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Own the Land...Own the Fun...A Lifestyle You Deserve

Restated
Declaration of
Covenants, Conditions &
Restrictions
(CC&Rs)

For

Golden Vista RV Resort

Restated March 31, 2017

Note: This Restated CC&Rs document includes the CC&Rs document, revised February 16, 2010, the First Amendment dated February 18, 2014 and the Second Amendment dated February 14, 2017.

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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
GOLDEN VISTA RV RESORT ASSOCIATION INC.**

RECITALS

- A. May 1, 1985 By that certain Declaration of Covenants, Conditions and Restrictions for Golden Vista R.V. Resort dated May 1, 1985 and recorded May 1, 1985 in Docket 1284, pages 508 through 550 inclusive of the public records of Pinal County, Arizona (the "Declaration") the Declarant imposed certain covenants, conditions and restrictions and created other property and contract rights burdening and benefiting the real property described in the Declaration.

December 19, 1985 The Declaration was restated and amended by that certain Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Golden Vista R.V. Resort dated December 19, 1985 and recorded on December 19, 1985 in Docket No. 1328, pages 327 through 369, inclusive, of the public records of Pinal County, Arizona.

August 3, 1993 It was amended further by that certain First Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Golden Vista R.V. Resort, dated August 3, 1993 in Docket No. 1931, pages 927 through 933, inclusive, of the public records of Pinal County, Arizona.

November 17, 1998 The declaration was restated and amended by that certain Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Golden Vista R.V. Resort dated November 17, 1998 and recorded on March 16, 1999 as FEE NO. 1999-011808, in the public records of Pinal County, Arizona,

April 16, 1999 It was amended further by that certain First Amendment to the Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Golden Vista R.V. Resort, dated April 16, 1999 and recorded on May 3, 1999 as FEE NO. 1999-019939, in the public records of Pinal County, Arizona.

February 23, 2000 It was amended further by that Second Amendment to the Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Golden Vista R.V. Resort, dated February 23, 2000 and recorded on February 24, 2000 as FEE NO. 2000-008053, in the public records of Pinal Co, AZ.

February 6, 2002 The Declaration was restated and amended by that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions for Golden Vista RV Resort Association Inc. dated February 6, 2002 and recorded on April 4, 2002 as FEE NO. 2002-017145, page 39 in the public records of Pinal County, Arizona.

February 17, 2009 The Declaration was restated and amended by that certain First Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Golden Vista RV Resort Association Inc. dated February 17, 2009 in Docket No 2009-025936, pages 2 in the public record of Pinal County, Arizona.

February 16, 2010 It was amended further by those Second, Third and Fourth Amendments to the Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Golden Vista RV Resort dated February 16, 2010 & Recorded on March 5, 2010 as FEE NO. 2010-021132 and FEE NO. 2010-021132 in the public records of Pinal County, Arizona (collectively, the "Prior Declaration").

February 18, 2014 The Declaration was amended by that certain First Amendment to the Amended Declaration of Covenants, Conditions and Restrictions for Golden Vista RV Resort Association Inc. approved on February 18, 2014 and Recorded on May 9, 2014 as FEE NO 2014-026854 in the Official Records of Pinal County, Arizona.

February 14, 2017 the Declaration was amended further by that certain Second Amendment to the Restated and Amended Declaration of Covenants, Conditions and Restrictions for Golden Vista RV Resort Association Inc. dated February 18, 2014 and Recorded on April 12, 2017 as FEE NO 2017-025409 in the Official Records of Pinal County, Arizona.

March 31, 2017 The Declaration was Restated to Include Amendments 1 and 2 to the Amended Declaration of Covenants, Conditions and Restrictions for Golden Vista RV Resort Association Inc. dated February 16, 2010; and this Revised Declaration was Recorded on April 12, 2017 as FEE NO 2017-025409 in the Official Records of Pinal County, Arizona.

- B. Article XIII, Section 6 of the Prior Declaration as amended permits the amendment or termination of the Prior Declaration by an affirmative vote of at least sixty percent (60%) of a quorum vote of the Association Members.
- C. By a duly held affirmative vote of the Golden Vista R.V. Resort Association Inc. in excess of sixty percent (60%) of a quorum vote of the Association members (the Owners of the Property) have approved this Restated Declaration of Covenants, Conditions and Restrictions for Golden Vista R.V. Resort.
- D. The Owners desire that all of the Property subject hereto be held, conveyed, mortgaged or pledged as security, encumbered, leased, occupied, built upon and otherwise used, improved or transferred in whole or in part, subject to this Declaration, as amended or modified from time to time.

NOW THEREFORE, the prior declaration is hereby revoked, amended and restated in its entirety and the provisions of this restated Declaration are hereby imposed upon the property

PART I
DEFINITIONS

- 1.01 ARC. Architectural Review Committee.
- 1.02 Articles. Articles shall mean the Articles of Incorporation of the Association, which have been filed in the office of the Corporation Commission of the State of Arizona, as said Articles may be amended from time to time.
- 1.03 Assessments. Assessments shall include the following:
- A. Regular Annual Assessment. Regular Annual Assessment shall mean the Regular Annual Assessment paid on quarterly or annual basis by each Owner of the Association for Common Expenses.
- B. Special Assessment. Special Assessment shall mean a charge against and directly attributable to a particular Owner and such Owner's Lot and unit together with attorneys' fees and other charges payable by such Owner pursuant to this Declaration, plus any and all interest thereon as provided for in this Declaration.
- C. Supplementary Assessment. Supplementary Assessment shall mean a pro rata charge against each Owner and such Owner's Lot.
- 1.04 Association. Association shall mean and refer to Golden Vista R.V. Resort Association, Inc., an Arizona nonprofit corporation, its successors and assigns.
- 1.05 Association Rules. Association Rules shall mean the Rules and Regulations and promulgated from time to time by the Board of Directors.
- 1.06 Board. Board shall mean the Board of Directors of the Association.
- 1.07 By-Laws. By-Laws shall mean the By-Laws of the Association as amended from time to time.
- 1.08 Common Areas. Common Areas shall mean so much of the real property including all buildings, structures, improvements and fixtures shown on the Subdivision Plat as has from time to time been conveyed to the Association.
- 1.09 Common Expenses. Common Expenses shall mean the expenses incurred by the Association in the good faith judgment of the Board for the management, preservation, protection, repair or construction of the Common Areas or in furtherance of the purposes of the Association or in the discharge of any obligation imposed on the Association by this Declaration.
- 1.10 Declarant. Declarant shall mean Golden Vista RV Resort Association, Inc.

- 1.11 Golden Vista Resort. Golden Vista Resort shall mean and refer to Golden Vista R.V. Resort Association, Inc. an Arizona nonprofit corporation, it's successors and assigns. It will conduct business as Golden Vista Resort.
- 1.12 Improvement. Improvement shall mean all buildings, structures, improvements, roads, roadways, parking areas, lighting fixtures, fences, walls, hedges, plantings, planted trees and shrubs, recreational or sporting areas, and all other structures or landscaping of every type and kind now and hereafter located on the Property.
- 1.13 Lot. Lot shall mean and refer to each separate parcel of real property shown and designated as a Lot from time to time upon the Subdivision Map. The term Lot shall exclude Common Areas.
- 1.14 Member. Member of the Association shall mean any person, corporation, partnership, joint venture or other entity who is an Owner. All persons listed on the deed are members of the Association, but only one vote per Lot is permitted.
- 1.15 Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any Lot. Owner shall not include the purchaser of a Lot under an unrecorded executory contract for the sale of property or persons or entities who hold an interest in a Lot merely as security for the performance of an obligation.
- Except as stated otherwise herein, Owner shall not include a lessee or tenant of a Lot.
- 1.16 Park Model. A dwelling unit defined by the current Arizona Revised Statutes as may be amended from time to time, as built on a single chassis, mounted on wheels, designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty (320) square feet and not more than four hundred (400) square feet exterior horizontal dimension in the set-up mode. A Recreational Vehicle, including a Park Model as defined herein, may include appurtenances that have been approved by the Architectural Review Committee and have been approved and received a building permit to be constructed in compliance with City of Apache Junction codes.
- 1.17 Patio Enclosures. Patio enclosures shall refer to Arizona (habitable) Rooms and Screen Rooms, as described in Design Guidelines.
- 1.18 Pet Area. Lots 940 to 1085 inclusive, this is the only area where pets may be kept.
- 1.19 Property. Property or Properties shall mean and refer to that certain real, personal, or mixed property affected by this Declaration, together with all personal property located on, affixed to, or used in connection therewith, and such additions hereto as may hereafter be brought within the jurisdiction of the Association.

