



Restated

Rules and Regulations

For

Golden Vista RV Resort

Restated March 20, 2018

Note: the **RULES AND REGULATIONS** was previously restated March 31, 2017. Since that date, the Board of Directors amended the Rules and Regulations with Amendment #1 on November 14, 2017 and Amendment #2 on March 13, 2018. These two amendments are included in this Restated document. This document is restated on March 20, 2018 which is the date of the last Board of Directors' meeting for the 2017-2018 season.

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**AMENDED AND RESTATED RULES AND REGULATIONS
GOLDEN VISTA RV RESORT ASSOCIATION, INC.**

Note: the RULES AND REGULATIONS was Amended and Restated March 16, 2015. This document has the amendments since that date included.

**PART I
DEFINITIONS**

- 1.01 Resident. An owner or adult renter who occupies a residence on a designated Lot, this includes the spouse or companion of the owner or renter.
- 1.02 Owner. The legally recorded owner of a Lot.
- 1.03 Guest. A person who resides with a resident shall be limited to a period not to exceed two (2) weeks per calendar year. Guests are limited to two (2) adults per residence. Children are considered guests but will not be counted in the complement.
- 1.04 Child/Children. Persons under eighteen (18) years of age.
- 1.05 Visitor. A person who visits a resident of the Resort but does not stay overnight.
- 1.06 Age.
- A. Adults fifty-five (55) years of age and older under the current Federal Fair Housing Amendments Act.
 - B. Proof of age upon purchase or rental of a Lot will be required.
 - C. One (1) of the two residents permitted to occupy a Lot must have passed a fifty-fifth (55th) birthday at the time of occupancy unless written approval of the Board of Directors has been granted on compassionate grounds.
 - D. All residents of the household must have passed their fortieth (40th) birthday.
 - E. No child may reside in the resort as a resident.
- 1.07 Residence Vehicles.
- A. Park Model. A vehicle with not less than three hundred twenty (320) nor more than four hundred (400) square feet of living space with plumbing, heating or electrical systems that will not operate without being connected to outside utilities.

- B. Recreational Vehicle. A vehicle with or without its own mode of power designed to provide temporary living quarters for recreational camping or travel use but excluding any vehicle with plumbing, heating or electrical systems that will not operate without being connected to outside utilities. A vehicle otherwise qualifying as a recreational vehicle is not disqualified solely because said vehicle is, in fact, temporarily connected to one or more outside utilities.
- 1.08 Common Areas. Includes streets, sidewalks, recreation areas and the building complex. Common Area facilities are for the use of the residents. Guests and visitors are extended the privilege of use, subject to revocation if abused.

PART 2 **DECORUM**

- 2.01 Quiet Hours. Quiet hours are from 10:00 PM to 7:00 AM.
- 2.02 Common Areas. Residents, guests and visitors are expected to maintain the Common Area facilities in a clean and orderly manner. No Common areas and facilities are to be altered by individuals, groups or committees which have principle use of an area/facility, unless a permit is obtained in the ARC office and signed by the Manager. This is especially critical where utilities are involved. Any damage caused by such unauthorized alterations will be at the responsible party's risk and they will bear full restitution costs.
- 2.03 Smoking. Smoking, including electronic devices and every other smoking material, is only permitted on personal property, streets, parking areas and the retention area. Smoking must be at least 20 feet away from doors, windows, and ventilation system intakes and all common areas. (ARS 36-601.01).
- 2.04 Attire. Proper attire is required in all the common areas which include Resort buildings, streets and sidewalks. Shirts, and shoes shall be worn in the above areas with the only exceptions being in and around the immediate pool, Jacuzzi and bath (shower) areas where sun bathing/swimming attire is acceptable. Shirts or cover-ups must be worn at all food serving functions in the common barbecue areas.
- 2.05 Vehicles on Sidewalks. Bicycles, golf carts, roller skates, roller blades, skate boards and other vehicles (excluding vehicles designed for the handicapped) are prohibited from being driven or operated on sidewalks.
- 2.06 Children. Children shall be accompanied by an adult resident, guest or visitor when in the Common Areas.

2.07 Harassment. Arizona State Statute #13-2921 on this matter is included here for the information and reference of all park residents. Harassment is a criminal matter.

Arizona Revised Statute #13-2921 states in part as follows:

- A. A person commits harassment if, with intent to harass or with knowledge that the person is harassing another person, the person:
 - 1. Anonymously or otherwise communicates or causes a communication with another person by verbal, electronic, mechanical, telegraphic, telephonic, or written means in a manner that harasses.
 - 2. Continues to follow another person in or about a public place for no legitimate purpose after being asked to desist.
 - 3. Repeatedly commits an act or acts that harass another person.
- B. (Omitted as not applicable).
- C. Harassment under subsection A is a Class I misdemeanor.
- D. This section does not apply to an otherwise lawful demonstration, assembly or picketing.
- E. For the purpose of this section, "harassment" means conduct directed at a specific person which would cause a reasonable person to be seriously alarmed, annoyed, or harassed and the conduct in fact seriously alarms, annoys or harasses the person.

