

ARIZONA CITY GOLF RESORT

An Age 55+ Community

RULES AND REGULATIONS



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The foregoing headings, titles and descriptions are for purposes of convenience and reference only, and do not limit or define the scope of coverage of any Resort Document.

RULES AND REGULATIONS

These Rules and Regulations and the signs posted in the Resort are incorporated by this reference as part of your Rental Agreement and tenancy.

1. **DEFINITIONS.** See Definition Sheet for terms applicable to these Rules, most of which are capitalized herein.
2. **TENANT INFORMATION.** Tenants must maintain with Management a current telephone number and mailing address, and immediately notify Management of any change.
3. **MANAGEMENT & MISCELLANEOUS.**
 - A. **Emergencies.** Call **911** first. Then, if needed, contact the Management. If you experience or witness any unlawful acts, please report them to local law enforcement and the Management.
 - B. **Violations of The Law.** Management may, in its sole discretion, enforce any violation of the law in the Resort.
 - C. **Quiet Hours/Curfew.** Tenants must not allow noisy or disruptive conditions at their Lot. Unless otherwise Approved by Management, quiet hours are from 10:00 p.m. until 7:30 a.m., during which time loud or disruptive sounds are not permitted. The curfew for minors shall be the same as any adopted by the local government.
 - D. **Seasonal Tenants and Extended Absences.** Periodic or seasonal Tenants must notify the Management Office upon arrival and departure. Tenants should also notify the Post Office and utility services of arrivals and departures.
 - E. **Rent.** Rent must be paid in U.S. funds by personal check, electronic funds transfer or credit card. A minimum 2% processing fee applies to credit card payments. Management may permit, in limited instances, checks drawn on Canadian financial institutions, which must state "US Funds", may be subject to additional charges by the Management and/or the financial institution, and may be rejected by Management, if problematic.
 - F. **Messages & Deliveries.** Management cannot accept messages or deliveries for Tenants.
 - G. **Guest Registration.** Overnight Guests must be registered with the Management.
 - H. **Tenant Responsibility.** Residents, Guests and Visitors are subject to the Rules and shall not use Resort Facilities without their host Tenant being present. Minors must be supervised. Tenants are responsible for educating all Residents and Invitees on the applicable laws, Rules and Resort Document provisions, and are responsible for the conduct of, and damages caused by, the foregoing individuals.
 - I. **Prohibited Individuals.** Management has the right to prevent access to, and remove from the Resort, anyone deemed objectionable, including, but not limited to, individuals: previously subjected to an eviction action or Abandonment; denied tenancy; not qualified for tenancy; who are disruptive; or who have engaged in criminal conduct or are a member of a gang or problem organization. Unless Management otherwise Approves, such persons are not permitted to enter the Resort and will be deemed trespassers. It shall be a material violation if a Tenant or anyone at a Tenant's Lot invites, authorizes or permits such persons to be in the Resort.
 - J. **Home Insurance.** Tenants are responsible for insuring their Home and contents, and maintaining liability insurance, which shall be primary insurance on any claim. Landlord recommends that Tenants maintain a minimum of \$100,000 in liability coverage per claim.
 - K. **Problem Conditions.** Promptly contact the Management about any perceived unfit, unsafe or hazardous condition, or material violation. Management will make reasonable efforts to address violations of which it is aware. Typically, enforcement will be a private matter between Management and the Tenant.

L. Requests/Complaints. In order to effectively serve the Resort as a whole (and except in the event of an emergency), issues of concern, suggestions or complaints must: 1). be in writing, 2). identify the name of the Tenant/complainant, 3). provide an address and phone number where the complainant can be contacted, and 4). be signed by the complainant. This process allows the Management to investigate and follow up where necessary. Anonymous complaints or those made by or on behalf of third parties may not be considered.

M. Tenant Disputes. Under the law, the Landlord has the ability to address only a limited scope of matters. Should a conflict or dispute arise among Tenants, the subject Tenants are responsible for resolving dispute unless the Landlord is expressly required by law to intervene.

N. Reasonable Accommodations. Landlord may grant reasonable accommodations to persons with legitimate impairments and disabilities.

O. Prescribed Caregivers. A Tenant may have one person occupy their Home on a temporary basis to provide necessary live-in health care pursuant to a physician's written treatment plan. Management may require written renewal of the physician's treatment plan every six months to confirm the continuing need for a caregiver. Submission of other documentation may also be required by Management. A caregiver is not a Tenant, has no rights of tenancy, is not subject to a Guest Fee and must vacate Tenant's Home if Tenant's medical need for a caregiver should cease. Caregivers must comply with the conduct requirements stated in the Resort Documents.

P. Laws/Contracts. Tenants and Invitees shall not engage in any act or omission that would place the Landlord in breach or violation of any law or contract.

Q. Inspections. Management may enter Lots for inspections, collections, issuing notices, communicating with individuals, and work, management and legal purposes.

R. Propane Barbeques and Fire Pits. Commercially manufactured propane barbeques, patio heaters and fire pits are permitted.

S. Outdoor Items. All outdoor personal property (including furniture, grills, fire pits, heaters, etc.) must be stored indoors when tenant will be away from the Resort for a period of 45 days or longer. Vehicles shall not be stored at a Lot for longer than 30 days.

4. **PROHIBITED CONDUCT.**

The following acts are prohibited in the Resort:

- A. Violation of any law, Rule or ordinance.
- B. Public use of a controlled substance (including medical marijuana);
- C. Outdoor furniture other than commercially manufactured outdoor furniture;
- D. Outdoor or carport storage (including tools, bicycles and sports equipment);
- E. Fireworks;
- F. Open fires and wood burning fire pits;
- G. Wood burning or pellet stoves or smokers;
- H. Wood and storage piles;
- I. Unmanned or remote controlled aircraft and drones;
- J. Business or commercial activities (including childcare), trades or other non-residential uses;
- K. Any nuisance, waste, offensive sound or odor, or any other condition which may disturb the quiet enjoyment of other Tenants.
- L. Trespassing on other Lots;

- M. Recreational equipment on Lots (trampolines, swing sets, play sets, inflatables, swimming/wading/play pools, and similar items);
- N. Language or conduct which threatens, harasses, intimidates, annoys or interferes with the management of the Resort or the peaceful enjoyment of the Resort by others, including, but not limited to loud or disturbing sounds, parties, gatherings, nuisances, public intoxication, excessive vehicles, and all other forms of disruption;
- O. Public urinating, defecating, unsanitary or offensive clothing or hygiene, or other unsanitary acts;
- P. Any act which may subject the Landlord to liability risks, increase Landlord's rate of insurance, or which may cause the risk of cancellation of any contract or policy of insurance.
- Q. Permitting, keeping, using or selling any article which may be prohibited by standard fire or liability insurance policies.
- R. Interfering with the Landlord's contractual or business relationships, or Landlord's ability to effectively manage the Resort;
- S. Reporting or filing a frivolous or unjustified complaint;
- T. Damage or destruction of property;
- U. Unreasonable quantities of police or law enforcement responses to a Home, Lot, Tenant, Resident or Invitee (subject to certain exceptions under the law);
- V. Actions which may be dangerous or may create a health or safety risk;
- W. Climbing on or over any fence, building or Improvement;
- X. The discharge, public display, use or threatened use of a firearm or other weapon (see weapons policy below);

5. **ADDITIONAL PROHIBITED/ RESTRICTED CONDUCT.**

The following are prohibited unless: 1). Lawful, 2). Not expressly prohibited by the Resort Documents; and 3). pre-Approved in writing by the Management:

- A. Use of the Landlord's or Resort's business or tradename for any advertising purpose or financial gain;
- B. Solicitations of any nature, surveying, petitions, sales of products and advertising (including Tenants soliciting other Tenants without prior invitation).
- C. The leasing, subleasing, sale or exchange of Homes (except as provided in the Resort Documents);
- D. Entering any Resort Facilities outside of designated hours;
- E. Yard or carport sales, except for Resort-wide sales Approved by Management (and solely for disposal of Tenant's personal property and not for resale or commercial purposes);
- F. Activities that attract an excessive quantity of Invitees (as determined by Management);
- G. Excessively noisy machinery or equipment;
- H. Street activities, including skate boarding, roller blading, scooters, etc.; and
- I. Exterior speakers, horns, whistles, bells, or other sound devices.

