



**Amended and Restated
Rules and Regulations
For
Golden Vista RV Resort**

Revised December 1, 2009

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Amended and Restated
Rules and Regulations

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

**PART I
DEFINITIONS**

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

1.7 (continued)

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

PART 2
DECORUM

- 2.1 Quiet Hours. Quiet hours are from 10:00 PM to 7:00 AM.
- 2.2 Common Areas. Residents, guests and visitors are expected to maintain the Common Area facilities in a clean and orderly manner. No Common areas and facilities are to be altered by individuals, groups or committees which have principle use of an area/facility, unless a permit is obtained in the ARC office and signed by the Manager. This is especially critical where utilities are involved. Any damage caused by such unauthorized alterations will be at the responsible party's risk and they will bear full restitution costs.
- 2.3 Smoking. Smoking is not permitted in any Resort building located on Common Areas.
- 2.4 Attire. Proper attire is required in all the common areas which include Resort buildings, streets and sidewalks. Shirts, and shoes shall be worn in the above areas with the only exceptions being in and around the immediate pool, Jacuzzi and bath (shower) areas where sun bathing/swimming attire is acceptable. Shirts or cover-ups must be worn at all food serving functions in the common barbecue areas.
- 2.5 Vehicles on Sidewalks. Bicycles, golf carts, roller skates, roller blades, skate boards and other vehicles (excluding vehicles designed for the handicapped) are prohibited from being driven or operated on sidewalks.
- 2.6 Children. Children shall be accompanied by an adult resident, guest or visitor when in the Common Areas.

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

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

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

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

PART 3 **GENERAL INFORMATION**

- 3.1 Registration. Residents and guests, including their children, must register at the Main Desk upon first arrival. Pets must also be registered and must meet all requirements.
- 3.2 Extended Absences. Residents shall notify the Main Desk upon leaving the Resort for five (5) days or longer and as soon as possible upon return to ensure proper accurate records.
- 3.3 Messages. Emergency telephone messages will be delivered.

- 3.4 Mail. Mail is transferred from US Postal Service and placed in resident mail lock boxes by agents of the US Postal Service.
- 3.5 Posted Rules. Specific rules are to be posted in the swimming and Jacuzzi areas, other recreational areas and laundry rooms.
- 3.6 Solicitation. Excluding Resort activities, door-to-door sales or soliciting funds is prohibited. Solicitation for Resort activities requires prior approval of the Board.
- 3.7 Emergencies. There is no in-park emergency service available to residents and guests. Residents and guests are advised to dial either 911 or 9-911.
- 3.8 Change of Ownership. It is the responsibility of the new Lot Owner to provide the office with proof of ownership (a copy of the registered Deed) within thirty (30) days of ownership change.
- 3.9 Disclosure Information. The Association will provide all of the information required by Arizona State Law (ARS 33-1804) for each Lot resale and updating of the Associations records. A fee of One Hundred Fifty (\$150.00) dollars shall be collected for this service.
- 3.10 Special Age Waivers. When special circumstances occur where the owner or renter does not occupy the Lot due to health/hardship reasons, age restrictions may be temporarily waived under the following conditions:
 - A. Opening /closing the premises.
 - B. Preparation for sale or rental.
 - C. Other circumstances that the Manager deems appropriate.

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

PART 4 **RECREATIONAL VEHICLES**

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

4.1 (continued)

approved. Contact the Main Desk for permit forms and additional information.

4.2 Recreational Vehicle. A Recreational Vehicle used as a residence shall:

A. Be self-contained and equipped with a RVIA. approved sewer trap and vent.

B. Have suitable utility connections (including a screw-type sewer hose and adapter) for external hook-up.

C. Meet Federal, State, County and City requirements and RV codes (RPTIA & RVIA labels and State Certificate seals).

4.3 Skirting. Skirting is recommended for RV's which remain in the Resort on an annual basis, and shall be approved by ARC.

4.4 Prohibited Vehicles. Vehicles not permitted as a residence include:

A. Mobile homes.

B. Tents, tent trailers and vans.

C. Converted school buses or trucks.

D. Truck-mounted campers.

E. Any other vehicle which, in the opinion of the Architectural Review Committee or Board of Directors detracts from the intent, purpose or general appearance of the Resort.