- 1.20 Purchaser. Purchaser shall mean any person or other legal entity who becomes an Owner of any Lot within the Property by conveyance, gift, foreclosure, operation of law, devise, descent or any other transfer of title to such Lot.
- 1.21 Recreational Vehicle. Recreational Vehicle shall mean 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 it is in fact temporarily connected to one or more outside utility systems.
- 1.22 Resort "Resort" shall mean and refer to Golden Vista R.V. Resort Association, Inc., an Arizona nonprofit corporation, its successors and assigns
- 1.23 Single Family. Single Family shall mean not more than two persons who maintain a common household, unless otherwise approved by the Association.
- 1.24 Subdivision Map or Subdivision Plat. Subdivision Map or Subdivision Plat shall mean the recorded map or plat of GOLDEN VISTA R.V. RESORT recorded in the office of the Pinal County Recorder, in Cabinet Number A Slide 159, covering any or all of the Property referred to in this Declaration.
- 1.25 Tract. Tract shall mean any parcel of real property designed as a Tract on the Subdivision Map of the Property and located within the Property.
- 1.26 Visible from Neighboring Property. Visible from Neighboring Property shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation equal to the elevation of the base of the object being viewed.

PART 2

PROPERTY RIGHTS AND USAGE OF COMMON AREAS

- 2.01 Owner's Rights of Enjoyment. Every Owner shall have the right and easement of enjoyment in and to the Common Areas for the purposes of access, ingress to and egress from, use, occupancy and enjoyment of the Lot owned by such Lot Owner. Subject to the Rules and Regulations adopted from time to time by the Association, an Owner's use of the Common Areas shall include members of the Owner's family, guests, invitees, and visitors (collectively, Guests).
- 2.02 Transfer of Use of Common Areas. Except as otherwise provided hereto, an Owner may transfer his right of enjoyment to the Common Areas to the Owner's tenants and lessees (collectively, the Lessee). If the Owner has transferred the Owner's right of enjoyment of the Common Areas to the Owner's Lessee, the Owner shall not have the right of enjoyment of the Common Areas unless otherwise provided by the Association. The Association shall limit the use of Common Areas by Owners of fractional interests in a Lot and holders of interests under other shared ownership arrangements. Guests and Lessees shall be

subject to the terms and provisions of this Declaration and the Articles, By-Laws, and Association Rules and Regulations.

- 2.03 Conveyance of Common Areas. An Owner's interest in the Common Areas shall not be conveyed, transferred, alienated or encumbered separate from the Owner's Lot. Such interest shall be deemed to be conveyed, transferred, alienated or encumbered upon the sale of Lot, whether or not the instrument of conveyance, transfer, alienation or encumbrance refers to the Common Areas. Reference in a deed or other instrument to a specific Lot alone shall be sufficient to legally describe all rights, interests, and easements appurtenant to said Lot.
- 2.04 Partition of Common Areas. The Common Areas shall remain undivided and no action for partition or division of any part thereof shall be permitted.
- 2.05 Abandonment or Failure to Use Common Areas. No Owner may exempt himself from liability for Assessments with respect to the Common Areas or any other obligation under the Declaration by waiving or failing to exercise the right to use the Common Areas or by abandonment of a Lot or otherwise.
- 2.06 Common Area Fees. The Association has the right to charge reasonable fees for the use of any facility situated upon the Common Areas.
- 2.07 Suspension of Rights. The Association has the right to suspend the voting rights and right to use of the facilities by an Owner for any period during which any Assessment against his Lot remains unpaid or for any infraction of this Declaration or the Rules and Regulations duly promulgated by the Association, the Board, or any constituted committee of the Association or Board.

PART 3

PROPERTY USES AND RESTRICTIONS

- 3.01 Use Limited to Recreational Vehicles and Park Models. All Lots shall be solely for the parking and occupancy of Recreational Vehicles or Park Models. It is the declared intention of the Association to exclude mobile homes and dwelling houses from the Property and to create and maintain the Property as a resort solely for the use of owners and operators of Recreational Vehicles or Park Models.
- 3.02 Commercial Uses Prohibited. No occupation, business, profession, trade or other commercial or business activity shall be conducted on any portion of the Property except as may be specifically approved from time to time by the Association. The mere leasing of a Lot to a Single Family from time to time does not constitute a commercial or business use of Lot.
- 3.03 Parking on Lots. Not more than one (1) Recreational Vehicle or Park Model and two (2) passenger cars or pick-up trucks (including one (1) passenger van seating nine (9) or fewer passengers) shall be parked on any Lot. Additionally, not to exceed two (2) units of motorcycles or golf carts providing they meet parking restrictions, shall be parked on any Lot. This limitation does not apply to

mopeds or bicycles kept for personal use or to a car dolly. Boats, trailers and any other conveyance, which may be restricted by the Board, shall not be permitted to be parked on any Lot.

- 3.04 Parking on Common Areas. No Recreational Vehicle shall be parked or located on the Common Areas or any common roads or streets within the Property, except for loading and unloading, No motorized vehicles shall be parked or located on the Common Areas or on any roads or streets within the Property except in parking spaces or parking areas designated under the Association Rules. No non-operable motorized vehicle shall be parked or stored on the Common Areas for more than three (3) days. No automotive or mechanical repair work shall be performed on the Common Areas. No commercial truck or truck with a load capacity of more than one ton shall be parked on the Common Areas, except for temporary daily parking by commercial trucks involved in rendering service to a Lot, Recreational Vehicle, or the Common Areas. The Association shall have the right to have vehicles violating this restriction towed at the vehicle owner's expense.
- 3.05 Additional Parking Restrictions. No non operable motorized vehicle shall be parked or stored on a Lot for more than three (3) days. No automotive or mechanical repair work shall be performed on any Lot. No commercial truck shall be parked on any Lot, except for temporary daily parking by commercial trucks involved in rendering service to a Lot.
- 3.06 Vehicle Appearance. All Recreational Vehicles, Park Models and other vehicles on the Property shall be maintained to present a neat and attractive appearance.
- 3.07 Other Improvements to Lots. Structures such as a storage building, patio deck, patio cover, screen patio and Arizona Room may be permitted on the Lots subject to the Lot Owner first obtaining approval from the Architectural Review Committee, and a building permit from the City of Apache Junction for such structures and on the condition that such structures be constructed in compliance with the adopted City of Apache Junction Building Codes. In no event shall any structure be placed upon any Lot which would impede the use of any easement created by this Declaration or otherwise with respect to said Lot.
- 3.08 Antennas. No antenna or other device for the transmission or reception of television or radio signals or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any portion of the Property whether attached to a building, structure, Recreational Vehicle, a Park Model or otherwise, except pursuant to the Rules and Regulations adopted by the Board.
- 3.09 Utility Service. Except for temporary hook-ups between Recreational Vehicles and permanent utility outlets, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Property unless the same shall be contained in conduits or cables installed and maintained underground or concealed in under or on buildings or

other structures approved in writing by the Board, a duly constituted and authorized committee of the Board, or a duly authorized designee of the Board. All temporary utility hook-ups between Recreational Vehicles and permanent utility outlets shall be installed and maintained in accordance with applicable provisions of the Association Rules. No provision hereof shall be deemed to forbid the erection of the temporary power or telephone installations, incident to the construction of buildings or structures approved in writing by the Board.