6. **HOLIDAY DECORATIONS.** A reasonable quantity of tasteful holiday decorations, in Management's sole discretion, are permitted on each Lot, Home or in windows, with a maximum display period of 35 days per 12 month

period. The same decorations can only be displayed once per 12 month period and must be removed within 30 days after the corresponding holiday.

7. **WEAPONS/FIREARMS.** Weapons shall be kept inside Homes or locked vehicles and must be secured and not visible from outside of a Home or vehicle. Except in the event of a self-defense emergency, weapons of any type are not permitted outside of a Home or anywhere else in the Resort (even by persons holding a concealed carry permit) except by law enforcement personnel in the course of undertaking official duties. An unloaded firearm or weapon may be transported directly to or from a vehicle or Home provided it is secured in a closed case, box or holster and is not visible to others. A violation may be treated as a material and irreparable breach.

8. **SEWER SYSTEM-PROHIBITIONS.** **The following items are prohibited from the sewer system:** chemicals, grease, rags, ashes, clothes, diapers, sanitary items, and other items which can clog, damage or interfere with the operation of the system. The cost of removing clogs or repairing damages caused by improper usage shall be the responsibility of the Tenant of the Lot. Violations are a material violation.

9. **SECURITY ALARMS.** All security alarm devices in Homes must be monitored 24/7, Approved in advance by Management and comply with the Rules and all applicable ordinances. Exterior sirens are prohibited. Management, in its sole discretion, shall have the right to determine whether a security alarm is a nuisance. To prevent disturbances from false alarms, Management reserves the right to assess fines, at the rate of \$50.00 per violation for alarms which sound in excess of 12 minutes (or any shorter limitation period as may be established by the applicable governmental authority) and each false alarm triggered for more than one minute in excess of two (2) per calendar year or which exceeds the permitted decibel level. Each such false alarm shall also be treated as a material violation. If Tenant is away from their Lot, Management shall have the right, at Tenant's risk and expense, to disable any alarm or siren which is malfunctioning violates this policy.

10. **VEHICLES/PARKING.**

A. **Speed Limit/Safety.** **THE SPEED LIMIT IN THE RESORT IS 15 MPH.** All traffic signs must be obeyed. All motorized and electric vehicles must be licensed, insured and operated in a safe and courteous manner only by licensed drivers. Pedestrians, golf carts and bicycles have the right-of-way. Recreational driving is prohibited.

B. **Speed Enforcement.** Speeding places lives and property at risk and is a serious issue. Violators may be fined up to \$100 for an initial violation, and up to \$250 per subsequent violation, have their driving privileges in the Resort suspended and their tenancy terminated for excessive speed or repeated speed violations.

C. **Registration.** Management may require all vehicles parked in the Resort to be registered at the Management Office.

D. **Enforcement/ Fines/ Towing.** Management may assess a fine of not less than \$25 for each non-speeding violation and may restrict or exclude any vehicle or driver for non-compliance with the Rules. A vehicle improperly parked by a Tenant, Resident, Visitor, Guest or Invitee may be towed without notice at Tenant's expense, and a fine imposed on Tenant.

E. **Quantity of Vehicles.** Unless Management has otherwise Approved, a maximum of two (2) vehicles (plus one golf cart) are allowed per Lot, on a paved parking surface, if space permits. Golf carts shall not be parked in the street.

F. **Golf Carts.** Golf carts must:

- (1) be operated only by licensed drivers and must obey all traffic signs (including stop signs), all vehicle rules and shall not drive over or park on landscaped areas.
- (2) have operational front and rear lights and reflectors if operated after dusk.
- (3) Comply with any rules and standards imposed by the Arizona City Golf Course (size, noise, etc.) if operated on the golf course.

G. **Parking Oversize Vehicles.** Parking of oversize vehicles (i.e., non-standard cars, vans and light trucks) must be Approved by Management.

H. No Driving Areas. No driving in vacant Lots and areas not designated for driving.

I. Designated Parking Areas. Parking is only permitted only in designated areas.

J. No Parking Areas. There is no parking: in fire lanes; in the proximity of fire hydrants; adjacent to red painted curbs; on landscaped areas or vacant Lots; and in areas not designed for parking. Parking must not obstruct access for emergency vehicles, garbage trucks, Home movers, other service vehicles or utility access. Vehicles parked in a driveway shall not extend into the street or beyond the permitted boundaries of the driveway surface. Violators may be fined up to \$250 per occurrence and their vehicle towed, without advanced notice, at Tenant's expense.

K. Parking Only at Own Lot. Tenants shall park only in the designated parking area on their Lot, and shall not park at the Lot of another Tenant unless Approved by Management and the Tenant of the subject Lot.

L. Visitor Parking. Invitees shall only park in designated visitor parking areas or in their host Tenant's driveway, if space permits. Alternative parking arrangements must be made with the Management.

M. Leaking Vehicles. Vehicles with minor drips must have a non-porous drip pan placed underneath, which must be regularly cleaned. Drips and pavement stains must be promptly cleaned. Vehicles with excessive leaks or drips, as determined by Management, are prohibited.

N. Prohibited Vehicles. Management reserves the right to prohibit any vehicle it deems excessively noisy, problematic or a nuisance. The following types of vehicles are expressly prohibited, unless otherwise Approved by the Management: vehicles without a current registration, inoperable, missing any body panels, unsightly or noisy; commercial vehicles (work vans or trucks, marked taxis, service vans, tow trucks, flat beds, ice cream trucks, buses, etc.); semi or trailer-pulling trucks; trailers, boats, jet skis, watercraft, campers, dune buggies, sand rails, all-terrain vehicles, snowmobiles, oversized vans or pickups, all terrain cycles, dirt bikes, motorized or electric go-carts or motor scooters, and all similar types of vehicles and watercraft; and vehicles having a gross vehicle weight rating exceeding 6500 pounds.

O. Repairs/Maintenance/Washing. Washing, repairing or performing maintenance to a vehicle, trailer or watercraft (including, but not limited to oil, fluid and tire changes) are prohibited.

P. No Occupancy. Cooking or sleeping in vehicles is prohibited.

Q. Covers On Vehicles. Covers on vehicles are discouraged. If a cover is used, it must be specifically made for vehicles, Approved by Management, kept in good condition without tears, must be made of a non-reflective material, and must be tan, gray, green, brown, or other subdued color. Any tire covers must be commercially manufactured (not wood, cardboard or homemade).

R. Motorcycles/Motor Scooters. The term "Motorcycle" shall refer to any and all types of motorized or electric cycles or scooters, mini-bikers, mopeds and other vehicles having two or more wheels which are not otherwise classified as a car or truck. Management must Approve all Motorcycles. Motorcycles shall not be driven recreationally in the Resort and must use the most direct route between the entrance and Tenant's Lot. This provision does not apply to slow speed electric mobility scooters for individuals with disabilities.

11. HEATING / AIR CONDITIONING.

A. No Evaporative Coolers. Evaporative coolers are not permitted.

B. Air Conditioners/Heaters. Unless otherwise Approved by Management, air conditioning and heating equipment must be installed behind or at the rear of a Home and not on a roof.

12. LANDSCAPING.

A. Pre-Approval of All Changes. Tenants shall not alter the original plantings and landscaping unless pre-Approved by Management. See "Improvements" Section, above.

