

## **RULES AND REGULATIONS**

# **WELCOME TO ROBERTS RESORTS**

Our resort community (hereinafter referred to as “The Resort”) is intended to be a friendly and enjoyable place to reside. To maintain a warm, friendly and pleasant environment, it is essential that our Residents respect each other, refrain from acts that might trouble others, and work together to continue to make The Resort a pleasant place to call home. These Rules and Regulations (the “Rules”) have been developed with great care and adopted to promote the general welfare, convenience and enjoyment of our Residents, to preserve and upgrade the quality of The Resort and to make a fair distribution of services and facilities. We ask that you treat your neighbors, as you yourself would like to be treated.

The following Rules are incorporated by this reference as part of your Lease or terms of occupancy. As used in these Rules (and unless otherwise specified), the term “Resident” shall include approved residents and the persons authorized to reside at each rental lot; term “Lot” refers to each owned or leased lot within The Resort; the term “home” refers to mobile homes, manufactured homes, Village Homes, Fairways Homes, and the park model homes; and the term “RV” refers to trailers, 5<sup>th</sup> wheels, motor homes and other types of recreation vehicles that do not fit the definition of a “home”. Your Lease, the Statement of Policy, the Lot Improvement Specifications, the signs posted within the Resort, these Rules and Regulations, any other required or duly adopted documents governing the Resort or any portion thereof, and any addendums to the foregoing are collectively referred to as the “Resort Documents”.

- All potential Residents must apply for residency and meet Management’s current standards existing at the time of application.
- Rental and Resort information are available at the Management office.
- Management Office: Hours are posted.
- You may call the office during working hours if you wish to set up a private appointment with Management.
- Fire, Police or Medical Emergency: 911

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**LOT IMPROVEMENT SPECIFICATIONS**

## 1.0 SEASON

- 1.1 Our peak season is October 1 through April 30 during which time there will be planned activities. Management reserves the right to control access to and the use of all Resort facilities and property. The use of the Resort facilities may be restricted or revoked for improper conduct.

## 2.0 RESIDENCY REQUIREMENTS

- 2.1 If applicable, you must comply with the following to become an Annual Resident:
  - 2.1.1 Complete an Application for Residency
  - 2.1.2 Complete an Age Verification Form
  - 2.1.3 Be approved by background screening check (fees apply)
  - 2.1.4 Be approved by The Resort's screening process.
  - 2.1.5 The foregoing process may be modified for short term Residents.

## 3.0 CONDUCT/REQUESTS/COMPLAINTS

- 3.1 **Interference/Harassment:** The following types of conduct are examples of conduct which are prohibited:
  - 3.1.1 Language or conduct that threatens, harasses, intimidates, annoys or interferes with the peaceful enjoyment of The Resort by others.
  - 3.1.2 Disturbances of the peace and quiet, the filing or reporting of unjustified, annoying or frivolous complaints.
  - 3.1.3 The willful or careless destruction of or injury to property in The Resort.
  - 3.1.4 Unreasonable quantities of police or law enforcement visits to a home or lot.
  - 3.1.5 Interfering with The Resort's contractual relationships, business relationships or Management's ability to effectively manage The Resort.
  - 3.1.6 Actions which may be dangerous or may create a health or safety risk.
  - 3.1.7 Nuisances, waste or any unlawful conduct.
  - 3.1.8 Public intoxication and/or unlawful drug use. Resident shall inform management, in writing, within ten (10) days if Resident or any other occupant is convicted of a felony or any crime involving physical threats, or injury or harassment.
  - 3.1.9 Wearing, using or displaying weapons of any nature in The Resort.
  - 3.1.10 Climbing on or over any fencing, buildings or improvements.
  - 3.1.11 Radios, televisions, musical instruments and other devices which disturb other Residents. Music and other sounds shall be kept at a low volume level so as not to disturb other Residents.
  - 3.1.12 Trespassing across other lots.
- 3.2 **Fireworks/Firearms/Weapons:** Fireworks are prohibited. Firearms and weapons of any type are not permitted outside of a Resident's home and shall not be publicly used, worn or displayed in The Resort or visible through windows. The discharge or display of any firearm or weapon (including but not limited to BB-guns, knives, bows and arrows, etc.) within The Resort, displaying such items, or pointing such weapons in the direction of others may be treated as a material and irreparable breach. A single violation of this prohibition shall be cause for immediate termination of tenancy.
- 3.3 **Drug or Criminal Activities:** Residents shall not engage in, facilitate, or allow any criminal activity in The Resort, including illegal drug-related activity. Drug-related activity includes, but is not limited to, the illegal manufacture, sale, distribution, use, storage, or possession of a controlled substance.