Note that the Board of Directors is required to take appropriate action (See Part 15, section 15.3 of Rules and Regulations).

PART 3 **GENERAL INFORMATION**

- 3.01 Registration. Residents and guests, including their children, must register at the Main Desk upon first arrival. Pets must also be registered and must meet all requirements.
- 3.02 Extended Absences. Residents shall notify the Main Desk upon leaving the Resort for five (5) days or longer and as soon as possible upon return to ensure proper accurate records.
- 3.03 Messages. Emergency telephone messages will be delivered.
- 3.04 Mail. Mail is transferred from US Postal Service and placed in resident mail lock boxes by agents of the US Postal Service.

- 3.05 Posted Rules. Specific rules are to be posted in the swimming and Jacuzzi areas, other recreational areas and laundry rooms.
- 3.06 Solicitation. Excluding Resort activities, door-to-door sales or soliciting funds is prohibited. Solicitation for Resort activities requires prior approval of the Board.
- 3.07 Emergencies. There is no in-park emergency service available to residents and guests. Residents and guests are advised to dial either 911 or 9-911.
- 3.08 Change of Ownership. It is the responsibility of the new Lot Owner to provide the office with proof of ownership (a copy of the registered Deed) within thirty (30) days of ownership change.
- 3.09 Disclosure Information. The Association will provide all of the information required by Arizona State Law (ARS 33-1804) for each Lot resale and updating of the Associations records. A fee not to exceed the amount legally allowed by ARS 33-1806C shall be collected for this service.
- 3.10 Special Age Waivers. When special circumstances occur where the owner or renter does not occupy the Lot due to health/hardship reasons, age restrictions may be temporarily waived under the following conditions:
- A. Opening /closing the premises.
 - B. Preparation for sale or rental.
 - C. Other circumstances that the Manager deems appropriate.

The temporary waiver can only be granted to the owner, renter, an immediate family member or legal representative upon written request. This request must include the specific health/hardship reason(s), what is to be accomplished, the time frame involved and the names of the party(ies) in occupancy (no more than two (2) adults), and must be approved by the Resort Manager, prior to occupancy.

PART 4

RECREATIONAL VEHICLES

- 4.01 Approval. All recreational vehicles must be approved before being placed in the Resort. All recreational vehicles may be inspected and are accepted on the basis of age and appearance. Recreational vehicles over ten (10) years of age will not be accepted unless approved by the management. Only one recreational vehicle per Lot is permitted unless otherwise approved. Contact the Main Desk for permit forms and additional information.

- 4.02 Recreational Vehicle. A Recreational Vehicle used as a residence shall:
- A. Be self-contained and equipped with a RVIA. approved sewer trap and vent.
 - B. Have suitable utility connections (including a screw-type sewer hose and adapter) for external hook-up.
 - C. Meet Federal, State, County and City requirements and RV codes (RPTIA & RVIA labels and State Certificate seals).
- 4.03 Skirting. Skirting is recommended for RV's which remain in the Resort on an annual basis, and shall be approved by ARC.
- 4.04 Prohibited Vehicles. Vehicles not permitted as a residence include:
- A. Mobile homes.
 - B. Tents, tent trailers and vans.
 - C. Converted school buses or trucks.
 - D. Truck-mounted campers.
 - E. Any other vehicle which, in the opinion of the Architectural Review Committee or Board of Directors detracts from the intent, purpose or general appearance of the Resort.
 - F. Minimum recreational vehicle length allowed in the Resort is twenty-one (21) feet as defined by Manufactures specifications. Maximum length of a recreational vehicle must meet setback and easement requirements as defined in the Design Guidelines.
- 4.05 Placement. The residence vehicle must be backed onto the lot with the "curb" side doorways facing the patio. Proper placement requires a setback of five (5) feet from any portion of the residence vehicle other than the trailer tongue to the front of the lot line and a minimum setback of three (3) feet from any portion of the residence vehicle or awning to either side and four (4) feet to the rear of the Lot line unless approved by the Board of Directors.
- 4.06 Hook Ups. All hookups shall be properly made to the receptacles provided on each lot in accordance with the City of Apache Junction building codes or manufacturer's specifications.
- 4.07 Prohibited Lines and Ropes. Connecting of lines, clothes lines, wires or ropes between vehicles, water risers, electrical pedestals, trees or landscape items are prohibited.