B. Care and Maintenance. The Resort maintains all trees and landscape on the Lots, including watering. Tenants shall not trim, damage, kill or remove any landscaping without Management's written Approval. Violations shall be deemed destruction of property and may be cause for immediate termination of tenancy.

C. Desert Landscaping. Only desert landscaping is allowed. Grass is not permitted.

D. No Gardens. Gardens are not permitted.

E. Potted Annual/Seasonal Flowers. Seasonal Tenants or those who will be away for more than 30 days must remove annual and seasonal potted flowers before departing.

F. Grading/Drainage. Tenants must immediately report any adverse drainage conditions to the Management. Tenants are responsible for maintaining proper rainwater drainage at their Lot. Tenants must have any desired grading or drainage changes designed and approved by an engineer. Modifications to any Lot grading or drainage must also be pre-Approved by the Management. Any Approval by Management is not a representation or warranty by the Resort that the modification is lawful, suitable for its intended purposes or will function as intended. Tenant remains responsible for the results of all modifications in grading or drainage.

13. HOME AND LOT MAINTENANCE AND RESTRICTIONS.

A. Landscape Maintenance. The Resort will periodically trim the Approved plants and trees on each Lot, provide necessary watering, and rake the groundcover.

B. Wastewater Effluent Notice. Wastewater treatment effluent or discharge is the final product from a septic or wastewater treatment facility. The golf course currently irrigates its turf, plants and trees using approved effluent. The Resort may also use effluent, if approved by the Arizona Department of Environmental Quality, for the watering of plants and trees within the Resort, including individual Lots. Effluent is not treated to the same level as potable water and **should not be consumed by humans or pets**.

C. Tenant Maintenance Responsibilities. Tenants shall not allow any portion of their Home, Lot or Improvements to fall into disrepair or to violate the law or the Resort Documents. Tenants shall maintain their Home, Lot, vehicles, permitted decorations, and Improvements in a clean, painted, finished, orderly, safe, odor free, weed free, bug and pest free, nuisance free, rubbish and debris free, aesthetically appealing and sanitary condition as required by Management. Failure to perform proper maintenance is a material violation. In addition to any other remedy, if Tenant fails to timely cure a breach affecting health or safety (or fails to immediately cure a condition that constitutes an emergency), Management may, at its sole option (and without any obligation to do so) perform the necessary repairs, Improvements, maintenance or abatement and bill Tenant for all such charges at a rate of not less than \$25 per hour per worker, **including reasonable administrative overhead of not less than \$100 per occurrence**, plus all related costs, all which shall be charged as Additional Rent.

D. Pest Control. Tenants must undertake all necessary actions to abate and control termites, insects, rodents, squirrels, bees, stray animals and any other pests at their Lot.

E. Fire Safety. Unless a larger quantity is required by law, each Home must have at least one functional fire extinguisher and smoke detector.

F. Water Conservation. Tenants shall use their best efforts to conserve water, including not allowing water to flow into the street and promptly repairing leaking water fixtures.

G. Windows, Screens and Coverings. Broken or damaged windows and screens must be repaired immediately. Only commercially manufactured window coverings shall be installed in a Home. Sheets, blankets, towels, cardboard, flags, plastic, wood, and the like, as well as aluminum, tin foil or other reflective materials are not permitted. Professionally installed non-reflective window tinting may be permitted, if Approved by Management.

H. No Changes to Home Classifications. No modification of a Home shall be performed that would change its classification from a park model home under A.R.S. § 33-2102. For example, a park model cannot be modified to be a deemed a manufactured home.

I. Additions. Even if a covered or screened patio is approved by Management, it is not deemed a habitable structure, and no permanent living area or room shall be added to a Home or installed on a Lot.

J. No Fences. Fences on individual Lots are not permitted.

K. Storage Shed. If Approved by Management, a single, professionally constructed and lockable shed for storage purposes only, may be permitted on each Lot. Sheds may be up to 10' x 12' (120 square feet) for standard lots and up to 18' x 10' (180 square feet) for large lots. Sheds are limited to 8 feet in height. Sheds must be of commercial quality and design, and be installed on and secured to a concrete slab not less than 4 inches thick. The shed siding, color and roofing must match the Home and be kept in good repair. The Shed must not restrict vehicle parking.

14. **IMPROVEMENTS**

A. Improvements. The term "**Improvement**" is defined in the Definitions and also includes, but is not limited to any and all Homes, roofs, sheds, awnings, carports, buildings, additions, structures, driveways, paving, parking areas, walls, rocks, masonry, trees and plantings, landscaping, grading or elevation change, drainage facilities, excavation, remodeling, alteration, recreational equipment, signs, awnings, screens, exterior lighting and all other structures and improvements of every type and kind, including any exterior color or other changes to a Home or Lot, whether or not visible from a street or another home.

B. Pre-Approval Required. **ALL IMPROVEMENTS AND MODIFICATION TO A HOME OR LOT MUST BE PRE-APPROVED BY MANAGEMENT, EVEN IF A GOVERNMENTAL PERMIT HAS BEEN ISSUED.** The issuance of a permit by any governmental entity does not supersede Tenant's obligation to obtain Approval from the Management. The concept and design (the "**Plan**") of all proposed or modified Improvements must be Approved by Management, including, but not limited to any exterior lighting, tree/landscaping, shed, roof, sign, awning, structure, addition, driveway, grade or elevation, any color change to any Home or Improvement, and any dish, antenna or Solar Energy Device. Management may require, at any time, the removal of any Improvement, and restoration of a Lot or Home, if an Improvement was not pre-Approved, does not conform to the Plan or is not properly maintained. Depending on the Improvement, Management may require that the Plan contain: details on the type and size; materials; proposed location, including a roof plan and elevation (for roof Improvements); mounting details, equipment and hardware; maintenance requirements; proposed start date; anticipated time to complete; and the identity of any contractor involved. Management may adopt a standardized color scheme for Homes and Improvements, and all materials will be required to conform to the standardized color scheme. The foregoing provision does not apply to certain mini-broadcast dishes and video antennas, addressed separately in these Rules. All work, including the set-up of a Home, must be performed by licensed contractors unless otherwise Approved by the Management or if the work is legally exempt from a license.

C. Conditional Approval. Management's Approval is not a representation or warranty that the Improvement is proper, adequate, safe or lawful, and Tenant assumes all risks and obligations associated with their Improvements, including modifications to the Lot grading or drainage. Management's Approval is conditional and may be revoked if the work does not conform to the Plan or Approval, is not completed within the Approved time frame, if there is a change in policy, if the Improvement no longer functions or has not been properly maintained in the future, or after a reasonable period of time or for reasonable cause. In such an event, the Improvement shall be removed and the affected area restored to its original condition.

D. Exterior Lighting. Up to three exterior light fixtures are permitted at a Lot and must not be a nuisance as determined by Management. Lighting must be fully enclosed within a fixture. All new or replacement exterior lighting must comply with current laws, including lighting ordinances commonly referred to as "dark sky" laws (if adopted) designed to minimize light pollution.

E. Debris. All debris must be cleaned up daily and removed from the Resort. Tenant may have a temporary dumpster if Approved by Management. **Use of Resort dumpsters is prohibited.**

F. Permits/Licenses/Legal Compliance. Tenant is responsible for all aspects of their Improvements. Installation of any Improvement must be performed in a manner that will ensure a safe installation, have all necessary governmental permits and comply with all applicable laws as to construction, installation, maintenance and materials. Each contractor must maintain a policy of commercial general liability insurance insuring the Resort against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of the contractor's work in the Resort. The amount of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence. Prior to the commencement of any Improvement, Tenant must provide Management with documentation confirming that the contractor is properly licensed and insured.

G. Payment/Indemnification. By causing installation or a modification of any Improvement, Tenant agrees to pay when due all claims for labor, materials and equipment furnished, and shall indemnify, defend, and save the Resort and its respective successors and assigns harmless of and from any and all claims, demands, losses, expenses, attorneys' fees, causes of actions, judgments, liens, and liability that arise from such work.