- 3.10 Lot and Personal Property Maintenance. No Recreational Vehicle, Park Model, Improvement, or Lot shall be permitted to fall into disrepair or to become unsafe, unsanitary or unsightly. All Recreational Vehicles, Park Models, Lots, and Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. The Association shall have the right, after thirty (30) days notice (or without notice in the event of an emergency), to cause to be repaired or otherwise maintained the exterior of any Improvement, Recreational Vehicle, Park Model, or Lot which the Association determines in its sole discretion is in violation of this provision. No notice shall be required in order for the Association to cut weeds determined by the Association to be unsightly or unsafe. All costs and expenses so incurred by the Association shall be assumed by the Owner, and shall be paid to the Association on demand. Any sum not paid by an Owner shall be deemed and treated as a Special Assessment and may be collected in a like manner as delinquent Assessments.
- 3.11 Trash Containers and Collections. No garbage or trash shall be placed or kept on any portion of the Property, except in covered containers approved by the Board. In no event shall such containers be maintained so as to be unduly visible from neighboring properties except to make the same available for collection and then only the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot.
- 3.12 Overhangs. No tree, shrub, planting, structure or Improvement of any kind on any Lot shall be allowed to overhang or otherwise encroach upon any portion of the Common Areas without the prior written approval of the Association.
- 3.13 Right of Way. During reasonable hours, any member of the Board, any member of a duly constituted and authorized committee of the Board, or any other authorized designee of the Board shall have the right to enter upon and inspect any portion of the Property, including any Lot, except for the interior portions of any Recreational Vehicle, Park Model, patio enclosure or storage building for the purposes of ascertaining whether or not the provisions of this Declaration have been or are being complied with.
- 3.14 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon any portion of the Property except such machinery or equipment as is usual and customary in connection with the use, maintenance and enjoyment of Recreational Vehicles, Park Models, buildings, Improvements, or structures which are within the permitted uses of such

Property, and except machinery and equipment which the Association may require for the operation and maintenance of the Common Areas.

- 3.15 Restriction on Further Subdivision. No Lot shall be further subdivided, separated or partitioned by any Owner, and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. No Lot may be converted into a condominium or cooperative or other similar type of entity.
- 3.16 Signs. No commercial signs shall be erected or maintained on any Lot except such signs the nature, number and location of which have been approved by the Board, a duly constituted and authorized committee of the Board, or a duly authorized designee of the Board. The Board shall promulgate Rules and Regulations governing the number, size, construction, appearance, and location of any other signs. Failure to comply with such Rules and Regulations is a violation of these restrictions and the Association may exercise any and all remedies provided in this Declaration therefore.
- 3.17 Utility Easements. There is hereby created an easement upon, across, over and under the front five (5) feet, on both sides three (3) feet, and the rear four (4) feet of each Lot, and such other public utility easements as may be created by a subdivision plat recorded on such Property for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said Property and to affix and maintain wires, circuits and conduits on, in and under the Property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said Property except as initially developed and approved by the Declarant or thereafter approved by the Board. This easement shall not affect any other recorded easements on said Property.
- 3.18 Future Utility Installations. To the extent reasonable to do so, as determined in the sole discretion of the Board, installations of utilities subsequent to the initial development of the Property shall be constructed and maintained in such a manner as to minimize the inconvenience to, disruption of, or alteration of appearance of all areas including the Common Areas.
- 3.19 Sewers. For the purpose of this declaration the term sewer or sanitary sewer shall be deemed to include sewer lines available at each Lot and certain locations in the Common Areas. Accordingly, there is hereby created, for the benefit and use of the Association, an easement upon, across, under and over the Lots for ingress and egress, and for installation, maintenance, replacing and repairing of said sewer lines. Upon completion of any such maintenance, repairing, replacing or any other activity with respect to the sewer system located on said Lots the Association shall return the Lot to its condition prior to such action at no cost to the Lot Owner.

- 3.20 Offensive Activities: Nuisances. No offensive trade or activity shall be carried on upon any part of the Properties, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or to the Properties as a whole, or which shall in any way interfere with the quiet enjoyment of each of the Owners or his respective Lot, or which shall in any way increase the rate of any insurance respecting the Properties or any Lot. Each Lot, Recreational Vehicle, Park Model, and other structures shall be kept in a reasonably sanitary condition, free of offensive odors and insect infestation. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, Recreational Vehicle, Park Model, and other structures or adjacent to any Lot and no odors or insect infestation shall be permitted to arise or escape there from, so as to render the Properties or any such Lot or portion thereof unsanitary, unsightly, offensive or detrimental to the Properties or other Lots in the vicinity thereof or to occupants. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposes, shall be located, used or placed on the Properties, nor shall any offensive activity be carried on in any dwelling unit nor shall anything be done thereon which may become an annoyance or a detriment to adjoining Lot Owners. Devices such as cutouts on exhaust systems, noisy mufflers, etc., are prohibited within the Properties. The Board, in its sole discretion, shall have the right to determine the existence of any nuisance.
- 3.21 Laundry Facilities. Outside clotheslines or other outside facilities for drying clothes shall not be erected, placed or maintained on any portion of the Property. No washing machine or dryer shall be kept or maintained on any Lot, except within a Recreational Vehicle, Park Model, Arizona Room, or storage building without the prior written approval of the Association.
- 3.22 Mineral Exploration. No portion of the Property shall be used in any manner to explore for or to remove any water, oil or other hydrocarbons, minerals of any kind, gravel, earth or any earth substances of any kind.
- 3.23 Maintenance of Drainage Facilities. The Association shall maintain the drainage ways and channels located on individual Lots. The Association shall have the right upon reasonable notice (or without notice in an emergency), to go upon such individual Lot to repair or otherwise maintain drainage ways or channels.
- 3.24 Drainage Easement. There is hereby created, in favor of the Association, a blanket easement for drainage of ground water on, over and across the Property. No Owner shall divert, alter, or interfere in any way with the drainage of ground water upon, across or over any portion of the Property without prior ARC approval. Each Owner shall maintain the drainage ways and channels on his Lot in proper condition free from obstruction. The Association shall have the right, after thirty (30) days notice to an Owner, to repair or otherwise maintain the drainage way or channel on said Owner's Lot, which the Board determines has not been maintained by the Owner in compliance with this provision. All costs and expenses incurred by the Association shall be borne by the Owner, and shall be paid to the Association on demand. However, in the event the Association

determines an emergency exists it may give such notice and take such action as is reasonable under the circumstances. Any sum not paid by an Owner shall be treated as an assessment and collected in like manner as delinquent assessments.

- 3.25 Easement for Encroachments. There shall be and are created hereby blanket easements across each Lot for encroachments, overhangs, and overlaps of plants, landscaping, buildings, structures and Improvements located on the Common Areas.
- 3.26 Animals. No animals, household pets, or fowl of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other household pets shall be kept on the Lots, in accordance with the Association Rules, provided they are not kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board. Notwithstanding the foregoing, no animals, household pets, or fowl may be kept on Lots which result in annoyance or are obnoxious to residents in the vicinity. All dogs, cats and other four-legged household pets shall be kept on a leash of such length set forth in the applicable provisions of the Association Rules when outside a Lot and all pets shall be directly under the Owner's control when not on an Owner's Lot. It shall be the responsibility of said Owner, Lessee or Guest to remove immediately, any excrement from pets. No pets shall be permitted at large and each pet shall be confined entirely to an Owner's Lot within an enclosure on said Lot, or controlled so that the pet is confined entirely to the Owner's Lot. Notwithstanding the foregoing, the Board is expressly authorized to promulgate rules and regulations for only those Lots contained within the boundaries of Pet City to assure compliance with all of the above.
- 3.27 Air Conditioning. The Board is expressly authorized to promulgate rules and regulations governing the installation or restriction of air conditioning or heating units, compressors, solar panels or collectors and similar devices.
- 3.28 Rugs. Garments, rugs, laundry or other similar objects shall not be hung from the windows or from any facade of a Recreational Vehicle, Park Model, or other structures.
- 3.29 Reflective Materials. Insulating or reflective materials used in Recreational Vehicles, Park Model, and other structures shall be of the type and material that meets city and state fire codes. The Board or its authorized agents or designee shall promulgate rules and regulations to specifically define which materials shall be allowed.
- 3.30 Propane Tanks. Propane tanks shall be permitted on any Lot, provided such tanks are in compliance with all applicable city codes and laws and provided such tanks comply with Association Rules.
- 3.31 Solicitation. No door-to-door sales or other solicitations shall be permitted on Resort Property unless expressly permitted by the Association Rules.

