of Directors actively enforces these governing documents.

Other information that you need to be aware of is that the Association cleans the common areas each spring to remove leaves, pine needles and other organic debris (this is generally done before Memorial Day) and plows the streets during the winter when the snow depth reaches 4 inches.

Our Annual Membership Meetings are generally scheduled for the second Saturday in June and are held locally. When the date is finalized you will be notified of the date, time and place for the meeting. In addition, you are always welcome to attend regular, scheduled meetings of the Association Board of Directors.

We welcome you to the neighborhood and to the Association. Should you have any questions please feel free to email me at [pccv.secretary@gmail.com](mailto:pccv.secretary@gmail.com) or visit our website at <https://pccvillage.com> If you would prefer to meet with one of the Board Directors, in person, to answer questions about the Association, we can make arrangements to make that happen as well.

Sincerely yours,

Secretary, Pinetop Country Club Village HOA

## Appendix D Revisions

Revision No.	Description of Change	Date
0	Complete re-write	19 Aug 2017
1	Added reference to encroachment agreement in para 1.A. iii) g); added reference to new Appendix B (Fine Schedule) in para 2.G.; added Sections 5 & 6; created new Encroachment Agreement in Appendix A; created new Spring Cleanup Authorization in Appendix A; created new Appendix B, Fine Schedule; created new Appendix C, resale disclosure letter	14 Jul 2018
2	Added tree planting to those architectural improvements that require prior BoD approval in Section 1.A.; increased resale disclosure fee to \$72 in Section 6 and Appendix C.	6 Jul 2019
3	Increased resale disclosure fee to \$86 in Section 6 and Appendix C	1 Jun 2020
4	Revised Appendix C, Resale Disclosure Letter and changed Secretary	12 Nov 2020
5	Increased resale disclosure fee to \$103 in Section 6 and Appendix C.	1 Jun 2021
6	Increased resale disclosure fee to \$123 in Section 6 and Appendix C.	1 Jun 2022
	Revised Appendix A, Tenant Notification form to require email addresses.	22 Sep 2022
8	Increased resale disclosure fee to \$147 in Section 6 and Appendix C.	25 May 2023
9	Increased resale disclosure fee to \$176 in Section 6 and Appendix C.	30 May 2024
10	Animal Control, Common Area Fire Restrictions Increased resale disclosure fee to \$211 in Section 6 and Appendix C.	22 May 2025
11	Increase in resale disclosure fee to \$253.00.	21 May 2026
12	Appendix B Fine Schedule for Fire Violation \$500.00	21 May 2026