H. Solar Energy Devices. Plans ("Plans") for any proposed Solar Energy Device as defined in A.R.S. § 44-1761 ("**SED**") must be submitted to and approved by Management prior to commencing installation. Management will review the Plans on an expedited basis. The SED and installation must have all applicable building permits, be within the setbacks and comply with all applicable laws and manufacturer's recommendations regarding construction, installation and maintenance, and concealed from view beyond the Lot to the extent reasonably possible. Only commercially-manufactured SED's are permitted due to safety and aesthetics concerns.

(1) A SED must be installed in a location which most effectively conceals, camouflages or minimizes its visibility from the street, neighboring Homes and beyond the Lot.

(2) Solar panels must be ground-mounted in the rear yard with no portion exceeding six feet in height from the original grade.

(3) Except for the functional elements of a SED (ex. solar panel face), a SED and exterior components (cables, wires, pipes, conduits, brackets, frames, supports, etc.) must be:

(a) Non-reflective and painted to match the Home, roof, surface or adjacent elements on which the SED is mounted;

(b) Screened to limit visibility from the street and other areas beyond Tenant's Lot; and/or

(c) Enclosed in a chase located in an interior area of the Lot painted to match the external surface to which it abuts.

(4) If roof, ground or wall mounting is the only viable option that will not effectively prohibit the installation or use of the SED, and Management concurs with that determination, the SED may be installed in the foregoing manner provided it complies with the foregoing camouflage criteria. If roof-mounting is the only viable option for solar panels, the panels must: be positioned as low as possible on the roof; installed flush-mounted and centered on the back-side of the roof; be an integrated part of the roof design and mounted directly to the roof deck; not break the roof ridgeline; or if mounted on or over the existing roof tile, must be flush with the slope of the roof. The SED, panels, wiring, piping and any exposed part of a SED or installation shall not be higher than the roof peak, and connecting equipment or cables cannot run over any visible parapets, but must run through them.

(5) If any limitation herein is foreseen to effectively prohibit the installation or use of a SED, the submitted Plans must clearly describe the anticipated problem. Management will work with Tenant to endeavor to develop a workable Plan, including whether there are feasible alternatives comparable in cost and performance.

15. GARBAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS.

A. Proper Disposal. Trash, waste and recycling must be disposed of in a clean and safe manner. Only standard household trash shall be placed in the trash containers. **Trash must be placed in sealed plastic bags** and deposited in the refuse containers. Boxes and cartons must be flattened. For health and safety reasons, users must close the lids on the refuse containers. **No refuse is to be placed outside of refuse containers.** Tenants must arrange for the removal of chemicals and large items, such as boxes, mattresses, furniture, appliances, etc. Sorting through or removing items from refuse containers is prohibited.

B. Bulk Items Prohibited. Appliances, furniture, mattresses, landscape debris and other large items shall not be placed in or adjacent to trash containers or anywhere else in the Resort. Violations may result in fines, administrative charges of not less than \$100, removal costs, and possible termination of tenancy.

C. Recycling Containers. If recycling containers are provided by the Resort, only materials designated for recycling shall be placed in the recycling containers.

D. Trash Containers. Tenants may have personal trash containers at their Lots, provided they are stored in a shed.

E. No Hazardous Items. Flammable, combustible, noxious or other hazardous materials of any nature, other than a small quantity of generally recognized household products, shall not be disposed of, stored in or transported through the Resort. Oils, fluids, chemicals or any other toxic, flammable, combustible, noxious or environmentally hazardous items shall not be deposited in trash containers or anywhere else in the Resort, and must be disposed of in a proper manner in accordance with applicable environmental laws. Individuals violating this policy may be prosecuted. **NOTE - Many automobiles parts stores and services centers will accept oils and fluids for disposal.**

16. SIGNS AND FLAGS.

A. Prohibitions. No sign, banner, advertisement, etc., shall be placed on any Home, Lot or in the Resort, except such signs and content as may be required by law or legal proceedings (and upon prior notice to Management), and as noted below. Management may require removal of non-complying items at Tenant's expense and/or issue a violation notice and/or assess fines for violations.

B. For Sale/For Rent Sign. Each Home shall be permitted to place one "For Sale" or "Open House" sign in the front window or on the Home containing only the following information: the name, address and telephone number of the Homeowner or agent. The sign must be of professional quality, maintained in good condition and not exceed 12 by 18 inches in size. Tenants may also advertise the sale or exchange of their Home by posting a sign (of good quality, as determined by Management), not larger than 3 x 5 inches on the Resort's central posting board. Landlord is exempt from the foregoing requirements.

C. Flags. Each Home shall be permitted to place up to two flags of the following types outdoors or in a window: an American flag or flag of another nation; the flag of the State of Arizona; a college, university or professional sports team flag; or an official or replica of a flag of the United States army, navy, air force, marine corps., coast guard, or POW/MIA flag. The flags must be the current version of the official flag adopted and used by the underlying governmental or private body, kept in good condition, and displayed consistent with the Federal Flag Code. An interior window flag shall not exceed 12 x 24 inches in size. An exterior flag shall not exceed 36 x 72 inches in size. If Management allows a pole, the pole cannot exceed the height of the Home. Flags and poles must be Approved as an Improvement.

D. Security Signs. With Management's written Approval, a Lot may have a single neighborhood watch or similar sign, and one security-related sign not exceeding 8½ inches by 11 inches in size. All such signs must be of professional quality, maintained in good condition and must not create blight or a nuisance.

E. Name Sign. Each Lot may have a professional quality sign, not to exceed 6 inches by 24 inches in size, indicating the Tenant's name and/or address.

17. UTILITIES/CABLES/LOT.

A. Utilities/Cabling. A Home shall not be occupied without all essential utilities properly and lawfully operating. Alternative sources of power and utilities for Homes are prohibited (generators, propane tanks, extensions cords, etc.). Management may require lines and cables to be installed in conduits that are safe, concealed and aesthetically pleasing.

B. No Digging Without Pre-Approval. There are underground utility lines in the Resort. Digging and excavations shall not be performed without first obtaining Management Approval and contacting the Arizona Bluestake Center aka Arizona 811 (call 811, 602-262-1100 or 1-800-782-5348) at least ten (10) business days prior to starting any excavation. Excavations which are performed without first determining the location of underground gas or utility lines may result in fire, explosion, injury or death.

C. No Extension Cords. Electrical extension cords and other temporary utility lines shall not be run to vehicles, RV's or other Homes. An extension cord may temporarily be run to a shed, but not overnight.

D. Utility Valves, Pedestals and Systems. Tenants must ensure that utility valves, pedestals, sewer and utility systems are accessible at all times. Tenants are responsible for removing and restoring any Improvements that are removed or modified for purposes of accessing or repairing sewer and other utility systems. Tenants shall not open, tamper with, or modify utility pedestals, equipment or systems.

18. **STRAY AND WILD ANIMALS**

A. Stray and Wild Animals. Landlord is not responsible for stray or wild animals. Feeding of stray or wild animals is prohibited. Food shall not be left outdoors. Unattended pets or those without an identification tag may be considered a stray and animal control authorities may be contacted.

19. **ANIMAL POLICIES.**

A. Pets And Assistive Animals.

(1) Quantity. A maximum of two (2) Pets are permitted per Home. Animal breeding is not permitted.

(2) Registration. Tenants must register every Pet and Assistive Animal (collectively, "animal") with the Management. If requested by Management, Tenants must provide a photo of each animal, as well its type, size, breed and age. Landlord may, in its sole discretion, reject certain animals as stated below. Landlord may require Tenants to have their dog DNA tested, at Tenant's expense, by a service designated by Management.

(3) Licenses/Inoculations. Dogs must maintain current rabies and other inoculations, be licensed with the applicable governmental authority and wear an identification tag.