F. Minimum recreational vehicle length allowed in the Resort is twenty-one (21) feet as defined by Manufactures specifications. Maximum length of a recreational vehicle must meet setback and easement requirements as defined in the Design Guidelines.

4.5 Placement. The residence vehicle must be backed onto the lot with the "curb" side doorways facing the patio. Proper placement requires a setback of five (5) feet from any portion of the residence vehicle other than the trailer tongue to the front of the lot line and a minimum setback of three (3) feet from any portion of the residence vehicle or awning to either side and four (4) feet to the rear of the Lot line unless approved by the Board of Directors.

- 4.6 Hook Ups. All hookups shall be properly made to the receptacles provided on each lot in accordance with the City of Apache Junction building codes or manufacturer's specifications.
- 4.7 Prohibited Lines and Ropes. Connecting of lines, clothes lines, wires or ropes between vehicles, water risers, electrical pedestals, trees or landscape items are prohibited.
- 4.8 Wheel Covers. Wheel covers not commercially produced must have ARC approval.

PART 5
TRANSPORTATION VEHICLES AND PARKING

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

- 5.6 Tow Without Warning. Parking on the street or in one of the 140 common area parking spaces (118 at the main complex and 11 each at the north and south laundries) without a permit between the hours of 2:00 AM and 4:00 AM MAY RESULT IN THE IMMEDIATE TOWING OF THE VEHICLE.
- 5.7 Bicycles. Bicycles in the common areas shall be parked in the bicycle parking racks when provided and available.
- 5.8 Golf Carts. In common areas, golf carts may only be parked in vehicle parking spaces.

PART 6

VEHICLES AND TRAFFIC

- 6.1 Speed Limit. Maximum speed limit is ten (10) miles per hour.
- 6.2 Right-Of-Way. The following right-of way rules apply in the Park:
- A. Drivers of motor vehicles shall yield the right of way to pedestrians and bicycle operators.
 - B. Bicycle operators shall yield the right of way to pedestrians.
 - C. Drivers and pedestrians are urged to use extreme caution at all times to prevent accidents.
 - D. Courtesy within the park is expected of all residents and guests, which includes yielding the right-of-way. Right-of-way cannot be assumed, when in doubt, yield it to another.
 - E. All vehicles and wheeled conveyances (cars, trucks, golf carts, other three (3) and four (4) wheeled carts, bicycles, roller blades/boards and other motorized or self propelled wheeled device) will use the right side of the street.
- 6.3 Repairs. Repairing vehicles on lots, streets or common areas is prohibited. A repair service or tow truck may be called to move a disabled vehicle to a place of repair, but repairs may not be made on site.
- 6.4 Vehicle Registration. All vehicles shall be registered at the Main Desk or with security and display a proper permit or pass at all times.
- 6.5 RV Storage. The Resort does not provide storage facilities for RVs or other vehicles. If a need arises to bring such a vehicle temporarily into the Resort, a permit secured from the management or security shall be properly displayed and clearly visible while the vehicle is parked.

- 6.6. Golf Carts. Golf carts must be operated by adults only. They must be equipped with properly functioning brakes, front and rear reflectors, and an audible warning device (a horn-not a siren). If operated at night, a head and tail light which can be seen to at least 500 feet, is required. Hand and arm signals are suggested to assist in avoiding accidents.
- 6.7. Bicycles. Bicycles must be equipped with all features designated by the Board for safe operation within the park and operators must observe traffic rules established by the Board. Bicycles must be equipped with properly functioning brakes, a front and rear reflector, and an audible warning device (a horn-not a siren). If operated at night, a front headlight, which can be seen to at least 500 feet and a red rear reflector, is required. Bicycles shall not carry more persons than designed to carry. Those persons operating a bicycle must observe all traffic control signs and rules of the road established in Par. 6.1 and 6.2. Hand and arm signals are suggested to assist in avoiding accidents.
- 6.8. Driving Through Spaces. All vehicle traffic through spaces is prohibited.