## CONDUCT/REQUESTS/COMPLAINTS – Continued

- 3.4 **Alcoholic Beverages:** Alcoholic beverages are permitted in The Resort, if used responsibly. Management reserves the right to prohibit or restrict alcoholic beverages outside of homes and in the common areas.
- 3.5 **Dress Code:** Shoes, shirts, and appropriate attire are to be worn in all Resort areas. See also 12.4.
- 3.6 **Trespassing.** Trespassing on or through other lots, whether on foot, golf carts or other modes of transportation is prohibited. Trespassing in common areas after designated hours of operation is prohibited. Pedestrians must use the streets or sidewalks.
- 3.7 **Resident Concerns.** In order to effectively serve all Residents, and except in the event of an emergency, issues of concern, problems, suggestions or complaints to The Resort or Management must be in writing and must be signed by the Resident submitting the issue. Anonymous complaints or those made by or on behalf of third parties may not be considered. The Resort depends on its Residents to be responsible and to assist in resolving problem issues. If there is a complaint about another Resident, or their guests, visitors or invitees, and if court or other legal action is required, the complaining party must agree to participate in prosecuting the complaint and to give testimony, if requested by Management. The filing of a frivolous or unjustified complaint, or the refusal to participate in the prosecution of the complaint or to testify, may be considered a material violation of the terms of tenancy.
- 3.8 **Resident Disputes.** Recognizing that Residents may occasionally have disputes among themselves, in the event of a conflict or dispute among Residents, it shall be the responsibility of the subject Residents to resolve such disputes unless the Management is expressly required by law to intervene.

## 4.0 LOT RENT

### 4.1 RV LOTS

- 4.1.1 Lot rent is based on two adult individuals. Only those authorized Residents, guests and visitors shall occupy the Lot. Visitors and all others must register at the office and pay a guest fee (see Guest Policy #29.0)
- 4.1.2 Daily, weekly and monthly RV Residents are considered short term Residents and may be asked to move to a different Lot at the end of their current reservation should another Resident desire to rent that Lot on an annual basis. You will, however, have the first option to go annual on that Lot.
- 4.1.3 Lot rent is nonrefundable and Leases are not transferable, except in approved cases where a transfer fee has been paid.
- 4.1.4 Resident is responsible for all fees pertaining to the occupancy of the lot/unit.
- 4.1.5 Rates are reviewed annually with any changes being announced prior to April 1. Early pay incentives, if any, will be announced at the same time. A Lot Reservation Charge of \$500.00 plus tax, if applicable, must be paid by April 1 to reserve your annual lot for the next season. This charge will be applied to annual rent. The remainder of the annual rent is due no later than October 1 of the same year.
- 4.1.6 **REFUNDS.** If the Resident departs early, the lot reverts to The Resort, with no refunds. Rent on lot shall not be transferred or assumed. No refunds of Resort fees will be given.

### 4.2 MOBILE HOME LOTS (If Applicable)

- 4.2.1 Lot rate is based on two adult individuals. Only those who have paid the rent for the Lot are allowed to live on the Lot

## **5.0 CHECK IN**

- 5.1 RV Check in time is one o'clock p.m.
- 5.2 All Residents are required to check in with The Resort Office upon your initial return to The Resort. Additionally, after an extended absence, two weeks or more, from The Resort, please notify the Registration Desk of your return. Upon checking in, you will be issued a form to commence mail service.
- 5.3 RV's will be escorted to their Lot by staff. Once sited by staff, do not change your position on the lot! (Utility hookups are sometimes not visible when parking and may be damaged if position is changed).
- 5.4 DO NOT make adjustments to water risers. They can be broken with applied force. Contact The Resort Office if you need assistance.
- 5.5 Damage by Residents may result in a repair charge to the individual.

## **6.0 CHECK OUT**

- 6.1 RV CHECK OUT IS NOON.