(4) Control/Clean-Up/Behavior. Animals must be under the control of their handler and be sufficiently trained to eliminate unreasonable risks to persons and other animals. Animals cannot be vicious, threatening, venomous, dangerous, a Vicious Animal, loud, a nuisance, an annoyance, a Potentially Dangerous Animal, or create a nuisance that unreasonably interferes with the peaceful use or enjoyment of the Resort by others. Animals must be on a hand leash not longer than 6 feet in length (unless otherwise required for an Assistive Animal or unless a shorter length is mandated by law) when outside of a Home and shall not be tied up, chained or left unattended outdoors. Animal waste must be promptly disposed of in a sanitary and proper manner. The handler of an animal being walked in the Resort must possess a plastic bag or other device for picking up animal waste, and must promptly clean-up and dispose of the animal waste. Management may issue a Violation Notice and impose a \$50 fine (in addition to the cost of any DNA testing) for each incident where animal waste is not timely cleaned up, as well as the possible revocation of Approval to have an animal in the Resort.

(5) Victims/Damages/Claims. Animals must comply with all state, local and federal laws. A person victimized by an animal should immediately report the incident to Management and animal control authorities. Tenants and their handlers are responsible for their animals, including damages, injuries and other claims, and shall indemnify and defend the Landlord and its agents and employees against any claims arising therefrom.

(6) Spaying/Neutering. Male dogs and cats must be neutered and females must be spayed except for exceptional circumstances Approved by Management or if it would unreasonably interfere with the ability of an Assistive Animal to render assistance.

(7) No Trespassing. Dogs and cats shall not trespass on other Lots.

(8) Indoor Cats Only. Cats must be kept indoors.

(9) No Pet Areas. Pets shall not enter Resort Facilities (except for any specifically designated pet area) or be walked through designated "no pet" areas. Assistive Animals shall not be recreationally walked through designated "no pet" area unless rendering assistance.

(10) Animal Housing. Outdoor dog houses, pet kennels and fencing are not permitted.

(11) Wild Animals. Tenants must safeguard their own animals against stray or wild animals that may enter the Resort.

(12) No Burials. Deceased animals shall not be buried within the Resort.

(13) Visiting Pets. Guests and Visitors shall not bring Pets into the Resort unless approved by Management.

- B. Prohibited Animals. The following animals are not permitted in the Resort:
- (1) Protection or guard animals, or those displaying threatening behavior.
 - (2) A Vicious Animal or Potentially Dangerous Animal (see Definitions).
 - (3) Animals which create an unreasonable noise, nuisance, annoyance, noise or unreasonably interfere with the Management or the peaceful use or enjoyment of the Resort by others.
 - (4) Venomous animals and reptiles which will exceed one pound when fully grown.
 - (5) Any animal which would or does, at any time, unreasonably increase the Resort's rate of insurance or ability to procure insurance.
 - (6) Animals which do not comply with applicable laws.

C. Assistive Animals. Legitimate Assistive Animals are not considered Pets. Landlord will consider requests for special accommodations.

- (1) Documentation. For a non-obvious disability, Management may request a written statement from a qualified healthcare provider indicating that the individual has an impairment and that the designated Assistive Animal can provide assistance in relation to the impairment (in other words, the assistance provided by the specific animal relates to the impairment). If an impairment appears to have ceased or if the Assistive Animal no longer appears to be rendering the related assistance, Management may request, as applicable: (i). a renewed written statement from a qualified healthcare provider confirming that the impairment continues to exist; (ii). confirmation that related assistance can be provided by the Assistive Animal; and/or (iii). confirmation of the animal's ability to render the designated assistance. If none of the foregoing are timely provided or if the animal no longer serves in an assistive capacity, the animal may be reclassified as a Pet.

20. DOG PARK.

A. Use of the Resort's dog park ("**Dog Park**") is limited to registered dogs. Please act responsibly and have consideration for others.

B. Participants must execute a Dog Park Use And Release Agreement at the Management office in order to use the Dog Park. Non-compliance with the Dog Park Rules is a material breach of the Rules and may also result in a fine and/or suspension of Dog Park privileges.

C. Dogs under six (6) months of age are not permitted in the Dog Park.

D. All dogs must wear an identification tag and licensing tags.

E. Dogs must be accompanied and closely monitored at all times by a person sixteen (16) years or older and not left unattended. Children under the age of sixteen (16) years are not permitted in the Dog Park unless accompanied by an adult.

F. Dogs must play quietly and calmly. Fighting dogs or those displaying aggressive behavior must be immediately removed from the Dog Park.

G. Tenants/handlers are responsible for all damages and injuries resulting from their dog, and accept full responsibility for themselves and their dogs as well as people they may bring into the Dog Park.

H. Dogs must remain on a leash when traveling to and from the Dog Park. For safety reasons, leashes are not permitted in the Dog Park.

I. **Dog waste must be immediately cleaned up.**

J. No more than two (2) dogs per person are permitted at one time in the Dog Park.

K. Gates to the Dog Park must be kept closed and latched at all times.

L. A dog showing aggression toward people or other animals must immediately be removed from the Dog Park. If you feel that you or your dogs are in danger, leave the Dog Park and report the situation to the Management.

- M. Dog Park hours are posted.
- N. Prohibitions. The following items and conduct are prohibited in the Dog Park:
- (1) Dogs under six (6) months of age.
 - (2) Animals other than dogs.
 - (3) Leashes.
 - (4) Prong (pinch), choke, or spiked collars.
 - (5) Sick or injured dogs.
 - (6) Female dogs in heat.
 - (7) Male dogs over 1 year old that have not been neutered.
 - (8) Digging. All holes must be filled immediately.
 - (9) Unattended dogs
 - (10) Feeding of dogs (except for water).
 - (11) Visiting dogs.
 - (12) Aggressive dogs or fighting.
 - (13) Smoking.
 - (14) Alcoholic beverages.
 - (15) Food.
 - (16) Glass containers.

21. **RESORT FACILITIES/BUILDINGS/COMMON AREA POLICIES.**

The following policies apply to all Resort Facilities:

- A. Usage. Resort Facilities are for use by Tenants, Residents and **registered** Guests and Visitors, and provided they do not interfere with the use of facilities by others. Management reserves the right to limit the quantity of people using the facilities. Landlord is not responsible for lost or stolen items.
- B. Time Limit. Unless otherwise stated or posted, there is a 30 minute time limit on activities (pickle ball, billiards, etc.) if others are waiting.
- C. No Smoking. Smoking is allowed only in designated smoking areas (if any) and is **prohibited in all Resort Facilities** and the outdoor areas immediately adjacent thereto.
- D. Appropriate Conduct. Language or conduct that is loud, obnoxious, harassing, disruptive, or which may be prejudicial to the health, safety or enjoyment of others is prohibited.
- E. Appropriate Attire. Appropriate attire is required (as determined by Management), including, but not limited to shoes and shirts. Swimsuits and wet footwear and clothing are not permitted inside the clubhouse.
- F. No Bare Feet. Appropriate footwear must be worn at all times.
- G. Food/Drinks. Food and beverages are not permitted except in designated areas.
- H. Alcoholic Beverages/Intoxicants. Alcoholic beverages are permitted at Resort Facilities if used in a safe and responsible manner, within the sole discretion of the Management.
- I. Changes to Common Areas and Facilities. Management reserves the right to, at any time, add, delete, modify, alter, close, relocate, substitute, redecorate, repair, restrict (in whole or in part), or regulate any of the Resort Facilities. The appearance of any common area or Resort Facility in any photo, brochure, statement or other advertisement shall not constitute a promise, agreement, warranty or assurance that such items will continue to be offered for any particular time or in any particular manner. Resort Facilities may periodically be closed for maintenance, repairs, remodeling, seasonally, or during low periods of use, and air conditioning or heating to such facilities may be curtailed or stopped during such periods.
- J. Recreational Activities. Skating, roller blading, skate boards, bicycles and similar recreational activities are not permitted in or around the clubhouse.