3.32 Fair Housing Act Compliance. In order to comply with the Federal Fair Housing Act (42 U.S.C. 3600-3620) and current Regulations promulgated by the Department of Housing and Urban Development there under the following restrictions apply to the Property:

- A. Age Restriction. Golden Vista is a 55 plus community resort. At least one resident of each Lot must be 55 years of age or older (the Qualifying Resident), no person under the age of 55 may reside on a Lot unless the Qualifying Resident is residing on the Lot, and no person under the age of 18 years shall be permitted to occupy a Lot except as a Guest (the Age Restriction).
- B. Tenants, Lessees and Owners. The Age Restrictions apply to all occupants, whether Owners, Residents, Tenants, Lessees or otherwise, and regardless of whether such occupancy is a result of a written or verbal agreement, lease, installment sales agreement, purchase contract or other agreement or arrangement.
- C. Notices and Advertising Requirements. There shall be one or more notices posted in the community indicating that it is a 55 or over community. All advertising or sales, rental, or related material for Lots within Golden Vista must include reference to Golden Vista as a 55 Plus Community and all agreements, leases or other occupancy arrangements must disclose the existence of these policies and procedures.
- D. Age Restriction Exceptions. If a Qualifying Resident dies or terminates residency of a Lot as a result of illness, divorce, or legal separation, and if the remaining resident is not 55 years of age, so long as (1) at least 80% of the Lots in Golden Vista have a Qualifying Resident, and (2) the remaining resident is at least 45 years old, the remaining resident may continue to occupy the Lot without violation of the Age Restriction ruling. However, if the remaining resident is less than 45 years of age (but more than 18 years old), so long as at least 80% of the Lots in Golden Vista have a Qualifying Resident, the Association shall have the right, if it reasonably determines that the lifestyle of the remaining resident is believed to be compatible with the mature lifestyle intended in Golden Vista, to elect to allow the remaining resident to reside on the Lot without violation of the Age Restrictions. The Board shall have the right to approve a limited number of occupant(s) less than 55 years of age for hardship or compassionate reasons.
- E. Facilities and Services. Facilities and services specifically designed to meet the physical or social needs of older persons, as may be required by the Act or the Regulations shall at all times be available to residents of Golden Vista.
- F. Self-Certification. The Association shall take advantage of and comply with the requirements of any self-certification procedures provided for in the Regulations.

G. Policies and Procedures. The Association shall adopt and publish policies and procedures that demonstrate its intent to operate as a 55 or over community.

- 3.33 Underage Restrictions. No person or persons under the age of eighteen (18) shall reside upon a Lot for more than a reasonable period or periods during any calendar year, which period or periods shall be governed by applicable provisions of the Association Rules.
- 3.34 Appearance of Recreational Vehicles and Park Models. Recreational Vehicles or Park Model must be and remain in sufficiently good condition to be safe and to present a neat and attractive appearance. Recreational Vehicles failing to meet the requirements for safety and neat appearance will not be permitted in the Park. The Association, represented by the Board of Directors, will be the sole judge of compliance with appearance and safety requirements.
- 3.35 Landscaping. All private landscaping or potted plants on any Lot shall be properly maintained, watered, and trimmed by the Owner of the Lot.
- 3.36 Utility Facility Maintenance. It shall be the responsibility of the Lot Owner to install, maintain and repair all utility fixtures and equipment located outside any easement area within the Lot and which enters the Lot, either above or below ground for the purpose of servicing any structure located on that Lot. Utility lines, power pedestals, pipes, wires, conduits, ducts and systems of any kind located within all easement areas, either above or below ground, for the purpose of servicing individual Lots are the exclusive responsibility of the Association. The maintenance, upgrade or repair of all service facilities including power pedestals shall be carried out according to the regulations established by the Association which indicate the specific responsibility of the utility provider, the Lot Owner and the Association's designee.
- 3.37 Grandfathered Conditions. Existing placement of a Recreational Vehicle, Park Model, or any constructed walls, Arizona room, deck, Screen patio, awning, storage unit, fence, or other additions prior to the adoption of the grandfathered agreement with the city of Apache Junction shall be considered in compliance with this Declaration except for such conditions for which the Owner of a Lot has received an Association Written Notice of Violation. Any placement of Recreational Vehicles or Park Models, or any constructed Arizona room, deck, awning, built-in shed, or chain link fence in existence on any Lot shall not be in violation of this Declaration or any rules, regulations or guidelines adopted pursuant to this Declaration, except for such conditions for which the Owner of a Lot has received an Association Written Notice of Violation. Any replacement of the above items shall be required to conform to this Declaration and any rules, regulations and guidelines in effect at the time of such replacement. This paragraph does not affect the requirement that all Owners comply with all city, county, state or federal laws or codes.
- 3.38 Promulgation of Rules. The Board is hereby expressly authorized to establish all such Rules and Regulations as it shall deem necessary for the purpose of

implementing, enforcing and administering the restrictions contained in the Restated Declarations of Covenants, Conditions and Restrictions, The Articles of Incorporation or By-Laws.

PART 4
EASEMENTS ON ALL PROPERTIES

- 4.01 Right of Inspection. During reasonable hours, the Association and its agents shall have the right to enter upon and inspect any portion of the Property, including any Lot (except for the interior of any Recreational Vehicle, Park Model, or any other structure) for the purposes of ascertaining whether the provisions of this Declaration have been or are being violated and exercising the Association's rights hereunder.
- 4.02 Lot Setbacks. Each Lot shall be subject to a setback area across the front five (5) feet, on both sides three (3) feet, and the rear four (4) feet of each Lot. No permanent or temporary Structures, Improvements (other than landscaping), Vehicles (other than golf carts and car dollies), Park Models or Recreational Vehicles shall be located on such setback areas. Any variation from the above setbacks requires written approval from the Board or its designated agent.
- 4.03 Utility Easements. There is hereby created, in addition to such other utility or other easements as may now or hereafter exist, an easement upon cross, over and under the front five (5) feet, on both sides three (3) feet, and the rear four (4) feet of each Lot, for ingress, egress, installation, replacing, repairing and maintaining all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television cable or communication lines and systems, etc. By virtue of this easement, it shall be expressly permissible for a utility-service company, Lot Owner, or licensed contractor to install and maintain facilities and equipment on the Property and to affix and maintain wires, circuits and conduits on, in and under the Property. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities or service lines may be installed or relocated on said Property except as approved by the Association.
- 4.04 Drainage Easement. There is hereby created, in favor of the Association, a blanket easement for drainage of ground water on, over, under and across the Property.
- 4.05 Easement for Encroachments. There are hereby created blanket easements across each Lot for encroachments, overhangs, and overlaps of plants, landscaping, buildings, structures and improvements located from time to time on the Common Areas.
- 4.06 Entry to Install and Maintain Landscaping. The Association shall have the right at any time, to plant, replace, maintain and cultivate shrubs, trees, grass and planting on any Property within the Property other than on a Lot, and on such easements over an Owner's Lot as may have been granted to the Association

regardless of whether any Owner or the Association is responsible hereunder for maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such Property by the Association without the written consent of the Association having first been obtained. The Association shall have the right to enter upon any Property at any reasonable time for the purpose of planting, replacing, maintaining or cultivating such shrubs, trees, grass or plantings.

PART 5
APPLICATION OF DECLARATION TO GUESTS AND OTHERS

- 5.01 Guests Subject to Declaration. The provisions of this Declaration, the By-Laws and the Association Rules are binding upon all Owners and also upon all other persons possessing, occupying or using the Property or any portion thereof and the Association may enforce this Declaration, the By-Laws and the Association Rules against all such other persons.
- 5.02 Declaration Incorporated in Lease. The Declaration, By-Laws and Association Rules, shall be deemed incorporated within and made a part of every lease, rental, sublease or other agreement or understanding (collectively the Lease) whereby an Owner or other person allows possession, use or occupancy of any portion of the Property by another.
- 5.03 Notice to Lessee. The Lot Owner or agent must notify the proposed Lessee in writing that the use of the premises is subject to this declaration. No Owner shall allow that Owner's Lot to be occupied by persons other than the Owner and the Owner's immediate family, without first notifying the proposed Lessee, Tenant or Occupant (collectively, the Lessee), in writing, that the use of the premises is subject to this Declaration. The Owner shall secure from the Lessee a written agreement to abide by all of the Covenants, Conditions and Restrictions contained in this Declaration, the By-Laws, and the Association Rules and Regulations, and the Owner shall furnish the Association an executed copy of such written agreement. The Lease shall also expressly condition the Lessee's right to occupy the Lot upon the observance by Lessee and the Lessee's Guests of the provisions of this Declaration and the Association Rules and Regulations. The agreement form used is to be supplied by the Association.
- 5.04 Action by Association. Any breach of the Declaration by Lessee or any Guests of the Lessee shall entitle the Association to initiate all available action in the name of the Association or in the name of the Owner, or both, to enforce this Declaration, the By-Laws, Association Rules and Regulations and the Lease, including the termination of Lessee privileges.
- 5.05 Cost of Action by Association. In the event the Association institutes any legal action or takes other action to enforce the Declaration or Association Rules, the costs and expenses of said action, including attorney's fees, costs and expenses, shall be paid as determined by the court or negotiated settlement. Any judgment

against a Lot Owner shall be secured by a lien against the Owner's Lot, as provided herein for Assessments.