- 4.08 Wheel Covers. Wheel covers not commercially produced must have ARC approval.

PART 5
TRANSPORTATION VEHICLES AND PARKING

- 5.01 Passenger Vehicles. No more than two (2) passenger cars or pick-up trucks (including one (1) passenger van seating nine or fewer passenger), shall be parked on any Lot. Additionally, not more than two (2) other units (motorcycles/golf carts), providing they meet parking restrictions.
- 5.02 Designated Parking. No vehicle shall be parked so that any portion of the vehicle extends beyond the top of the rolled curb. Any vehicle that will not fit under the patio cover and or within the easement boundaries must be properly parked in a designated parking area and display a special use parking pass issued by the Park Manager.
- 5.03 Visitor Parking. Parking for visitors is authorized between the hours of 7:00 AM and midnight at the curb.
- 5.04 Prohibited Vehicles. Vehicles prohibited from being parked or stored on any Lot or street without permit include:
- A. Cargo, utility and golf cart trailers.
 - B. Boats, trailers and other watercraft.
 - C. Any other vehicle not expressly designed for RV residence or transportation.
 - D. Any vehicle which detracts from the intent, purpose or general appearance of the Resort.
 - E. Car dollies, unless stored under the rear of the recreational vehicle.
 - F. Un-mounted truck campers.
- 5.05 Special Use Passes. Special use parking passes may be secured from the management or security. Maximum use of these parking passes is seven (7) days, unless otherwise authorized.
- 5.06 Tow Without Warning. Parking on the street or in one of the 140 common area parking spaces without a permit between the hours of 2:00 AM and 4:00 AM MAY RESULT IN THE IMMEDIATE TOWING OF THE VEHICLE.
- 5.07 Bicycles. Bicycles in the common areas shall be parked in the bicycle parking racks when provided and available.

- 5.08 Golf Carts. In common areas, golf carts may only be parked in vehicle parking spaces.

PART 6
VEHICLES AND TRAFFIC

- 6.01 Speed Limit. Maximum speed limit is ten (10) miles per hour.

- 6.02 Driving Rules.

While driving motorized conveyances, riding bicycles, skating or roller blading/boarding on Resort streets, all drivers shall adhere to Resort Rules and Arizona Traffic Laws

Everyone who uses Resort streets and property are urged to be courteous and use extreme caution at all times to prevent accidents.

- A. The following right-of way rules apply in the Resort
- (1). Drivers of motor vehicles shall yield the right of way to pedestrians, roller skaters/boarders and bicycle operators.
 - (2). Bicycle operators shall yield the right of way to pedestrians.
- B. Vehicles must drive and park only on streets, lot driveways and other designated parking areas. No vehicle shall drive through a lot.

- 6.03 Vehicle Repairs and Servicing. Repairing and servicing vehicles in the Resort (on lots, streets or common areas) is prohibited. A repair service or tow truck should be called to move a disabled vehicle

- 6.04 Vehicle Registration. Upon arrival in the Resort, all vehicles shall be registered at the office. If the office is not open, Security should be notified and the vehicle officially registered at the office on the next business day.

Vehicles must ~~and~~ display a proper permit or pass at all times.

- 6.05 RV AND VEHICLE Storage. The Resort does not provide storage facilities for RVs, or other vehicles. If a lot owner needs to bring another vehicle into the Resort on a short term basis, a temporary parking permit should be secured from the office, in advance if possible. If a temporary permit is needed when the office is not open, Security should be notified when or before the vehicle arrives, and the temporary permit must be secured from the office on the next business day.

The temporary vehicle proper permit must be on display at all times.

- 6.06. Golf Carts.

- A. All golf carts must be registered at the office where they will be issued a numbered identification tag. The tag should be adhered to the lower left hand corner of the front windshield.
- B. Golf carts must be operated by adults only.
- C. All golf carts must be equipped with:

6.06C (continued)

- (1) properly functioning brakes,
 - (2) front and rear reflectors, and
 - (3) an audible warning device (a horn - not a siren).
- D. For operation after dusk golf carts must have;
- (1) head and tail lights which can be seen by pedestrians and/or other vehicles/bicycles for a distance of at least five hundred feet (500').
- E. Hand and arm signals should always be used when turning, if a golf cart is not equipped with turning signals.

6.07 Bicycles.

- A. Bicycles must be equipped with:
- (1) properly functioning brakes
 - (2) front and rear reflectors
 - (3) an audible warning device (a horn - not a siren)
- B. If operated, after dusk, bicycles must have a front headlight which can be seen by pedestrians and/or other vehicles/bicycles for a distance of at least two hundred feet (200') and a red rear reflector.
- C. Hand and arm signals should be always used when turning.
- D. Bicycles shall not carry more persons than they are designed for.