## **7.0 QUIET HOURS**

- 7.1 Except for work or activities authorized by Management, quiet hours are from 10:00 p.m. until 6:00 a.m., during which time Residents must ensure that potentially disruptive sounds, including but not limited to voices, television, radios, musical instruments, noisy vehicles, power tools, etc., shall not travel beyond the Resident's individual lot.
- 7.2 If the local municipality has adopted a curfew, then the curfew for minors in The Resort shall be the same as that designated by the Municipality.
- 7.3 Loud music, parties, gatherings, profane or obscene language, verbal harassment, arguing, public intoxication, excessive vehicles or guests/visitors during quiet hours, disturbing noises, and all other forms of disruptive conduct are prohibited. No nuisance creating exterior speakers, horns, whistles, bells, or other sound devices are allowed, except security devices installed at homes and used exclusively for security purpose (and installed by a licensed contractor in compliance with applicable ordinances, regulations and these Rules).

## **8.0 LOADING AND UNLOADING RV'S PRIOR TO STORAGE**

- 8.1 Loading and unloading of your RV is restricted to two (2) days or 48 hours only on your original arrival to The Resort and upon your departure for the season. All other times, the RV must be loaded as quickly as possible and will be allowed no longer than 12 hours for this purpose. After these time limits, the unit must be removed from the street...this will be enforced!!!  
**A temporary pass is required from the office.**  
**Someone must be present at all times with keys, available to move the RV from the street in the event of an emergency.**

## **9.0 RECREATIONAL VEHICLE RESTRICTIONS**

- 9.1 RV's must be less than ten (10) years old, unless approved by Management, and at least 26 feet in length. Van conversions, pop-up campers, cab-over campers, high/low type trailers, Class B RVs and tents are prohibited.
- 9.2 Unsightly, ill-fitting added structures (i.e., awnings, sun shades and add a room structures, etc.) will not be allowed.



## **10.0 SECURITY**

- 10.1 **If an emergency develops, or if you suspect an emergency situation, immediately call the appropriate emergency number first, and then contact Management, if needed. For Police, fire, or medical emergencies, Dial 911.**
- 10.2 You are responsible for securing your own personal property, and to provide necessary protection against accident, injury or loss and the protection of yourself and guests.
- 10.3 Please notify the Registration Desk if you intend to be away for any extended length of time.

## **11.0 GATES**

- 11.1 Residents will be notified by way of posted signs as to any changes in the hours the Main Gate will be open. You may enter after hours using a remote transmitter (available for purchase through the office) Gate Card, or the current management issued Gate Code, (If Applicable). The gates codes are changed regularly. It is your responsibility to check with the office for the updated codes. For security purposes, codes will not be readily given out over the telephone.
- 11.2 After hours guests and service people may enter by using your directory code at the gate keypad (applicable only if you have a cell phone or landline). All others must be met at the gate to gain entry. **DO NOT GIVE GATE CODES OUT TO UNAUTHORIZED PEOPLE.**

## **12.0 BUILDINGS/FACILITIES/ROOM RENTAL**

- 12.1 Smoking is prohibited in all buildings.
- 12.2 Some of the Activity Rooms require a key for entrance. A deposit may be required to obtain a key for the length of your stay. See the Activity Office.
- 12.3 No excessive consumption of alcohol in the common areas.
- 12.4 No Glass Containers are permitted in common areas.
- 12.5 Appropriate attire is required, including, but not limited to shoes and shirts. Swimsuits without cover-ups or shirts are not permitted.
- 12.6 Facility hours are as posted.
- 12.7 Private parties and gatherings are permitted with Management's approval. Please check with the Activity office if you would like to reserve a room or the patio area for a special occasion.
- 12.8 The Banquet Facility is available for use other than Activity planned events; coordinate your needs with the Activity Office. Fees may be applicable.
- 12.9 Refer to page 24 or Activity Office for hours of operation.
- 12.10 A deposit and/or cleaning fee may be required.
- 12.11 All facilities must be returned to a clean and organized condition.
- 12.12 Use all facilities at your own risk.
- 12.13 Activity rooms may have limited access during the off-season. Management reserves the right to close buildings and common areas for cleaning, maintenance or repair at any time.
- 12.14 Tables and chairs are available, but PLEASE do not remove them from the recreation center, pool area, banquet hall or any other area.
- 12.15 Recreational activities are not allowed on the streets in The Resort without prior written approval from Management.
- 12.16 Your name badge must be worn while you are using the facilities.