PART 6
ASSOCIATION ORGANIZATION AND MEMBERSHIP

- 6.01 Formation and Organization. Golden Vista RV Resort Association, Inc. has been formed as a nonprofit Arizona Corporation and shall serve as the governing body for the administration for the Park, the Lot Owners, the maintenance, repair, replacement and operation of the common areas as provided for in this declaration. A Board of Directors of not less than five (5) nor more than nine (9) members and such officers as may be appointed pursuant to the Articles and the By-Laws shall conduct the affairs of the Association in accordance with the Declaration, Articles and By-Laws. The Directors of the Association must be Members of the Association.
- 6.02 Membership. Upon becoming the Owner of a Lot, an Owner shall automatically become a Member of the Association and said Owner shall be and remain a Member of the Association until such time as his ownership of a Lot ceases, at which time membership in the Association shall cease automatically. Only Owners shall be Members. Ownership of a Lot shall be the sole qualification and criterion for membership. Persons or entities who hold an interest merely as security for the performance of an obligation are not entitled to membership.
- 6.03 Transfer of Membership. A membership in the Association shall not be sold, assigned, transferred, pledged, mortgaged encumbered or alienated in any way except upon the transfer or pledge of such Lot, and then only to such purchaser, or encumbrancer, or by intestate succession, testamentary disposition, foreclosure of mortgage or sale under a deed of trust, or other legal process. An encumbrance or lien upon a Lot shall similarly be deemed an encumbrance or lien upon the membership appurtenant to that Lot. Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association.
- 6.04 Membership Records and Voting. The record Owner of a Lot shall be entitled to one membership in the Association and shall be entitled to one (1) vote for each Lot owned. In the event a Lot is owned by two or more persons, the membership as to each such Lot shall be joint. A single membership for such a Lot shall be registered in the names of all Owners, and all joint Owners shall designate one Owner in writing to the Association to vote the membership vote associated with that Lot. The designated Owner shall have the right to vote the membership associated with that Lot until a subsequent designation by all joint Owners has been received by the Association. Membership shall be evidenced by an official list of Members kept by the Secretary of the Association.
- 6.05 Suspension of Voting Rights. Notwithstanding the foregoing, in the event any Owner is in arrears in the payment of any amount due under any of the provisions of the Declaration, By-Laws or Association Rules or shall be in default

in the performance of any of the terms thereof, such Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and/or all defaults remedied.

- 6.06 Meetings. Regular meetings of the Members of the Association shall be held with the frequency, at the time and place specified in the By-Laws but no less often than once each calendar year. Special Meetings may be called as provided in the By-Laws.
- 6.07 Order of Business. The order of business at all annual meetings shall include but not be limited to the following items:
- A. Proof of notice of meeting or waiver of notice.
 - B. Proof of quorum.
 - C. Reading of minutes and approval of minutes by members.
 - D. Treasurer's report.
 - E. Prior year's actual financial report; comparison of prior year's budget to actual financial report.
 - F. Proposed Annual budget.
 - G. President's report.
 - H. Committee reports.
 - I. Election results - Names of new directors and results of other measures which appeared on ballot.
 - J. Manager's report.
 - K. Old Business.
 - L. New Business.
- 6.08 Quorum. More than 50% of the total eligible members, present shall constitute a quorum. If the required quorum is not present at any meeting of the Members, another meeting may be called pursuant to the By-Laws, and, if the required notice of that meeting is sent within thirty (30) days of the meeting at which a quorum was not present, the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. At no time shall the presence of Members or mail-in ballots entitled to cast less than twenty-five percent (25%) of all votes constitute a quorum.
- 6.09 Association Board of Directors. The affairs of the Association shall be conducted by a Board of Directors and such officers as the Directors may elect or appoint, in

accordance with the Articles and By-Laws as same may be amended from time to time. In addition, the Board is hereby expressly granted the authority:

- A. To establish such temporary or permanent committees (whether or not such committees are expressly provided for herein);
 - B. To promulgate such rules and regulations as the Board in its discretion deems necessary and advisable for the selection and removal of members thereof;
 - C. Within the limits set by the law, this Declaration, the Articles and By-Laws, to delegate the Board's authority, duties and responsibilities to such committee or any other authorized designee pursuant to rules and regulations duly promulgated by the Board.
- 6.10 Rules and Regulations. Reasonable rules and regulations concerning the use of the Property and all portions thereof, imposing reasonable and uniform restrictions upon the Owners and the use of the Lots, and specifying construction procedures and standards for all Improvements to be constructed on the Property may be made from time to time by the Board (without any additional approval of the Members of the Association). Copies of all rules and regulations shall be furnished by the Association to Owners on request. Any changes to the existing Rules and Regulations are to be adequately publicized for members and residents. In the event of any conflict between the Rules and Regulations and any other provisions of this Declaration, or the Articles and By-Laws, the Rules and Regulations shall be deemed superseded by this Declaration, the Articles and By-Laws to the extent of such inconsistency.
- 6.11 Board's Determination Binding. The Board of Directors shall be the final arbiter of any dispute or disagreement between any Owners relating to the Property, or any question of interpretation of application of the provisions of the Declaration, Articles, By-Laws or Association Rules. The determination thereof by the Board shall be final and binding on each and all of such Owners.

PART 7

POWERS OF THE ASSOCIATION

- 7.01 Powers and Authority of the Association. The Association shall have all of the powers of an Arizona nonprofit corporation subject only to such limitations in the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. The Association shall have the power to do any and all things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association including without limitation the following:
- A. Enforcement Actions. Enforce in its own name, on its own behalf, or on behalf of consenting Owner(s) the provisions of this Declaration, the Articles, the By-

Laws, and the Rules and Regulations by appropriate means, including, without limitation, the employment of legal counsel and the commencement and maintenance of actions at law or equity.

- B. Common Areas Administration. Administer, maintain and otherwise manage all of the Common Areas, all Improvements and landscaping, and all other Property acquired by the Association.
- C. Property Taxes. Pay any real and personal property taxes and other charges assessed against the Common Areas.
- D. Utility Contracts. Obtain, as may be appropriate and necessary for the benefit of all of the Property, water, gas, sewer, telephone, cable TV, trash, garbage collection, electric services and refuse collections.
- E. Utility Facilities. Grant and convey to any third party easements and rights-of-way in, on, over or under the Common Areas for the purposes of constructing, erecting, operating or maintaining thereon, therein or there under (1) overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio antenna facilities and for other appropriate purposes, (2) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and (3) any similar public or quasi-public improvements or facilities.
- F. Insurance. Maintain such policy or policies of insurance as the Association deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and the Owners.
- G. Funds. Establish and maintain funds in such amounts as determined by the Association.
- H. Contracts. To expend Association funds, borrow money and execute such documents, mortgages, deeds of trust, security agreements, notes, contracts and other instruments as may be necessary or advisable for the purpose of performing the duties and exercising the rights granted to the Association.
- I. Delegation. Within the limits set by law, this Declaration, the Articles and By-Laws, establish such temporary or permanent committees (whether or not such committees are expressly provided for herein) as the Association in its discretion deems necessary and, if deemed appropriate by the Association, to delegate the Association's authority, duties and responsibilities to such committees.
- J. Rules and Regulations. Without approval of the Members, adopt reasonable rules and regulations concerning the use of the Property. The rules and regulations shall be established and enforced uniformly so as not to discriminate for or against any Owner or Lot. Copies of all rules and

regulations shall be furnished by the Association to Owners on request. In the event of any conflict in the provisions of this Declaration, the Articles, the By-Laws, and the Rules and Regulations, the provisions of the Declaration shall control, followed by the Articles, By-Laws and Rules and Regulations, in that order.