PART 7 **NAME BADGE**

- 7.1. Name Badges. The badges are a means of introduction and identification. They shall be worn at all times when in the Common Areas other than swimming and Jacuzzi areas, but must be readily available on request of monitors. Name badges will be provided to all owners. Each rental resident or guest, including their children (over the age of 12 years), upon payment of a deposit at the Main Desk, will receive a name badge; that same deposit shall be refunded upon return of the badges at the end of the rental period or visit

PART 8 **ARCHITECTURAL MODIFICATION PERMITS**

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

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

PART 9
SETBACKS AND EASEMENTS

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

PART 10
PETS

- 10.1 Pet Limit. Dogs, cats, and all other approved pets are permitted only in designated areas, but limited to one pet per Lot, multiple Lot ownership does not entitle multiple pet ownership.
- 10.2 Weight Limit. No pet shall exceed forty (40) pounds in weight.

- 10.3 Excluded Pets. Excluded are pets that may present a danger to residents, or which may be a nuisance to residents. Visitor's pets are not allowed.
- 10.4 Pet Control. Pets are not allowed in any area of the park, including in or on common areas, except those within the pet section. Pets must be restrained by a leash when being walked or driven in a golf cart in any area except in the owner's Lot of residence, or in the Water Retention Basin, the designated pet exercise area. Pets must be transported in an enclosed vehicle in all areas outside the pet section of the park.
- 10.5 Droppings. All droppings must be picked up and properly disposed of by the pet's owner or caretaker and no pet owner shall allow their pet to relieve itself on another person's property.
- 10.6 Lot Restriction. All pets not confined to a cage, vehicle or fenced area must be tethered on the Lot so as to be unable to reach the boundary line of the Lot. 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.
- 10.7 Owner Responsibility. The owner of a pet is responsible to ensure that the pet does not cause a disturbance or damage any property.
- 10.8 Registration. All pets must be registered at the Main Desk, and proof of required rabies inoculations as per City of Apache Junction regulations must be presented.

PART 11

SWIMMING POOL AREA RULES

- 11.1 Residents and Guests. Only residents, guests and visitors shall be allowed in the pool areas. Residents are responsible for their guests, visitors and their children at all times.
- 11.2 Name Badges. Name badges must be in possession and available for display if requested by monitors.
- 11.3 Showers. A shower is required just prior to entering the pool or the Jacuzzi. Use the outdoor shower by the Jacuzzi.
- 11.4 Lotions. The use of sunscreen lotions, creams or oil, etc., is prohibited by persons using the pool or the Jacuzzi.
- 11.5 Running. There shall be no running, jumping or diving allowed in the pool areas.
- 11.6 Glass Containers. Glass containers are strictly prohibited in the pool areas.

- 11.7 Children. Only children who are toilet trained are allowed in the pools. Diapered children are strictly forbidden in the pools. Children are allowed to use the pools or be in the pool areas but must be accompanied by an adult resident, guest or visitor at all times. Posted rules and regulations must be observed by children at all times.
- 11.8 Swimwear. Appropriate swimwear is required. No “cut-offs” are allowed.
- 11.9 Jacuzzi. Only adults are allowed in the Jacuzzi.
- 11.10 Smoking. Smoking and the use of tobacco is permitted at pool-side tables only.
- 11.11 Radios. Personal radios are allowed only when using earphones.
- 11.12 Prohibited Items. Toys, bobby pins, hair rollers and pics are prohibited in the pools and Jacuzzi. Equipment used in approved activities or for health or safety reasons are permitted.

PART 12 **MISCELLANEOUS**

- 12.1 Lot Numbers. Lot numbers are located on the roadside curb in front of each unit. Lot numbers are to be visible from the street and must not be obstructed by any object.
- 12.2 Antennas. Installation and use of all external antenna shall be subject to the regulations imposed by the ARC.
- 12.3 Business. No one may operate a business or provide any service for a fee from within the Resort without the approval of the Board of Directors.
- 12.4 Lot Maintenance. Maintenance of Lots is the responsibility of owners. Unkempt or unsightly Lots shall be attended to by Resort employees when it becomes necessary and an appropriate fee will be assessed to the owner. In the interest of desert water conservation, no cars, trucks, vans or SUV's are to be washed in the Park, RV's (motor homes, park models and trailers) used as living facilities may be washed only once per year. Patios and car ports may be hosed off only once per month. It is critical that each member/guest conserve water. Water shortages and rising costs make these steps necessary.
- 12.5 Patio and Deck Use. All interior household appliances are prohibited for permanent placement or use on patio, carport, deck or breezeway. Only patio type furniture and fixtures are allowed on patios and decks.