### 13.0 BILLIARD FACILITIES

- 13.1 Smoking is not permitted.
- 13.2 All Guests and Visitors must be accompanied by their host Resident.
- 13.3 No food or beverages allowed.
- 13.4 The billiard facilities shall be used only by Residents and their registered Guest and Visitors.
- 13.5 Registered Guests and Visitors must be 18 or over to enter the billiards room.
- 13.6 The facilities must be left in good condition, with all equipment returned to its proper location.
- 13.7 Rack balls and brush table after using.
- 13.8 Sitting on tables is not permitted.
- 13.9 Proper attire is required, including, but not limited to shoes and shirts. Swim wear and wet clothing are not permitted.
- 13.10 Limit of three (3) games or 30 minutes of play, whichever is less, if others are waiting.
- 13.11 Residents are responsible for damages.
- 13.12 Your name badge must be worn while you are using the facilities.

### 14.0 FITNESS CENTER – Children under the age of 18 are strictly prohibited unless accompanied by parent or legal guardian.

- 14.1 Use equipment at your own risk.
- 14.2 No wet bathing suits.
- 14.3 Obey all posted signage.
- 14.4 Please wipe equipment down after use.
- 14.5 Your name badge must be worn while you are using the facilities.

### 15.0 GOLF COURSE (If Applicable)

- 15.1 Before playing golf, check in at the Pro Shop. All play is to start at the first or tenth tee. ***No practicing on the golf course at any time.*** Retrieving your own golf ball from a water hazard is permitted during the course of play only by ball retrievers and at your own risk. **State law prohibits illegal entry onto the golf course, as this amounts to trespass and theft of services. Under the law you could be criminally prosecuted.**
- 15.2 See page 24 or Pro Shop for hours of operation of Pro Shop and Driving Range
- 15.3 **REPAIR OF DAMAGE TO PROPERTY BY GOLF BALLS IS THE SOLE RESPONSIBILITY OF THE GOLFER AND/OR HOMEOWNER.**
- 15.4 **GOLFERS ARE RESPONSIBLE FOR INJURIES CAUSED TO OTHERS.**
- 15.5 **DOGS ARE NOT ALLOWED ON ANY PART OF THE GOLF COURSE, INCLUDING ANY PART OF THE ROUGH.**
- 15.6 **BICYCLING, WALKING AND THE USE OF PRIVATE CARTS (WHEN NOT GOLFING) IS NOT ALLOWED.**
- 15.7 **ROBERTS RESORTS IS NOT RESPONSIBLE FOR ANY PROPERTY DAMAGE OR PERSONAL INJURY SUSTAINED DUE TO ERRANT GOLF BALLS OR EQUIPMENT.**
- 15.8 Proper golf attire is required.
- 15.9 Proof of residency is required to receive a Resident Discount.
- 15.10 The putting green is available, at no charge, from dawn to dusk.
- 15.11 If applicable, tokens for the machine dispensing golf balls for the driving range can be purchased during Pro Shop Hours. Please return baskets to their original location.
- 15.12 Additional golf course rules are posted at the Pro Shop.

## 16.0 LAUNDRY ROOM

- 16.1 An independent contractor operates this facility.
- 16.2 Smoking is prohibited.
- 16.3 The Resort laundry facility is for use by Residents and their registered Guests only. Hours are as posted and may vary according to season.
- 16.4 If applicable, clotheslines are provided for outside drying and are directly behind the laundry room. Please limit drying time to two (2) hours.
- 16.5 Management reserves the right to establish and modify the laundry facility hours of operation.
- 16.6 All posted laundry room signs must be followed.
- 16.7 The machines must be cleaned inside and outside after use, including emptying the lint trays after each use and all soap residue.
- 16.8 Dyes must not be used in the washing machines, tubs or dryers.
- 16.9 Rubberized articles are not allowed in the washing machines, tubs or dryers.
- 16.10 Do not overload or abuse the equipment.
- 16.11 One machine is designated for pet blankets and rugs.
- 16.12 Management is not responsible for lost or damaged articles or theft.
- 16.13 Please contact The Resort Office if the card machine, a washing machine or dryer are not working.
- 16.14 When leaving the laundry room, please check to confirm that the room is left clean, neat and in an orderly condition for the other Resident's use.
- 16.15 Please bring "lost and found" articles to The Resort Office or Activity Office.
- 16.16 Your name badge must be worn while you are using the facilities.