K. Activities. Conduct social, athletic and other events and activities to promote a recreational and leisurely lifestyle for Owners, Residents and their Guests.

L. Lien Foreclosure Bids. Bid in any foreclosure sale affecting a Lot and to purchase, acquire, hold, lease, mortgage, and convey any Lot, provided that the expenditure of Association funds pursuant to such Bid shall have been first approved by the vote of either (1) six of seven members of the Board of Directors, or (2) a majority of the Members at the Annual Meeting or a Special Meeting of the Association called for such purpose.

M. Further Acts. Perform such other acts, whether or not expressly authorized by this Declaration, as may be necessary or appropriate to maintain and administer the Property or to enforce or effectuate any provision of the Declaration, By-Laws, and Rules and Regulations.

7.02 Management. The Association may retain the services of a manager or management company to assist the Association in discharging its duties hereunder. In the event such a manager or management company shall be retained, such manager or management company shall be selected at the sole discretion of the Association and shall be retained pursuant to such management agreement as the Association shall, in its sole discretion, deem reasonable and necessary. A copy of all management agreements shall be made available to each Owner by the Association upon request. Any management agreement may be canceled and terminated by an affirmative vote of at least sixty percent (60%) of a quorum vote cast by the Association Members. No management agreement shall be for an initial or renewal term longer than three (3) years.

7.03 Emergency Powers. In the event of any emergency involving potential danger to life or property, the Association or any person authorized by the Association may enter upon any owners Lot, Recreational Vehicle or any other structures within the Park.

PART 8

DUTIES OF THE ASSOCIATION

8.01 Duties. It shall be the duty of the Association to:

A. Common Areas Maintenance. Maintain, reconstruct, repair, replace or refinish any Improvement, street, curb, gutter, landscaping, structure, parking area, fixture or facility located on the Common Areas or any portion thereof in accordance with (1) the last plans thereof approved by the Association, (2) the original plans for development of the Property, or (3) if neither (1) or (2) is

applicable and if such Improvement was previously in existence, then in accordance with the original designs, plans, finishing or standards of construction of such improvement as it was originally constructed.

- B. Landscaping. Replace injured and diseased trees or other vegetation on the Common Areas, and plant trees, shrubs and ground cover to the extent that the Association deems necessary for the conservation of water and soil and for aesthetic purposes.
- C. Signs, Markings and Lights. Place and maintain upon the Common Areas such signs, markers and lights as the Association may deem appropriate for the proper identification, use and regulation thereof; repaint striping, markers, directional signs, etc., as necessary; clean and revamp lighting fixtures as needed.
- D. Trash Removal. Remove all papers, debris, filth and refuse from the Common Areas and wash or sweep paved areas as required.
- E. Property Taxes. Pay all real estate and personal property taxes and assessments on the Common Areas.
- F. Utility Payments. Pay all electrical, water, gas, sewer, trash collection, telephone and other utility charges or fees for services furnished to the Common Areas. Pay on behalf of the Lot Owner such utility charges or fees for services furnished to the Lot Owner and collected in assessments.
- G. Insurance. Pay for and keep in force at the Association's expense, (1) Workmen's Compensation to the extent necessary to comply with any applicable laws, and (2) public liability, casualty, and fire insurance naming the Association as insurers with companies acceptable to the Association covering the Common Areas, all in amounts established from time to time by the Association.
- H. Fidelity Bonds. Pay for and keep in force standard fidelity bonds covering persons authorized to sign checks on behalf of the Association or to receive or disburse funds or other Property of the Association, in such amounts as the Association may determine from time to time.
- I. Further Acts. Do all such other and further acts which the Association deems necessary to preserve and protect the Common Areas and the beauty thereof, in accordance with the general purposes for use and enjoyment of the Property described in this Declaration.

8.02 Accounting. The Association shall at all times keep true and correct records of account for the Common Areas and the Association in accordance with generally accepted accounting principles applied on a consistent basis and shall furnish for the inspection of all voting Owners at reasonable times such records which shall specify in detail all expenses incurred and funds accumulated from Assessments

or otherwise. If a management agent contracts with the Association to perform all or part of the Association's duties, the management agreement therefore shall require such management agent to maintain records in accordance with the foregoing requirements and to provide the Association with a report of its activities under such management agreement prior to the close of each fiscal year of the Association and at such additional times as may be requested by the Association. The information set forth in such report shall be provided in the annual report from the Association to the Owners.

PART 9 **COVENANTS FOR ASSESSMENTS**

- 9.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner by taking title to a Lot covenants and agrees to pay to the Association Regular Annual Assessments, Supplementary Assessments, Special Assessments, and such other Assessments as may be fixed, established and collected from time to time as herein provided. The Assessments, together with interest, reasonable late fees, and reasonable attorneys' fees, costs and expenses, shall be a charge on the Owner's Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, and reasonable attorneys' fees, costs and expenses shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to a successor in title unless expressly assumed by said successor. Without the approval of the Association, Lots shall not be sold, transferred or conveyed by any Owner without all Assessments having been paid in full, whether or not a Notice of Assessment Lien has been filed or recorded.
- 9.02 Use of Assessments. Assessments shall be disbursed solely for the exercise and performance of expressly stated Association powers and duties and for such other and further expenses relating to any services or facilities which may be necessary, advisable or expedient in order to carry out the intent, purposes and objectives of the Association as set forth in this Declaration. Each Lot shall bear an equal portion of the Common Expenses of operating the Property including the Common Areas.
- 9.03 Regular Annual Assessments. Except as otherwise provided herein, the amount of Regular Annual Assessments against each Lot shall be determined and approved by the Board no later than the last Board meeting in March, after review and approval of the Budget for the ensuing fiscal year, as presented by the Budget Committee. Written notice of the Regular Annual Assessment shall be sent to every Owner no later than thirty (30) days prior to the date the first payment based upon such Regular Annual Assessment is due. In no event shall regular assessments for any budget year increase from the preceding year by more than that allowed under Arizona State law, without an affirmative vote by a majority of Owners.

- 9.04 Insufficient or Excessive Assessments. In the event the Board shall determine that the estimate of total charges for the current year is, or will become inadequate to meet all Common Expenses for any reason, it shall promptly determine the approximate amount of such inadequacy and issue a Supplementary Assessment. In the event the Board shall determine that the appropriate amount collected or to be collected through Regular Annual Assessments is in excess of the Association's needs for the current assessment period and reserves appropriate for future years, the Board, in its discretion, may refund to the Members who paid such assessments all or any portion of such excess, reduce the amount of the Regular Annual Assessments or abate Assessments as it deems appropriate.
- 9.05 Default Minimum Assessment. If the Regular Annual Assessment amount for any fiscal year is not made by the Board at least thirty (30) days in advance of the commencement of the fiscal year, the regular assessment in effect, shall be automatically deemed to be the Regular Annual Assessment for the next year and assessed against each Lot and such Regular Annual Assessment shall remain in effect until the Board determines the assessment for the new fiscal year and gives thirty (30) days written notice of the new Assessment to each Owner.
- 9.06 Accounts. The funds and expenditures of the Corporation shall be credited and charged to accounts under the following classifications as shall be appropriate:
- A. Current expenses, which shall include all funds and expenditures to be made within the year for which funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to capital improvements.
 - B. Reserve for Capital improvements and/or deferred maintenance, which shall include funds for maintenance which occurs less frequently than annually.
 - C. Reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation, obsolescence, or condemnation.
- 9.07 Supplementary Assessments. In addition to the Regular Annual Assessments, the Association may levy in any fiscal year, or portion thereof, a Supplemental Assessment applicable to that year, or portion thereof, only, for the purpose of defraying either (1) Common Expenses which are expected to exceed or which in fact exceed Common Expenses, including, but not limited to, administrative expenses, expenses associated with holding annual or special meetings and similar expenses which were previously budgeted under a Regular Annual Assessment during any given fiscal year, or (2) for the purpose of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement upon the Common Areas not covered elsewhere in this Declaration, including the necessary fixtures and personal property necessarily related thereto. To the extent any proposed Supplementary Assessment exceeds One Hundred Dollars (\$100.00) times the total number of Lots, such

Supplemental Assessment must have an affirmative vote of at least sixty percent (60%) of a quorum vote cast by the Association Members.