- 12.6 Private Property. Respect your neighbor's right to privacy by using the streets rather than crossing through a private Lot. This applies to vehicle traffic as well as pedestrians.
- 12.7 Patio Storage. Patios and the non-skirted space under the residence vehicle is not to be used for storage as this detracts from the appearance of the Resort.
- 12.8 Offensive Activity. No offensive activity shall be carried on within the Resort.
- 12.9 Signs. The following provisions apply to all signs posted or displayed within park boundaries by Lot Owner's or businesses:
- A. Name and address signs are permitted.
 - B. No private business signs are permitted in the Resort.
 - C. Lot Owners and Realtors may display For Sale or Rental signs no larger than 14" x 14" provided that they are not nailed to palm trees or affixed to yard posts exceeding 36 inches.
 - D. Approved in-Resort businesses or approved products are not permitted to display signs, advertise on vehicles, or in any other way that would indicate a phone number or address location in the Resort.
 - E. Political signs are permitted as follows:
 - 1. One sign in front of a residence with no more than eight (8) square feet in area and no higher than six feet.
 - 2. Signs may be posted no earlier than sixty (60) days in advance of the election but must be removed not later than ten (10) days following said election.
- 12.10 Exterior Speakers. No loud or shrill exterior speakers, horns, whistles, bells or sound devices (except security devices used exclusively for security purposes) shall be located, used or placed within the Resort without written approval of the Board.
- 12.11 Lighting. All intrusive lighting shall be shielded and directed away from streets and the Lot of any neighbor and shall meet ARC approval.
- 12.12 Clotheslines. No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the residence vehicle.
- 12.13 Reflective Materials. Reflective materials which may present a fire hazard, including, but not limited to, reflective screens or glass, mirrors or similar

12.13 (continued)

materials shall not be installed or placed on the outside or within the inside of any window of a residence vehicle.

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

12.15 Non Resident use of Park Facilities. Non residents are not permitted to use park facilities without express permission of the Park Manager.

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

12.17 Trees, Shrubs and Vegetation. All trees, shrubs and other vegetation on an Owner's Lot belong to the Lot Owner. The care and/or removal of all such trees, shrubs and vegetation are the responsibility of the Lot Owner. The single palm tree in front of the Lot must be trimmed annually and will be done by and at the expense of the Association, at the proper time. The front single palm tree may be removed but must be replaced at the Owner's expense, with an approved palm tree after obtaining an ARC permit. The front single palm tree may be removed at the Association's expense, if it is causing damage to Common property and must be replaced by the Association. Bougainvilleas, in existence prior to November 2, 1999, are the Lot Owner's responsibility and must be trimmed to no more than four (4) feet high and three (3) feet in width, and can not intrude on a neighbors property, nor the street.

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

PART 13
ACTIVITIES

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

13.2 Profits. Net profits from club or group activity conducted on the Resort premises are to be used to purchase appropriate equipment and supplies or to maintain or enhance the Resort.

13.3 Nuisance. No person may pursue any hobby or activity within the Resort which may in any way create a nuisance or cause a disturbance to others contrary to the limits imposed by the Covenants, Conditions and Restrictions ('CC&R's'), By Laws, or these Rules and Regulations, nor in any way be harmful, dangerous or unsafe to the health, safety or welfare

13.3 (continued)

of any person or property within the Resort as determined by the Board of Directors, nor be in violation of any Federal, State, County or City law, code or ordinance.

13.4 Exercise Room. No one may use the Exercise Room until they have signed a waiver at the Activity Office, which must be done annually. No one under eighteen (18) years of age is permitted to use the equipment.

13.5 Patio Sales. Patio sales are permitted only when scheduled on a park wide basis, by the Activity Office. Individual patio sales are not allowed at any other time.

PART 14
RESORT EMPLOYEES

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

PART 15
ENFORCEMENT

15.1 Authority. The Association and its agents shall have the right, but not the obligation to enforce any current Rules and Regulations. Any enforcement action shall be in accordance with the procedures listed in the current Declaration under the title Enforcement.