PART 7
NAME BADGE

- 7.01 Name Badges. The badges are a means of introduction and identification. They shall be worn at all times when in the Common Areas other than swimming and Jacuzzi areas, but must be available on request of management. Name badges will be provided to all owners. Each rental resident or guest, including their children (over the age of 12 years), upon payment of a non-refundable fee at the Main Desk, will receive a name badge.

PART 8
ARCHITECTURAL MODIFICATION PERMITS

- 8.01 External Changes. Contact the Office before making any changes or additions to your Lot or outside residence. Any permanent modification to a Lot (structural or landscaping) must have prior approval from the Architectural Review Committee ("ARC") before beginning the project.
- 8.02 Applications. Applications for permits may be secured at the Main Office. Approval may take several days, therefore immediate action should not be expected. Approval is based on current requirements and is not subject to any prior conditions that may have existed in the Resort and no longer apply under present regulations. Any delivery made or any project begun without authorization is subject to removal at the owner's expense.

- 8.03 Prior Approval. A detailed, approved permit signed by the ARC must be in possession before:
- A. Delivery of a Park Model.
 - B. Delivery or construction of a shed or storage building.
 - C. Modification to or on a Lot.
 - D. Addition to any structure on a Lot.
 - E. Commencing to construct or modify any fence or landscaping.
 - F. Making any modifications or repairs to the exterior of any residence vehicle or any structure.

PART 9
SETBACKS AND EASEMENTS

- 9.01 Setbacks. A setback of three (3) feet along the sides, and five (5) feet from the front and four (4) feet from the rear of each Lot is required.
- 9.02 Prohibited Uses. It is prohibited on a setback to:
- A. Place a park model or an extension of it on the setback.
 - B. Pour any concrete or asphalt without a permit from the ARC.
 - C. Lay bricks or paving stones on other than dry ground or sand.
 - D. Drive or park any vehicle on rear setback. (Buried utility facilities could be damaged).
- 9.03 Damages. Any damages to utilities, utility facilities or connections caused by a resident, guest or visitor shall be the financial responsibility of the Lot Owner.
- 9.04 Removal. Any item placed on or over a setback that must be removed shall be removed at the owner's expense.

PART 10
PETS

10.01 Pet Section: Cats, dogs and other approved pets are allowed in an area located in the southwest corner of Golden Vista Resort, comprised of Lots 940 to 1085. Originally called "Pet City, that area is hereinafter referred to as the "pet section".

10.02 Registration: All pets must be registered, upon arrival at the resort, in the main office. Proof of current rabies vaccination is required.

10.03 Pet Numbers and Size Limits:

Number: Except for 10.6 Exceptions, dogs, cats, and all other approved pets are permitted only in the area designated as the pet section, and are limited to one (1) pet per lot. Multiple lot ownership does not entitle multiple pet ownership.

Size: No approved pet shall exceed forty (40) pounds at maturity.

10.04 Excluded Pets: A pet of any nature that may present a danger or be a nuisance to residents or structures is excluded and will not be allowed in the resort.

10.05 Designated Pet Areas and Restrictions: Except as provided in 10.6 Exceptions, pets are permitted only in the following designated areas of the resort:

- A. The pet section - Pets are allowed within the pet section. Pets must be restrained by a leash when being walked or driving in a golf cart in any area except the owner's lot of residence. Pets are not allowed in any other area of the resort, including in or on common areas.
- B. The retention area - Although the retention area is for use and enjoyment of all residents of the resort, pets may run free there with supervision, and the owner shall remove/clean up droppings immediately.
- C. The grass area directly adjacent to the north side of the Pima Room/South Laundry - Pets are allowed, only while on a leash and owner shall remove/clean up droppings immediately.
- D. When entering or leaving the resort and traveling through any area outside the pet section, pets must be transported in an enclosed vehicle.

No pet shall be permitted to run at large on the owner's lot or the common area of the pet section.

10.06 Exceptions: These are the ONLY exceptions to 10.3 Pet Limits and 10.5 Designated Pet Areas:

- A. Pet Owner Death or Illness: If a pet owner dies or becomes seriously ill, and is unable to care for his/her pet, another pet owner in the pet section may care for that pet for up to fourteen (14) days.
- B. Vacations: If a pet owner goes on vacation, another pet owner in the pet section may care for a pet for up to fourteen (14) days.
- C. Guests: Out of resort guests, with one (1) pet not exceeding forty (40) pounds, may stay with their pet up to fourteen (14) days with a pet owner in the pet section. The visiting pet owner must register at the office with proof of current vaccination and adhere to all rules governing pets at the resort.
- D. St. Patrick's Day Parade: Pets are allowed to participate in the St. Patrick's Day Parade.