- 9.08 Special Assessments. In addition to Regular Annual Assessment and Supplementary Assessments, the Association may levy from time to time Special Assessments against a particular Owner and Lot for the purpose of collecting expenses, costs, attorney's fees and other amounts permitted hereunder to be chargeable to an Owner or a member of his family, or his tenants, guests, licensees or invitees, the cost of such maintenance, replacement or repair shall also be added to and become part of a Special Assessment to which such Owner's Lot shall be subject.
- 9.09 Inadequate Assessments and Increase in Assessments. Each Owner shall be personally responsible for becoming familiar with the financial records and condition of the Association and the costs of maintaining, repairing, and operating the Property and shall not rely on the representations of the Association or any other person as to whether Assessments are or will be sufficient to cover past, present or future obligations of the Association.
- 9.10 Uniform Rate of Assessment. Both Regular Annual Assessments and Supplementary Assessments must be fixed at a uniform rate for all Lots and may be collected on a quarterly or annual basis, as determined by the Association.
- 9.11 Assessment Status Certificates. The Association shall, upon demand, and for a reasonable fee furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid and the current amount owing, if any.
- 9.12 Interest on Delinquent Assessments. Any Assessments not paid shall accrue a late fee determined from time to time by the Association for each month such Assessment is not paid. In addition, all delinquent Assessments, including applicable late fees, shall bear interest at the highest rate allowed by current Arizona Revised Statutes. All late fees and interest on delinquent Assessments shall be considered Assessments for all purposes herein.
- 9.13 Effect of Nonpayment of Assessments. In the event of a default in payment of any Assessment, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by any or all procedures described herein.
- 9.14 Enforcement by Suit. The Association may cause a suit at law to be commenced and maintained in the name of the Association against an Owner or Member to enforce each such assessment obligation without waiving any lien rights it may have against said Owner's Lot.
- 9.15 Action for Future Assessments. Any suit or action brought by the Association against the defaulting Owner shall, at the election of the Association, extend to all claims and demands against the defaulting Owner, whether matured or unmatured, and it shall not be necessary for the Association to bring additional

suits or actions to collect claims not matured at the time of filing of such suit, but maturing subsequent to the filing thereof, while such action is pending.

- 9.16 Evidence of Lien. It shall not be necessary to the validity, enforceability or binding effect of any lien imposed by authority of this Declaration that it be evidenced by a recorded document other than this Declaration. It shall be sufficient to establish the amount of the lien in a suit for collection, lien foreclosure or other action that the complaint describe the unpaid assessment(s) with particularity and that a notice of pending litigation (lis pendens) in the usual form be recorded. Notwithstanding other provisions of this section, a certificate stating the amount of any unpaid assessment, acknowledged and recorded by an officer or designated agent of the Association, shall be prima facie evidence of the amount of the lien.
- 9.17 Priority of Lien. Liens imposed on any Lot by this Declaration shall have the same effect and priority as a lien for real property taxes or other liens imposed for the common welfare and benefit of the Owners, and as such shall without necessity of recording be superior to all mortgages or other conveyances. Notwithstanding the preceding sentence, the liens imposed on the Property by this Declaration shall be subordinate to the lien of any bona fide first-position purchase money mortgage or deed of trust. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, trustee sale, or any proceeding or conveyance in lieu thereof to enforce or extinguish a bona fide, first purchase money mortgage or deed of trust, shall extinguish the lien of such Assessment as to payments which become due prior to such sale or transfer. No sale or transfer, including the sale or transfer of any Lot pursuant to mortgage foreclosure, trustee sale, or any proceeding or conveyance in lieu thereof to enforce or extinguish a bona fide first purchase money mortgage or deed of trust, shall relieve such Lot from liability for any Assessments thereafter becoming due.
- 9.18 Enforcement of Lien. Any such lien may, at the election of the Association, be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a realty mortgage or by the exercise of a power of sale in the manner provided by law under a trust deed, as set forth by the laws of the State of Arizona, as the same may be amended. In the event of Owner its reasonable attorneys' fees, expenses, court costs, title search foreclosure, the Association shall be entitled to recover from the defaulting fees, interest and all other costs and expenses incurred in connection with the foreclosure as determined by the court or negotiated settlement. Each Owner, by becoming an Owner of a Lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.
- 9.19 Additional Powers of Association. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any Lot.

PART 10
ARCHITECTURAL REVIEW

- 10.01 Architectural Review Committee. The Association shall have an Architectural Review Committee to perform the functions of the Architectural Review Committee set forth in this Declaration. The Architectural Review Committee shall be a committee of the Board. The members may be appointed and removed at the sole discretion of the Board of Directors. The members of the Architectural Review Committee shall consist of such regular members and alternate members as may be provided for in the By-Laws. Lot Owners may appeal ARC decisions. The ARC cannot approve changes, deletions or additions to the Common Areas. Requests for changes in Common Areas must be sent to the Board for approval.
- 10.2 Obligation to Submit Exterior Plans for Approval. No landscaping, painting, installation or refurbishment of the exterior walls of any Recreational Vehicle, Park Model, or Improvement, including buildings, fences, walls, windows, storage facilities, entryways, vestibules, stairways, awnings, patio covers, window coverings or treatments, antennas, free standing propane tanks, balconies or patios, nor any exterior attachment to or change or alterations thereof or the color of any structure, or other structure or Improvement shall be commenced, erected or maintained upon the Property or any portion of any Lot, visible from any neighboring property without the prior written approval of the Architectural Review Committee. The Architectural Review Committee may promulgate rules and regulations governing the procedures and guidelines for obtaining approval from the Architectural Review Committee.
- 10.03 Submission of Plans. An Owner seeking the Architectural Review Committee's approval shall submit plans and specifications sufficient to enable the Architectural Review Committee to understand the nature, kind, size, areas, height, materials, exterior color and surface, shape and design and location of the proposed landscaping, structure or Improvement.
- 10.04 Standard for Approval. Approval of proposed construction may be withheld if the proposed construction is not suitable or desirable with respect to the individual structure, or the Property as a whole, taking into consideration the requirements of this Declaration, the esthetics of the proposed improvement, the harmony thereof with the surroundings, the effect on the view of adjacent or neighboring Lots and the effects on the Property as a whole.
- 10.05 Delayed Approval. If the Architectural Review Committee fails to approve or disapprove plans and specifications properly submitted for its approval within thirty (30) days after delivery, approval by the Architectural Review Committee shall be deemed to have been given unless, within the thirty (30) day period one or more members of the Architectural Review Committee gives written notice to the Owner of the need for an additional fifteen (15) day period to study the proposed request.

- 10.06 Waiver. The approval by the Architectural Review Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Review Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval.
- 10.07 Liability. Neither the Board, the Architectural Review Committee or any member thereof, shall be liable to the Association, an Owner, or to any other party for any damage, loss of prejudice suffered or claimed on account of the good faith approval or disapproval of any plans or drawings, or the performance of any work, whether or not pursuant to approved plans, drawings and specifications.
- 10.08 Changes to Plans. No changes or deviations in or from such plans and specifications once approved shall be made without prior written approval of the Architectural Review Committee. Except for such appeal rights as may be expressly granted by the Association Rules, all decisions of the Architectural Review Committee shall be final.
- 10.09 Construction Practices. As soon as building materials are placed on any Lot, construction shall be promptly commenced and diligently prosecuted in order that such construction shall be completed within sixty (60) days.
- 10.10 Architectural Review Committee Rules. The Board of Directors may, from time to time in its sole and absolute discretion, adopt, amend, and repeal, by vote or written consent, the rules and regulations for the purpose of interpreting and implementing this Declaration as setting forth the standards and procedures for architectural review and the guidelines for building permits, construction work procedure, bonding, completion of work, clean-up, architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for the Property. If the Board delegates its authority under this Part 10 to a duly constituted committee or authorized designee of the Board of Directors, such rules shall set forth the procedure for appointment and removal of members of such committee or such designee and shall also set forth a means by which the decisions of such committee or designee may be appealed to the Board.
- 10.11 Remedies. The Association may enforce the provisions of this Part 10 by means of any remedy available at law or in equity, including, without limitation, the right to seek specific performance or to enjoin the continuance of the noncompliance with or violation of said provisions. The failure of any such remedies to be employed upon any one or more occurrences giving rise to such remedies shall not be a waiver of the right to employ such remedies. If in any action to enforce said provisions the Association prevails against the party in violation of said provisions, said party in violation shall pay all of the Association expenses associated with such action, including attorney's fees as determined by the court.