15.2 Violation/Citations/Fines/Fees/Charges/Monetary Penalties/Interest/ Late Charges. (ARS 33-1803) Enforcement of these Rules and Regulations and Design Guidelines for Golden Vista RV Resort will be accomplished by the following:

A. Notice of Violation/Citation. The Resort Manager will send a letter to the violator stating:

1. The name, lot number, date, a description of the violation citing the specific reference and approximate time of occurrence, who specifically (by first and last name) observed the violation.
2. Violators will have ten (10) business days from the date of the notice to remedy the violation and/or should they wish to contest this citation, to respond by certified mail to the above address. Failure to do so will result in the imposition of a monetary penalty, as determined at the sole discretion of the Board.

15.2 (continued)

3. This is your _____ such notice of violation. Monetary penalty is \$_____.

B. The table below illustrates this procedure:

Timing	Notification	Monetary Penalty
Day 1	Notice of Violation	None
Day 15	Monetary Penalty	\$25.00 to \$1,000 per day, week or month, or incident, at the sole discretion of the Board of Directors.
Day 30 or later	Notice of additional monetary penalties or a hearing before the board.	

Notes:

1. Continued violations of rules will result in action by the Board of Directors.
2. Flagrant violation(s) by Renters, Guests and Visitors will constitute sufficient reason for the Park Manager to request violators to leave the park. The Lot Owner will be notified, in writing, of the circumstances and action taken.
3. Grievances arising from or appeal of any enforcement action and/or monetary penalty must be addressed and dated, in writing to the Board of Directors of the Golden Vista R.V. Resort Association Inc. for review within ten (10) days business days of receipt of violation notification. Decisions of the Board of Directors are final in all cases.
4. A violation is each separate incident after notification is provided. Subsequent incidents become additional offences.

C. Non-payment of Assessments.

1. Thirty (30) days after the established due date, the Association shall impose a late fee in the amount of \$15.00 or 10% (whichever is greater).
2. Sixty (60) days after the established due date, the Association shall send a Notice of Intent to File a Lien.

15.2 (continued)

3. Ninety (90) days after the established due date, the Association shall record a Lien on the Lot.

D. Non-payment of Monetary Penalties. The Association may file a civil action to collect monetary penalties for any monetary penalties/charges that are not paid within thirty (30) days after the established due date.

E. Residents may appeal violations and ARC denials as outlined in the Rules and Regulations, Part 16, Appeals Process.

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

15.4 Park Security. Any Board authorized official has the responsibility and authority to carry out enforcement duties in accordance with the procedures approved by the Board.

PART 16
APPEALS PROCESS

Any Lot Owner, committee or organization aggrieved by a decision may appeal in writing, to the resort manager for resolution within thirty (30) days. In addition, citations or notice of document violations issued to a homeowner may be aggrieved to the resort manager. The resort manager will review the decision and render a written decision within ten (10) days.

Decisions made by the resort manager may be appealed to the Board of Directors by a written notice to the board within thirty (30) days after receipt of the decision.

16.1 Appeal to the Board.

A. A hearing before the board will be scheduled within thirty (30) days with the appellant, the resort manager and a member of the decision making body. All participants will be notified of the time and place of the meeting.

B. A quorum of the Board is required for a hearing.

1. Hearing officers of the Board must serve without prejudice. Board members stating a conflict of interest will be excused.

C. The general procedure for the hearing will consist of the following:

16.1 (continued)

1. An opening statement will be presented by each party, and presentation of evidence or testimony with cross examination of the witnesses by each party will be allowed.
 2. A closing statement will be given by each party.
 3. The Board may ask questions of witnesses, review evidence and take such action during the course of the hearing as it deems reasonable and appropriate to reach a just decision in the matter.
- D. At the hearing, the Appellant will be heard first with an opening statement and evidence followed by cross examination by the Respondent. The Respondent will give an opening statement and evidence, followed by cross examination by the Appellant. The Board may ask questions of the involved parties and review any pertinent facts. Appellant and Respondent, in that order, will give closing statements. Appellant may rebut the closing statement of Respondent. The meeting will be adjourned.
- E. The Board will make a decision within ten (10) days. All participants will be notified in writing of a decision with a copy to the Resort Manager for filing. The decision of the Board is final.

PART 17
AMENDMENTS

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