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When recorded mail to:  
  
Golden Vista RV Resort  
3710 S Goldfield RD  
Apache Junction AZ 85119



OFFICIAL RECORDS OF  
PINAL COUNTY RECORDER  
Virginia Ross

DATE/TIME: 03/22/2021 1252  
FEE: \$30.00  
PAGES: 2  
FEE NUMBER: 2021-034673

PART 3  
PROPERTY USES AND RESTRICTIONS

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, unless it has been specifically approved by the Association.

PART 5  
APPLICATION OF DECLARATION TO OWNERS,  
NONOWNER OCCUPANTS AND OTHERS

5.01 Nonowner Occupants and 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.

The Association may enforce this Declaration, the By-Laws and the Association Rules and Regulations (hereinafter referred to as Governing Documents) against all such other persons.

5.02 Declaration Incorporated in Lease. The Governing Documents, shall be incorporated within and made a part of every lease, rental, or other agreement or understanding (collectively the Lease) whereby an Owner or the owner's agent allows possession, use or occupancy of any portion of their lot/unit by another.

5.03 Notice to Owner and Nonowner Occupants:

A. No Owner shall allow that Owner's Lot/unit to be occupied by persons other than the Owner and the Owner's immediate family, without first notifying the proposed Nonowner Occupant in writing, that the Lease expressly conditions the right to occupy the lot/unit upon observance of the provisions of the Resort's Governing Documents.

The Owner shall advise the Nonowner Occupant that prior to moving into or onto a lot/unit, they must register at the office, read the Renter/Guest Guidelines and sign the Renter Agreement agreeing to abide by all of the Governing Documents.

B. No Owner shall lease or allow a lot/unit to be occupied by a Nonowner Occupant, for temporary lodging vacation lodging or transient purposes or for a term of less than twenty eight (28) days.

C. No Owner shall lease a lot/unit during the months of June, July and August.

D. At least ten (10) days before commencement of the lease term the Owner shall provide the Association the following information:

- (1) the commencement date and expiration date of the lease term;
- (2) the names of each of the Nonowner Occupant and each other adult person who will reside in/on the lot/unit during the lease term;
- (3) the address and telephone number at which the Owner can be contacted by the Association during the lease term;
- (4) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the lot/unit;
- (5) a government issued identification that bears a photograph and that confirms the tenant meets the age restriction requirements.

- (4) the name, address and telephone number of a person whom the Association can contact in the event of an emergency involving the lot/unit;
- (5) a government issued identification that bears a photograph and that confirms the tenant meets the age restriction requirements.
- E. No Nonowner Occupant may sublease a lot/unit.
- F. Noncompliance with the obligations herein may result in a fine.


5.04 Action by Association. Any breach of the Declaration by Nonowner Occupants or any Guests of the Nonowner Occupant 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 the Governing Documents 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 Part 5 of the Declaration or any Governing Document relative to this section, said action will be against the owner and 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 an Owner shall be deemed an Assessment and secured by a lien against the Owner's lot/unit, as provided herein for Assessments.

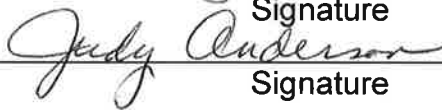
IN WITNESS WHEREOF; the undersigned, being of the Directors of the Association, hereunto set their hands and certify that by a duly held quorum vote of the Association, at least 60 percent (60%) of the Members voted affirmatively to approve this Restated Declaration, revised March 31, 2017 and the First Amendment, dated February 16, 2021.

President: Harlan Johnson

  
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Signature

Secretary Judy Anderson


  
\_\_\_\_\_

Signature

State of Arizona – County of Pinal

The foregoing instrument was acknowledged before me this

22nd day of March, 2021

By  \_\_\_\_\_, Notary Public



My Commission Expires: Aug 13, 2024