PART 11 **INSURANCE**

- 11.01 Terms. All insurance policies shall, if possible, contain clauses waiving subrogation against Owners, the Association, and Guests. As to each of said policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Association, the Board, and agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent of insurance proceeds received in compensation for such loss.
- 11.02 Additional Insurance. The Association shall have the authority to obtain such other insurance as it may deem appropriate or necessary, including, but not limited to fidelity bonds or other coverage, worker's compensation and officers and directors liability insurance. The Association shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage for the Common Areas in light of increased construction costs, inflation, practice in the community in which the Common Areas are located, or any other factor which would indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Association. The Association shall obtain any such increased coverage or additional insurance found to be appropriate.
- 11.03 Premiums and Proceeds. Insurance premiums for insurance coverage obtained by the Association shall be a common expense to be included in the Regular Annual Assessments levied by the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. The Board is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. The Board shall sign all loss claim agreements. The Board shall approve any insurance settlement in connection with any loss experienced by the Association.

PART 12 **ENFORCEMENT**

- 12.01 Rights of Enforcement. The Association, or any Owner, shall have the right but not the obligation, to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The failure to employ any remedy on any one or more occurrences giving rise to such remedy shall not be a waiver of the right to thereafter employ such remedy.
- 12.02 Suspension of Voting and Common Areas Rights. The Association shall have the right to suspend an Owner's voting rights and the Common Areas use rights for any period during which that Owner's Assessments or any other monetary

obligations remain delinquent. The Association shall have the right to suspend an Owner's Common Areas use rights for any period during which a non-monetary infraction of this Declaration, the By-Laws or the Association Rules remains uncured.

- 12.03 Recorded Notice of Violation. The Association shall have the right to record a written notice of violation of the Declaration. A copy of the notice of violation shall also be personally delivered or mailed to the last known address of the Owner. Recording of the notice shall serve for all purposes as notice to the Owner and to any subsequent purchaser of the Lot that there is a violation of the provisions of this Declaration. The Association may charge a reasonable fee for the costs incurred in investigating the violation, preparing the notice, obtaining legal advice in connection therewith, recording and other fees. Neither the Association, the Board, the officers or agents thereof shall be liable to any Owner or prospective or subsequent Owner for the failure to record any notice or liable for the erroneous recording of such notice if the recording was made or done based upon a good-faith belief that a violation had occurred.
- 12.04 Contents of Notice. The notice shall be executed and acknowledged by any officer or other agent of the Association and shall contain substantially the following information:
- A. The name of the Lot Owner.
 - B. The legal description of the Lot against which the notice is being recorded.
 - C. A brief description of the nature of the violation.
 - D. A statement that the notice is being recorded by the Association pursuant to this Declaration.
 - E. A statement of the specific steps which must be taken by the Owner to comply with this Declaration or the applicable rule.
- 12.05 Release of Notice. If after the recording of a notice of violation the Association determines that the violation referred to in the notice does not exist or has been cured, the Association shall record a notice of compliance which shall state the legal description against which the notice of violation was recorded, and shall state that the notice of violation is no longer in effect.
- 12.06 Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not relief sought is for negative or affirmative action by the Association or any Owner.
- 12.07 Enforcement. To the extent permitted by law, the Association, the Board, and their duly authorized agents may also enforce the provisions of this Declaration,

the Articles, By-Laws, Design Guidelines and Rules and Regulations of the Association.

- 12.08 Covenants Cumulative. The remedies, rights, obligations and restrictions described in this Declaration are cumulative and may be enforced individually or jointly and in any order.
- 12.09 Attorney's Fees. The prevailing party in any court action to enforce this Declaration or the Articles, By-Laws or Association Rules shall be entitled to recover his costs, attorney's fees, costs and other expenses as determined by the court.

PART 13 **GENERAL PROVISIONS**

- 13.01 Purposes of Declaration. This Declaration is declared and agreed to be in furtherance of a general plan of operation and management and is established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof and for the promotion of compatible, congenial and harmonious living among the Property Owners and Residents of Golden Vista R.V. Resort.
- 13.02 Running with the Land. All of this Declaration shall run with all of the Property for all purposes and shall be binding upon and inure to the benefit of the Association and all Owners and their successors in interest.
- 13.03 Severability. Invalidation of any provision of the Declaration or the Articles, By-Laws or Association Rules by judgment or court order shall not affect any other provisions thereof, which shall remain in full force and effect.
- 13.04 Construction. This Declaration and the Articles, By-Laws, and Association Rules shall be constructed according to their clear and obvious intent in such a manner as to promote and secure the appearance, integrity, value, and operation of the Property as a whole. Paragraph headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 13.05 Term. The covenants, conditions and restrictions of this Declaration shall be enforceable for a term of fifty (50) years from the date this Restated Declaration is recorded, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years.
- 1306 Amendments. This Restated Declaration may be amended in whole or in part at any time by an affirmative vote of at least sixty percent (60%) of a quorum vote cast by the Association Members. The vote of the members shall be evidenced by attaching to the amended declaration a Certificate of Amendment executed and acknowledged by the President and the Secretary of the Association, certifying the facts of a vote duly held at which the required number of Members cast affirmative ballots, either in person or by mail, for the adoption of the

amended declaration. An exception to the above procedure is authorized whenever the publication of a Federal or State law causes this document to be in non-compliance or conflict. The Board of Directors will make these changes through Amendment to bring the document into legal compliance. Each Amendment will be approved and published by the Board and signed by the President and Secretary. Each Amendment, citing the specific law will be filed with the appropriate agency and distributed to all Members as the Board directs.

- 13.07 Singular Includes Plural. Whenever the context of this Declaration requires, the singular shall include the plural and references to any gender shall include all genders.
- 13.08 Perpetuities and Other Invalidity. If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provisions (2) the rule restricting restraints or alienation; or (3) any other statutory or common law rules imposing similar time limits, then such provision shall continue only until twenty-one (21) years after the death of all of the survivors of the now living descendants of William Jefferson Clinton, President of the United States and Jane Hull, Governor of the State of Arizona.
- 13.09 Violation of Law. Any violation of any federal, state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of the Property by any Owner is hereby declared to be a violation of the Declaration and subject to any of the enforcement procedures set forth in said Declaration.
- 13.10 Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail. Mailed notices shall be deemed to have been delivered seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Association, at 3710 South Goldfield Rd., Apache Junction, Arizona, 85119; if to an Owner, to the address of his Lot or to any other address last furnished by the Owner to the Association for purposes of receiving notices. Any address for giving of notice may be changed at any time giving the Association notice of the new address of such Owner and shall promptly notify the Association in writing of any error in the Owner's address or any subsequent change of address.
- 13.11 Covenants by Owners. By acceptance of a deed or by the acquiring of any ownership interest in any of the real property included within this Declaration, each Owner, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, to the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration, the Articles of Incorporation, By-Laws, and Association Rules, and any amendments thereto. In addition, each Owner by so doing thereby acknowledges that this Declaration and the ancillary instruments set forth a general plan and design for the improvement and development of the Property covered thereby and such Owner evidences his intent that all the restrictions, conditions,

covenants, rules and regulations contained herein shall run with the land and be binding on all subsequent and future Owners, grantees, purchasers, assignees, and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial to and enforceable by the various subsequent and future Owners.

IN WITNESS WHEREOF; the undersigned, being of the Directors of the Association, hereunto set their hands and certify that by a duly held quorum vote of the Association, at least 60 percent (60%) of the Members voted affirmatively to approve this Restated Declaration, revised February 16, 2010, the First Amendment, dated February 18, 2014 and the Second Amendment dated February 14, 2017.

Signatures on File

Vice-President _____
P. D. Childress

Director _____
W. Despres, J