K. Clean Up/ Abuse. All facilities used must be returned to a clean, sanitary and organized condition, and all waste disposed of. Abusing the facilities, creating or allowing unsafe or unsanitary conditions, or sitting on tables or other items not Approved for seating is prohibited.

L. Entry Gate. Immediately report any entry gate problem to Management. Tenant is responsible for all damages caused by themselves, their Residents and Invitees resulting from pushing open or otherwise damaging the entry gate. A \$100 administrative fee shall also apply to any such incident.

M. Lost or Unreturned Keys and Devices. Keys, transmitters, fobs, gate openers and/or access cards (collectively, "**access devices**") may be used now or in the future. Should an access device be abused, lost, possessed by unauthorized persons, or not returned upon request by Management, Tenant shall be responsible for the cost of locksmithing, re-keying or re-coding the access devices or systems, providing replacement keys, codes or access devices (including those in the possession of others) and reimbursing Landlord for administrative charges incurred in administering the re-keying, re-coding and reissuance at the rate of \$25 per hour, which shall be charged as Additional Rent.

N. Events/Gatherings. **Management controls the use and scheduling of all Resort Facilities, which can only be used with Management's Approval.** Meetings and gatherings for non-profit or non-commercial purposes may be permitted with Management's Approval. Resort Facilities shall not be used for financial gain. One or more Tenants must agree to serve as responsible parties for each event and be responsible for the conduct of the participants. The host Tenant must be present at all times and is responsible for any clean up and damages. Liability insurance, a deposit and/or cleaning fee may be required by Management depending on the type of event.

O. Violations. All Rules, signs and safety regulations must be observed. Violations may result in the suspension or revocation of privileges and/or issuance of a Violation Notice.

22. **CLUBHOUSE/RECREATION BUILDING**. The Resort Facilities are for use by Tenants, Residents and their **registered** Guests and Visitors.

23. **BILLIARD ROOM**.

A. Guest/Visitor Registration. The billiard facilities are for use by Tenants, Residents and their **registered** Guests and Visitors, who must be accompanied by their host Tenant. Proper attire is required, including shorts and shoes.

B. Prohibited Acts/Items. Food or beverages, sitting on tables and swimwear or wet clothing are prohibited.

C. Clean Up/Damages. Tables and adjacent areas must be left in clean condition, with all equipment returned to its proper location. Balls must be racked and the table brushed after using. Tenant is responsible for any damages.

D. Limits. Limit of three (3) games or 30 minutes of play, whichever is less, if others are waiting.

24. **PICKLE BALL COURTS**. See posted rules.

25. **LAUNDRY ROOM**.

A. Laundry. The laundry facility is for Tenants, Residents, and their registered Guests only. All laundry signs must be followed. Landlord is not responsible for lost or damaged articles. The machines **must be cleaned** inside and outside after each use, including emptying the lint screen and cleaning any soap residue.

B. No Clothesline. Outdoor clothes drying and clothes lines are prohibited.

26. **THE RE-SALE OR TRANSFER OF A HOME STAYING IN THE RESORT**.

A. Sales/Transfers of Homes In-Place. To maintain the quality of living and Home values for fellow Tenants, if a Homeowner desires to sell or transfer ownership of their Home in-place, contemplating that the Home will remain in the Resort, the Homeowner must notify the Management of their intent to sell their Home in-place. Any prospective buyer/transferee must apply for tenancy and be Approved by the Management. The Home must also be in full compliance with the terms of the Resort Documents.

B. Landlord's Purchase Option. Tenants must comply with the Purchase Option contained in the Rental Agreement, which grants the Resort the option to purchase a resale Home. Buyers/transferees of Homes must be pre-Approved by the Management.

C. Removal or Required Improvements Upon Sale or Transfer of Ownership. Prior to the sale, transfer or change of ownership of any Home, and if the prospective owner desires for the Home to remain in the Resort, **Management may require that certain repairs or improvements be performed** to the Home or Lot, including, but not limited to the Improvements necessary to: (a) make the Home, Lot, Improvements and color scheme compatible with the other Homes and Lots in the Resort; (b) bring the Home and Lot up to fire, safety or other governmental standards in existence at the time; (c) bring the Home and Lot up to the Resort's standards in existence at that time in order to preserve and/or upgrade the appearance, safety and quality of the Home or Lot; and (d) achieve compliance with the maintenance and Improvement requirements stated in the Resort Documents in existence at that time.

D. Inspection. Seller and buyer/transferee must contact Management to schedule an inspection of the resale Home and Lot to determine whether it will be necessary for any upgrades, changes, repairs or Improvements to be made. **Management's cursory inspection is for the sole benefit of the Resort, shall not serve as any representation or warranty as to the safety, condition, legal compliance or adequacy of the Home, Lot or Improvements, or the extent of any necessary upgrades, repairs or modifications.** The Homeowner/buyer/transferee should obtain their own inspection for their benefit.

E. New Tenants/Home Buyers.

(1) Tenants cannot guarantee that a prospective buyer will be Approved for tenancy by the Management.

(2) A Rental Agreement must be signed by each new Tenant and adult Resident who has been Approved for tenancy.

(3) New Tenants must provide documents satisfactory to the Management confirming they are or will be the legal Homeowners of record.

F. Removal of Non-Conforming Homes. Upon the sale, transfer or change of ownership of a Home, Management reserves the right to require a Home be removed from the Resort within sixty (60) days, if the Home:

(1) Is not compatible with the other Homes in the Resort;

(2) Does not meet the Resort's Rules or policies, in existence at that time, of preserving or upgrading the Resort;

(3) Has not had completed the repairs, Improvements or modifications required by Management; or

(4) If the seller, new owner or transferee has not satisfied all conditions under these Rules pertaining to the sale, transfer or tenancy.

G. Violation. The sale or transfer of a Home in the Resort in violation of these Rules shall be deemed a material breach and will necessitate the removal the Home.

27. MOVE-IN OF HOMES.

A. Move-In. A Home shall not be brought into the Resort without compliance with the Resort Documents and Management's written Approval. Tenants must obtain all governmental permits in advance of move-in and provide copies to Management. The proposed location of the Home and the Lot elevations, height, setbacks and other placement details of a Home to be moved-in must be presented to and Approved by the Management, in writing, prior to commencement of a Home installation. Unless otherwise Approved by the Management, in writing, the elevation of a Lot shall not be changed and the height of the Home must be consistent with the surrounding

Homes. Management has the authority to order a Home installation to immediately cease if it is being performed in violation of the law or the Resort Documents.

B. Move-In Requirements. Each of the following items must be pre-Approved by Management and completed within 60 days after a Home is brought into the Resort or ownership is transferred:

(1) Set Up. Homes must be set up above ground per the manufacturer's specifications, the Resort Documents, Managements directives and applicable laws.

(2) Hitch. The hitch must be removed and stored out of sight.

(3) House Number. The address number must be installed on the street side of Home, in professional quality lettering between 3 inches to 6 inches tall.

(4) Skirting. The entire perimeter of the Home must be skirted with hardboard skirting matching the exterior materials and color of the Home.

(5) Awnings. Carport and patio awnings must be of a size, shape and material Approved by Management and meet all code requirements. Awnings shall not exceed the height of any Home.

(6) Steps. Must be installed at every door to the Home, must be constructed of commercial quality fiberglass, concrete, vinyl, wood (only if completely carpeted so that no wood is exposed) or part of a deck constructed with pressure treated materials or other materials Approved by Management. Unless the law imposes greater requirements, each set of stairs must be a minimum of three (3) feet wide and must have at least one hand railing. Management must Approve the size, materials and quality of construction in advance.