10.07 Pet Owner's Responsibility: The owner of a pet is responsible to ensure that:

- A. Their pet is licensed properly and proof of current dog rabies vaccination supplied to the main office every year.
- B. Their pet is kept within the pet section and retention area boundaries.
- C. Their pet is restrained and under their control on their lot and/or leashed/tethered so as to be unable to pass the boundary line of the owners' lot when in common areas of the pet section, including when being transported.
- D. Their pet does not cause a disturbance or damage to any property.
- E. They pick up and dispose of all droppings immediately and properly.

Exception: Pets may only be 'off leash' while under supervision in the retention area.

10.08 EMOTIONAL SUPPORT ANIMALS (ESA): The resort will abide by Federal and State Fair Housing Laws, and will keep in strictest confidence all medical information from an applicant.

An application and supporting documentation from a resident relevant to a request for an Emotional Support Animal accommodation shall be provided to the Resort Manager.

The Resort Manager has the authority, in his/her sole discretion, to determine whether or not to grant a resident's request for an Emotional Support Animal accommodation.

10.08 (continued)

For purposes of this document, the terms emotional support animal/s and comfort animal/s are interchangeable.

- A. Registration: Upon arrival at the resort, the resident/owner requesting an accommodation for an emotional support animal (ESA) shall register the animal by submitting completed Golden Vista Accommodation Form for an Emotional Support Animal that has been issued and executed by a healthcare professional.

A copy of the Golden Vista Accommodation Form for an Emotional Support Animal can be found online at <https://goldenvistaresort.com/wp-content/uploads/2017/08/Emotional-Support-Accommodation-form.pdf> or by requesting a copy at the office.

Accompanying the Golden Vista Accommodation Form for an Emotional Support Animal shall be a letter from the resident to the Resort Manager explaining the request for accommodation.

The owner shall also provide proof of current rabies vaccination

- B. Excluded Comfort Animals: A comfort animal of any nature that may present a danger, be a nuisance, or be a financial burden or a safety threat to the community.
- C. Designated Comfort Animal Areas and Restrictions: Emotional support animals DO NOT have public access rights like a guide or service animal has.
- D. Comfort Animal Owner Death or Illness: If the owner of a comfort animal dies or becomes seriously ill, and unable to care for his/her comfort animal, another pet owner in the pet section may care for the comfort animal for up to fourteen (14) days.
- E. Comfort Animal Death: If a comfort animal dies the owner must provide a new ESA application if he/she wishes to secure a replacement animal.
- F. Separation: If it is necessary for an owner of a comfort animal to be separated from his/her animal, another pet owner in the pet section may care for the comfort animal for up to fourteen (14) days.
- G. Comfort Animal Owner's Responsibilities:
- i. The comfort animal must be restrained and under the owner's control on the owner's lot and/or leashed/tethered, and unable to pass the boundary line of that lot. A comfort animal in the non-pet section must be transported when off the owner's property.

10.08G (continued)

- ii. The comfort animal shall not cause a disturbance or damage to any property.
- iii. All droppings must be picked up and disposed of immediately and properly on their property, the pet section and the retention area.

10.09 Service Animals: The resort will abide by all applicable State and Federal Laws, Fair Housing and Federal American Disability Acts.

PART 11 **SWIMMING POOL AREA RULES**

11.01 Residents and Guests. Only residents, guests and visitors shall be allowed in the pool areas. Residents are responsible for their guests, visitors and their children at all times.

11.02 Name Badges. Name badges must be in possession and available for display if requested by monitors.

11.03 Showers. A shower is required just prior to entering the pool or the Jacuzzi. Use the outdoor shower by the Jacuzzi.

11.04 Lotions. The use of sunscreen lotions, creams or oil, etc., is prohibited by persons using the pool or the Jacuzzi.

11.05 Running. There shall be no running, jumping or diving allowed in the pool areas.

11.06 Glass Containers. Glass containers are strictly prohibited in the pool areas.

11.07 Children. Only children who are toilet trained are allowed in the pools. Diapered children are strictly forbidden in the pools. Children are allowed to use the pools or be in the pool areas but must be accompanied by an adult resident, guest or visitor at all times. Posted rules and regulations must be observed by children at all times.

11.08 Swimwear. Appropriate swimwear is required. No “cut-offs” are allowed.

11.09 Jacuzzi. Only adults are allowed in the Jacuzzi.

11.10 Smoking. No smoking of any smoking material, including electronic devices, is allowed.

11.11 Radios. Personal radios are allowed only when using earphones.

- 11.12 Prohibited Items. Toys, bobby pins, hair rollers and pics are prohibited in the pools and Jacuzzi. Equipment used in approved activities or for health or safety reasons are permitted.