(7) Driveway Requirements. Driveways must be concrete with a minimum thickness of 4 inches and meet all building code requirements. Driveways must be of sufficient size to accommodate two full size vehicles plus a golf cart (approximately 10' wide x 45' deep).

(8) Desert Landscaping. The entire Lot must be landscaped per a desert landscaping plan approved by the Management.

(9) Drainage. Appropriate Lot drainage must be established and maintained by Tenant at all times. Changes to grading or drainage must be pre-Approved by Management.

C. Backflow and Water Pressure Relief Valves. Landlord does not control water pressure. To the extent not otherwise required by law, Tenants are encouraged to install and regularly maintain pressure relief and/or backflow valves on their main water line, water heater and hose bibs.

D. Antennas. Except as stated in these Rules, exterior antennas are not permitted.

E. Inspection and Approval Prior to Occupancy. Prior to occupancy, the Home installation must be Approved by the applicable governmental inspector(s), if required. The installation must also comply with the Resort Documents, the installation plan previously Approved by the Management, and the installation must receive final written Approval from the Management. Homes installed contrary to the foregoing must be re-set, corrected or removed within 10 days.

28. REMOVAL OF HOMES.

A. Legal Requirements and Notice. Landlord adopts and incorporates by reference the requirements of the RV Act, in addition to any other requirements imposed under the Resort Documents pertaining to the move out of Homes and the clean-up and restoration of a Lot upon move out. **A minimum of 30 days' notice must be given to Management prior to any anticipated move-out** (to allow Management to coordinate for the move-out). Tenant is the responsible party for damages caused by their agents, successor, transporter service and any other persons associated with the installation, assembly, disassembly or removal of the Home. Homes in the Resort are subject to liens pursuant to A.R.S. §§ 33-2501(C), 33-2144, and 33-2145 which, by placing or keeping a Home in the Resort are deemed to be consensual liens.

B. Clearance for Removal. Disassembly of a Home or its Improvements shall not commence until Management issues a written Clearance for Removal. Management has the right to coordinate the moving dates, times and conditions; to require that a cash deposit or surety bond up to \$1,000 be posted (less any deposit held by Management) if an unlicensed contractor/transporter is used; to reject and exclude any contractor, worker, transporter or person who Management, in its sole and reasonable discretion, deems to be problematic; and to enforce these requirements via an injunction, without bond.

C. Lot Restoration. On move out or the termination of a tenancy, and unless otherwise Authorized in writing by Management, Tenant, their successor, contractor and transporter shall: (1) surrender the Lot free of all structures, Improvements, trash, debris, asphalt, slabs and concrete (sidewalks, driveway, carport, patio, etc.), and personal property; (2) safely disconnect all utilities; (3) grade and level the Lot to be consistent with neighboring Lots; (4) ensure that the Lot is in a clean, safe and immediately rentable condition; and (6) ensure that there are no damages to the Resort's Improvements, Resort Facilities, or property of others. **NOTE:** Electrical pedestals, utility delivery equipment, landscaping, and fixtures owned by the Landlord must not be removed or damaged.

29. **TRANSFER / SUBLEASING / ASSIGNMENT**. Tenant shall not transfer or assign any interest under their Rental Agreement or tenancy. However, sub-leasing may be permitted on the following conditions:

A. The term of the sub-lease is a minimum of 30 days and a maximum of 150 days;

B. Tenant must submit to Management a written notice of intent to sublease;

C. The prospective sub-tenant must complete an application, pay the charges for credit and background investigations, meet the standard tenancy criteria and be Approved by Management. Management reserves the right to also impose a sublease fee not to exceed \$50. Approval for one sublease shall not be deemed to be an Approval to any subsequent sublease;

D. The sub-tenant shall execute any requested Resort Documents and any other documents reasonably requested by Management;

E. Tenant remains responsible for the obligations and conduct of their sub-tenant and their Invitees.

F. No sublease shall release Tenant of their obligations under their Rental Agreement or alter the liability of Tenant to pay the Rent and to perform all other obligations to under the Resort Documents.

G. Any attempts to sublease without strictly complying with the foregoing or an assignment or subletting by operation of law, shall be deemed unapproved, null and void.

H. Landlord's acceptance of Rent by persons other than Tenant shall not be deemed a waiver of any provision under this Agreement.

30. **CRIME FREE PROGRAM**.

A. Crime Free Program/Charges/Convictions. The Resort is presently designated as or may seek to be designated as a "Crime Free" or similar type of community, or may otherwise participate in crime avoidance programs. Tenants must comply with any requirements imposed in order to participate in such a program. Tenants and Residents must immediately inform the Management if they have been convicted of a crime or charged with a felony.

B. Immediate Terminations. To the fullest extent permitted by law, a tenancy may be immediately terminated if a Tenant or Resident is convicted of a felony or serious misdemeanor involving a dangerous crime while a current occupant; engages in a material and irreparable breach or unlawful conduct; violates any applicable crime prevention guideline that may be adopted; or engages in any conduct that jeopardizes or poses a potential threat to the health, safety or welfare of any person in the Community or the property of others, whether or not Tenant is aware of the conduct. This conduct includes but is not limited to prostitution; criminal street gang activity; threatening or intimidating; physical or verbal harassment; foul or abusive language; assault; the unlawful discharge of a firearm; imminent or actual serious property damage; arson; drug related criminal activity (including, but not limited to, the illegal manufacture, sale, distribution, use, or possession of a controlled substance); or facilitating or tolerating criminal activity. Unless Management otherwise consents, Tenants shall not permit Invitees to be in the Resort who have been convicted of any of the foregoing types of conduct. Unless otherwise expressly required by the RV Act, proof of such a violation shall be by a preponderance of the evidence and shall not require a criminal conviction. Law enforcement reports and information shall be admissible as evidence in enforcing a violation.

31. **ANTENNAS/BROADCAST DISHES**. No exterior antenna, dish or similar item ("**antenna**") shall be erected on any Home or Lot except as expressly permitted under this Rule. Unless otherwise Approved by the Management,

only the following antennas are permitted: antennas one meter or less in diameter or diagonal measurement designed for over the air reception of signals from satellite, wireless cable or television broadcasting facilities, including the necessary mounting hardware and mast, as may be applicable, subject to the following: A). Only an antenna expressly authorized by the Federal Telecommunications Act, the Rules adopted by the Federal Communications Commission, or permitted by the Management may be installed. B). Such antenna must be in compliance with the manufacturer's instructions and all applicable state and local laws. And C). The proposed location and installations on a Lot shall be reviewed with the Management before work is commenced to ensure that these restrictions will not be violated. Only a single exterior Antenna is permitted per Lot unless more than one antenna is required to receive an appropriate signal. To minimize negative aesthetic impacts it is recommended that antennas not be visible from the street and that they be painted or screened by landscaping or other means to minimize visibility without impairing receipt of a signal. A mast, if required, shall be no taller than the minimum height necessary to receive a signal from the transmitter, and in any event, it may be no higher than the minimum height required by applicable law.

32. MISCELLANEOUS/LEGAL

A. Rules/Modifications. The Resort Documents, all applicable laws, as well as signs, notices or directives posted in the Resort are made a part of these Rules and are incorporated herein by this reference. Landlord reserves the right to revise, add, delete or otherwise modify the Rules and the Resort Documents, from time to time, as is necessary to advance the best interests of the Resort and/or Tenants.

B. Laws/Codes. Laws are constantly changing. Tenants must comply with all current laws and codes, even if stricter than the content of these Rules.