PART 12
MISCELLANEOUS

- 12.01 Lot Numbers. Lot numbers are located on the roadside curb in front of each unit. Lot numbers are to be visible from the street and must not be obstructed by any object.
- 12.02 Antennas. Installation and use of all external antenna shall be subject to the regulations imposed by the ARC.
- 12.03 Business. No one may operate a business or provide any service for a fee from within the Resort without the approval of the Board of Directors. The manager will set the fee for the in resort real estate office and use of the outside patio area. The facility fee for residents, non-residents or a professional entity conducting commercial activity not sponsored by our Activities Department will be annually set by the Resort Manager. The Board will annually review the fee schedule with the manager.
- 12.04 Lot Maintenance. Maintenance of Lots is the responsibility of owners. Resort Management shall contract to have weeds removed without notifying the owner and will send the owner an invoice with a before removal picture.
- 12.05 Patio and Deck Use. All interior household appliances are prohibited for permanent placement or use on patio, carport, deck or breezeway. Only patio type furniture and fixtures are allowed on patios and decks.
- 12.06 Private Property. Respect your neighbor's right to privacy by using the streets rather than crossing through a private Lot. This applies to vehicle traffic as well as pedestrians.
- 12.07 Patio Storage. Patios and the non-skirted space under the residence vehicle is not to be used for storage as this detracts from the appearance of the Resort.
- 12.08 Offensive Activity. No offensive activity shall be carried on within the Resort.
- 12.09 Signs. The following provisions apply to all signs posted or displayed within Resort boundaries by Lot Owner's or businesses:
- A. Name and address signs are permitted.
 - B. No private business signs are permitted in the Resort.

12.09 (continued)

C. Lot Owners and Realtors may display For Sale or Rental signs that shall be in conformance with the industry standard size sign which shall not exceed eighteen by twenty-four inches (18x24), and the industry standard size sign rider, which shall not exceed six by twenty-four (6x24) inches. Signs may not be nailed to palm trees or affixed to yard posts exceeding 36 inches.

D. Approved in-Resort businesses or approved products are not permitted to display signs, advertise on vehicles, or in any other way that would indicate a phone number or address location in the Resort.

E. Political signs are permitted as follows:

1. The aggregate total area of all political signs on a lot with no limit on the number of signs may not exceed (9) nine square feet.
2. Signs may be posted no earlier than (71) seventy-one days in advance of the election but must be removed not later than (3) three days following said election. (ARS 33-1808)

12.10 Exterior Speakers. No loud or shrill exterior speakers, horns, whistles, bells or sound devices (except security devices used exclusively for security purposes) shall be located, used or placed within the Resort without written approval of the Board.

12.11 Lighting. All intrusive lighting shall be shielded and directed away from streets and the Lot of any neighbor and shall meet ARC approval.

12.12 Clotheslines. No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the residence vehicle.

12.13 Reflective Materials. Reflective materials which may present a fire hazard, including, but not limited to, reflective screens or glass, mirrors or similar materials shall not be installed or placed on the outside or within the inside of any window of a residence vehicle.

12.14 Contractor Insurance. Anyone doing business within the Resort is required to have a certificate of proof of insurance on file in the Resort office. Anyone not in compliance shall be prohibited from entering the Resort. Contact ARC before scheduling an appointment to ensure compliance.

12.15 Nonresident use of Park Facilities. GV Resort facilities are intended for use exclusively by members of the Association: their family; their personal guests, invitees, and visitors as specified in CCR's 2.01 and 2.02 and R&Rs Part 1. Residents are defined in 1.01 of the R&Rs.

12.15 (continued)

A. Nonresidents are permitted to use park facilities when attending resort sponsored activities, such as those sponsored by the activities office, clubs, committees and other organizations in the park.

B. Nonresidents may use park facilities when participating in rotating or shared activities with other parks. They may not participate in GVRV in-park leagues or other in-park activities unless approved by the park manager.

C. Nonresidents may not use laundry rooms, showers, shops, craft rooms, courts or have access to other common areas, unless attending resort sponsored activities.

D. Requests by nonresidents for use of the Ballroom. Navajo room. Apache room other assembly or meeting rooms must be approved by the park manager.

1. Park resident's usual and regular use of the requested facilities shall have priority.

2. Fees may be charged to cover the expense of cleaning, maintenance, potential wear and tear or other considerations.

These Rules and Regulations take precedent over club, organizational and committee charters.