C. No-Waiver/ Remedies. Landlord's omission, waiver, inability or failure on one or more occasions to require strict compliance with the terms of the Resort Documents or the law shall not be deemed a waiver, shall not preclude Landlord from enforcing the obligations thereunder and shall not relieve Tenant of the duty to comply with the law and the Resort Documents. Except for an intentional written waiver, no actions by Landlord or Management, and nothing contained in the Resort Documents shall be construed as waiving any rights under the Resort Documents or the law. Landlord's remedies shall be cumulative. Termination of tenancy, eviction, Abandonment, the filing of an eviction action or partial payment shall not constitute a waiver of any claim for eviction, damage, unpaid Rent, attorneys' fees, costs, damages, or any other amounts owing by Tenant. Acceptance of Rent, partial payment or other sums while an eviction action or a violation or termination notice is pending shall not be deemed a waiver of Landlord's right to enforce the violation or termination and shall not serve to reinstate a tenancy except as expressly provided under the RV Act.

D. Lots/Lot Lines. Landlord or its agent may enter a Lot for lawful purposes. The approximate borders of Lots are shown on a map (the "**Map**") maintained in the Management office. There are no official Lot lines, property lines or boundary divisions applicable to Lots and there are no common areas between or adjacent to Lots unless shown on the Management office Map. Landlord shall not be liable for variances between the Map and the actual location of Homes or Improvements. Lot boundaries are approximate and flexible and are generally based on the size of a Home, the particular Lot, and legal requirements. Boundaries may be reasonably modified by Landlord, if necessary, to avoid controversies and to accommodate Improvements and the needs of Landlord. Such changes may affect and require the relocation or removal of landscaping, vegetation, sheds or other Improvements. Such modifications shall not result in a decrease in Rent.

E. Violations/Legal Fees. Any violation of the Resort Documents or the law, or the commission of a crime, shall also be treated as a violation of these Rules and the Rental Agreement. Management shall have the right, in its reasonable discretion, to determine whether a violation of the law or Resort Documents has occurred. The prevailing party in any legal or administrative action may be awarded its reasonable attorneys' fees and costs.

F. Material Breach. If an act or omission is identified as a "material breach" it does not exclude other acts or omissions from being deemed a material breach, whether or not specifically identified as such in the Resort Documents. Any violation of the Resort Documents, the law, or the commission of a crime, shall also be treated as a violation of the Rental Agreement.

G. Discretion/Approvals. Where any approval or discretion is required or permitted, including whether a violation has occurred, the determination shall be subject to the Landlord's or Management's sole and reasonable discretion, and such a determination shall be final.

H. Headings. The headings, titles and descriptions contained in the Resort Documents are for purposes of convenience and reference only, and do not limit or define the scope of coverage.

I. Severability. Should a tribunal of competent jurisdiction determine that any language in the Resort Documents is invalid or unenforceable, the offending language shall be stricken and the remaining language shall survive and remain in full force and effect.

J. Conflicts and Interpretations. The words and phrases in the Resort Documents shall be given their fair meaning and are to be liberally construed to meet the intent of the Landlord and Resort Documents as a whole, so as to maximize the rights and remedies of the Landlord to properly manage, supervise and control the Resort, and to provide for the greater good of the Resort. Any grammatical, typographical or citation errors, omitted words and the like shall not affect the content of the provisions to which they pertain and such terms shall be given the meaning intended from the context. Similarly, if an error or omissions occurs with respect to a defined term said term shall, nonetheless, be given the meaning intended by the context of the provision to which it pertains. Defined terms are not necessarily capitalized. Should any conflict exist between the terms or provisions within any of the Resort Documents, the conflict shall be resolved in favor of the provision that is more restrictive. If a conflict involves time frames, the shorter time frame that complies with the law shall apply.

K. Entire Agreement. The printed terms contained and referenced in the Resort Documents constitute the ENTIRE AGREEMENT between Landlord and Tenant. No verbal terms are applicable. All prior or contemporaneous communications, advertisements, negotiations, and representations are hereby merged into the Resort Documents.

L. Management Limitations. Except as authority or discretion is specifically granted in the Resort Documents, Management is **NOT AUTHORIZED** to modify (verbally or in writing) the terms and conditions of the Resort Documents. **Any transaction or modification made contrary to the foregoing is not authorized by the Landlord and shall not be binding on the Landlord.**

M. Exemption. In order to operate the Resort, the Landlord, Management and their employees, representatives, agents, contractors, and persons operating at their direction are exempt from the Resort Documents and other obligations except as expressly required by law.

N. Tenant Responsibility for the Conduct of Others. Tenants are responsible for damage or injuries within the Resort caused by their Residents and Invitees.

O. Proof of Tax Payments. Tenant must timely pay all taxes and governmental assessments, including, but not limited to real and personal property taxes levied against Tenant's Home, Improvements and/or personal property. If Tenant fails to do so, Landlord may, at its sole option, pay such amount on behalf of Tenant, impose an administrative charge of \$100 dollars, and charge both to Tenant as Additional Rent. Tenant shall provide Management with proof of such payments within 10 days of a request.

P. Laws / Contracts. Tenants shall not engage in or permit any acts or omissions that would place the Landlord or Management in breach or violation of any laws or the Resort's contract(s) with any contractor, service or utility provider, or other third party.

33. **GOLF COURSE DISCLOSURES AND RESTRICTIONS.**

A. The Golf Course. The Resort is operated separately from the Arizona City Golf Course (the "**Golf Course**"). Tenants, like the public, may purchase memberships that provide access to the Golf Course and its amenities. Memberships are subject to the rules adopted by the Golf Course. The Resort makes no representation or warranty as to the current or future maintenance, use or condition of the Golf Course or its amenities.

B. Golf Course Rules. Tenants must comply with any rules or policies pertaining to the Golf Course. Any violation of the Golf Course Rules or policies shall be deemed a violation of Tenant's Rental Agreement.

C. No Pets. Pets are not allowed on the Golf Course.

D. Cart Paths. Walking, biking, exercising animals and recreational activities other than golf are not permitted on the Golf Course or its cart paths.

E. **WARNING**. Being on or adjacent to a Golf Course comes with inherent hazards, including but not limited to the risk of personal injury, death or serious property damage. Individuals in proximity to the Golf Course are voluntarily agreeing to accept such risks. Tenants must contact the Management should they desire to undertake any protective Improvements on their Lot.

34. **ADDITIONAL RULES FOR RECREATIONAL VEHICLES**

A. In addition to Park Model Homes, the Resort may allow the following types of recreational vehicles on certain Lots: Motor homes, fifth wheels, and travel trailers not less than 28 feet in length (collectively, "RV's"), which are deemed "Homes" under the Community Documents.

B. In the event of any conflict or inconsistency between the foregoing Rules and this Section, the provisions of this Section shall apply.

C. RV tenancies shall not exceed 180 consecutive days and are governed by A.R.S. § 33-301 et. seq.

D. The following are not permitted: tents, tent trailers, campers transported in the bed of a pick-up truck, and any other type of camper or vehicle identified by Management.

E. Storage on patios or under a RV is not permitted unless the RV is fully skirted.

F. Sewer hookups for RV's must have a threaded connection.

G. Utility connections for RV's must be secured and safe at all times.

H. Propane may be used for heating/cooking if the RV is factory equipped for such use.

I. Subleasing of RV's is not permitted.

J. RV's shall not be brought into or removed from the Resort without complying with the Resort Documents and obtaining Management's Approval. At least 10 days' notice must be given to Management prior to a move-out. Upon move-out, tenant must restore the Lot to immediately rentable condition as provided in these Rules.

K. The term "Abandon", when referring to a RV tenancy means: 1) Rent is unpaid and Tenant is not observed at the Lot; 2) Management does not observe Tenant residing at their Lot for a period of 30 days, without notice to Management; 3) Management does not observe Tenant residing at their Lot, a Violation or payment Notice is outstanding, and the violation is not timely cured; 4) Occupancy by individuals who are not authorized by Management; 5) The attempted sublease or transfer of a Lot or RV without Landlord's written Approval; 6) A Writ of Restitution is executed; 7) The removal of a RV is not fully completed within three days of commencement, or 8) Any other basis that causes Landlord to reasonably believe a RV is abandoned.

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