E. Resident employees have the same right of use as all other residents of the park. In addition, nonresident employees may have use of the facilities on a limited basis. Namely, they and their spouse and children may have occasional use of the pools and fitness center during the months of May through September with the approval of the resort manager. This benefit does not include guests of nonresident employees. Other requests for use of facilities by nonresident employees must have board approval. This provision is an employee benefit which incurs no cost to the association.

F. Registered guests may not invite other nonresidents to use park facilities.

Control (oversight) of park facilities used by both residents and nonresidents shall be the responsibility of the Manager.

12.16 Roll-up Type Screens. Screens must be fastened down and kept taut. They must be rolled up when occupant leaves the Resort.

12.17 Trees, Shrubs and Vegetation. All trees, shrubs and other vegetation on an owner's lot belong to the lot owner. With the exception of the single palm tree in front of owner's lot, the care and/or removal of all such trees, shrubs and vegetation are the responsibility of the lot owner.

A. The resort will trim and/or skin all palm trees annually as a maintenance function.

B. A single palm tree is required in front of each lot.

The palm tree:

1. must be Mexican Washingtonia, also known as "Mexican Fan Palm
2. May not be defaced or have nails and screws inserted into it.
3. If removed prior to January 2007, the Resort will pay to have it replaced within one (1) year after the property is sold,
4. may be removed at the Resort's expense, if it is diseased, unsightly or causing damage or obstruction on a lot or common property.
 - a. The Resort will pay to have it replaced in approximately two (2) years.

Note: Replacing a palm tree that has been removed may take up to two (2) years because its roots must decay or be removed to a depth of eighteen (18) inches before planting another one.

C. Bougainvilleas

1. No one is allowed to plant bougainvilleas on a lot.
2. Bougainvilleas, in existence prior to November 2, 1999, are the lot owner's responsibility, and:
 - a. must be trimmed to no more than four (4) feet high and three (3) feet in width
 - b. cannot intrude on a neighbor's property or the street.

12.18 Wood ramps. Wood ramps in driveways are not allowed.

12.19 Water Conservation. In the interest of desert water conservation, no cars, trucks, vans or SUV's are to be washed in the Park, RV's (motor homes, park models and trailers) used as living facilities may be washed only once per year. Patios and car ports may be hosed off only once per month. It is critical that each member/guest conserve water. Water shortages and rising costs make these steps necessary.

PART 13 **ACTIVITIES**

13.01 Commercial Use. No Resort facility or equipment shall be used to produce any product for commercial sale outside of the Resort, nor shall any profit be made from the sale of such products.

- 13.02 Profits. Net profits from club or group activity conducted on the Resort premises are to be used to purchase appropriate equipment and supplies or to maintain or enhance the Resort.
- 13.03 Nuisance. No person may pursue any hobby or activity within the Resort which may in any way create a nuisance or cause a disturbance to others contrary to the limits imposed by the Covenants, Conditions and Restrictions ('CC&R's'), By Laws, or these Rules and Regulations, nor in any way be harmful, dangerous or unsafe to the health, safety or welfare of any person or property within the Resort as determined by the Board of Directors, nor be in violation of any Federal, State, County or City law, code or ordinance.
- 13.04 Exercise Room. No one may use the Exercise Room until they have signed a waiver at the Activity Office, which must be done annually. No one under eighteen (18) years of age is permitted to use the equipment.
- 13.05 Patio Sales. Patio sales are permitted only when scheduled on a park wide basis, by the Activity Office. Individual patio sales are not allowed at any other time.

PART 14 **RESORT EMPLOYEES**

- 14.01 Employee Tasks. Resort employees have been hired for the benefit of all residents of the Resort and are prohibited from performing work tasks for any individual during regular working hours except in emergencies or as specifically authorized or directed by Management.

PART 15 **ENFORCEMENT**

- 15.01 Authority. The Association and its agents shall have the right, but not the obligation to enforce any current Rules and Regulations. Any enforcement action shall be in accordance with the procedures listed in the current Declaration under the title Enforcement.
- 15.02 Violation/Citations/Fines/Fees/Charges/Monetary Penalties/Interest/ Late Charges. (ARS 33-1803) Enforcement of these Rules and Regulations and Design Guidelines for Golden Vista RV Resort will be accomplished by the following:
- A. Notice of Violation/Citation. The Resort Manager will send a letter to the violator stating:
1. The name, lot number, date, a description of the violation citing the specific reference and approximate time of occurrence.

15.02A (continued)

2. Violators will have ten (10) business days from the date of the notice to remedy the violation or should they wish to contest this citation, to respond as set out in of 15.02 D. Failure to do so will result in the imposition of a monetary penalty, as determined at the sole discretion of the Resort Manager.
3. This is your # _____ notice of violation. Monetary penalty is \$_____.

B. The table below illustrates this procedure:

Timing	Notification	Monetary Penalty
Day 1	Notice of Violation	None
Day 15	Monetary Penalty	\$25.00 to \$1,000.00 per day, week or month, or incident, at the sole discretion of the Resort Manager.

Day 30 or later If remedial action to correct the violation has not taken place within thirty (30) days of receipt of notice, formal notice of the Resort Manager's decision will be personally delivered to the violator by the Resort Manager or his designee. If the notice cannot be personally delivered, a formal notice shall be sent by USPS Certified Mail with Return Receipt Requested.

If the violator wishes to dispute the Resort Manager's decision they may submit a request for hearing as set out in Part 16.

- C. Flagrant violation(s) by Renters, Guests and Visitors will constitute sufficient reason for the Resort Manager to request violators to leave the park. The Lot Owner will be notified, in writing, of the circumstances and action taken.

15.02 (continued)

- D. Grievances arising from or appeal of the Resort Manager's decision, of any enforcement action and/or monetary penalty must be in writing, stating the specifics of the grievance, and addressed, dated, and mailed to the Board of Directors of the Golden Vista R.V. Resort Association Inc. at 3710 S Goldfield Road, Apache Junction, AZ 85119 for review within ten (10) business days of receipt of the Resort Manager's rendered decision. Decisions of the Board of Directors are final in all cases.
- E. A violation is each separate incident after notification is provided. Subsequent incidents become additional offences.
- F. Non-payment of Monetary Penalties. The Association may file a civil action to collect monetary penalties for any monetary penalties/charges that are not paid within thirty (30) days after the established due date. If legal action is filed, the owner shall be responsible for all costs, filing fees and legal fees.
- G. Non-payment of Assessments.
 - 1. Thirty (30) days after the established due date, the Association shall impose a late fee in the amount of \$15.00 or 10% (whichever is greater).
 - 2. Sixty (60) days after the established due date, the Association shall send a Notice of Intent to File a Lien.
 - 3. Ninety (90) days after the established due date, the Association shall record a Lien on the Lot.

15.03 Criminal Activity. Any criminal act committed on Resort property will be promptly referred to the appropriate local law enforcement authority.

15.04 Resort Security. The Resort Manager has the responsibility and authority to appoint or hire persons to carry out compliance, security and enforcement duties in accordance with the procedures approved by the Board

PART 16
DISPUTE RESOLUTION

In most cases disputes can be resolved by a meeting with the Resort Manager.

Except disputes between landlords & their tenants, any resident of Golden Vista RV Resort involved in a dispute or disagreement with:

- A. other residents,
- B. management,
- C. club or organization, or
- D. the Board of Directors;

of Golden Vista R.V. Resort may request a hearing as set out below.

16.01 Private Hearing A hearing panel shall consist of the Resort Manager and three members of the Board of Directors. The complainant and the person(s), club or organization against whom the complaint is lodged may have up to three witnesses in attendance, all of whom may testify before the panel.

The proceeding shall be informal with a member of the Board of Directors acting as facilitator. To be binding, any resulting agreement must be in writing signed by the aggrieved and the hearing panel.

If the Private Hearing does not result in agreement, the aggrieved may appeal to a hearing before the full board at an open public meeting as set out in 16.02.

16.02 Appeals to the Board of Directors

- A. After receipt of the request, a hearing before the board will be scheduled within thirty (30) days with the appellant, the Resort Manager, the person(s), and club or organization against whom the complaint is lodged.

A quorum of the Board is required, and all members must serve without prejudice. Board members stating a conflict of interest will be excused. All participants will be notified of the time and place of the meeting.

- B. The procedure for the hearing shall be as follows:

- 1. An opening statement will be presented by each party, and presentation of evidence or testimony with cross examination of the witnesses by each will be allowed. The Appellant shall be heard first.

16.02B (continued)

2. Rebuttals and a closing statement will be given by each party with the appellant being heard last.
 3. The Board may ask questions of witnesses, review evidence and take such action during the course of the hearing as it deems reasonable and appropriate to reach a just decision in the matter.
- C. A board decision will be rendered within ten (10) days and all participants will be notified in writing with a copy of the decision placed on file with the resort manager. The board decision is final.

PART 17
AMENDMENTS

- 17.1 Passage of Amendments. These Rules and Regulations may be amended at a Regular or Special Meeting of the Board, if listed on the agenda. Amendment by Petition, see By-Laws.
- 17.2 Conflicts. In the case of any conflict between these Rules and Regulations and any of the other governing documents, the other governing documents shall take precedence.