## 17.0 SWIMMING POOL/WHIRLPOOL SPA

- 17.1 The swimming pool and spa are for use by Residents, authorized occupants, and their REGISTERED Guests and visitors. The Resort reserves the right to limit the number of Guests or Visitors using the pool facilities.
- 17.2 **IMPORTANT WARNING:** No lifeguard is on duty. Persons should not swim alone. Persons using the pool and spa facility do so at their own risk.
- 17.3 Violating the pool rules may result in the suspension of pool privileges.
- 17.4 All posted signs must be observed.
- 17.5 Children under age three (3) are not allowed in any pool. For health reasons, children who are not toilet-trained are not allowed in any pool. Diapers and swim diapers are not allowed.
- 17.6 All other children must be accompanied by an adult at all times and never left unsupervised or in the supervision of another child. Your children are your responsibility.
- 17.7 Small children, over the age of three (3), are allowed in the small pool area ONLY during certain hours, check the Resort Office or page 24 for times.
- 17.8 **SPA.** The spa is very warm and may exceed 102 degrees. It is recommended that all persons intending to use the spa first consult with their physician. Persons should not use the spa alone, should limit their use to a short period of time, and should exit the spa immediately if they should feel uncomfortable, overheated, dizzy or upon feeling any other abnormal condition. **Unregistered guests or visitors under the age of 18 may NOT use the spa. The Spa and dry saunas are for ADULTS ONLY. SEEK YOUR DOCTOR'S ADVICE BEFORE USING A SAUNA OR SPA. THERE IS A TEN (10) MINUTE TIME LIMIT. USE THE DRY SAUNA ACCORDING TO POSTED INSTRUCTIONS. DO NOT POUR WATER ON THE COALS.**
- 17.9 Only water-proof suntan lotions or sun screens shall be used in the swimming pool or spa. Oils are not allowed.
- 17.10 A cleansing shower prior to entering the pool or spa is required.

## **SWIMMING POOL/WHIRLPOOL SPA (Continued)**

- 17.11 Pool and spa hours are posted. The facilities may be closed additional hours for maintenance. The swimming pools and Spa are typically open from 8:00 am to 10:00 pm. Please acquaint yourself with our heated (in season) pools and the rules posted in the pool area
- 17.12 Shoes must be worn to the pool area. Appropriate, commercially manufactured swimming attire is required. Shorts and cut off pants are not permitted. Thongs and overly revealing swim wear are not appropriate and are prohibited. Cover-ups are to be worn to and from the pool area.
- 17.13 Inner tubes, rafts, mattresses and other floating or recreational items must be removed from the pool area when not in use, if causing a nuisance, or if there is a large crowd using the pool area.
- 17.14 The following types of items and conduct are prohibited in the pool area:
  - 17.14.1 Glass containers. Glass containers are not allowed anywhere in the swimming pool complex. Additionally, food and aluminum or plastic containers are not allowed in the pool, spa or walkways around the pool or spa. Be sure to place trash in an appropriate receptacle before leaving area.
  - 17.14.2 Non-waterproof suntan and other lotions and oils. Oils. Such substances damage the filter system and can cause the pool to be closed for maintenance or repairs.
  - 17.14.3 Running, diving, jumping, loud noises, radios (without headsets), boisterous, disruptive or dangerous conduct.
  - 17.14.4 Smoking.
  - 17.14.5 Pets and animals.
  - 17.14.6 Persons under the influence of alcohol or drugs.
  - 17.14.7 Radios and tape players (without headsets) or musical instruments (without written permission from Management).
  - 17.14.8 Obscene language, obnoxious or any other problematic behavior.
  - 17.14.9 Skateboards, bicycles, roller skates / blades, and segways are not allowed in the pool area or common area facilities.
- 17.15 Your name badge must be worn while you are using the facilities.

## **18.0 MAIL/PACKAGES/MESSAGES**

- 18.1 Mail will resume for the season upon your checking in with The Resort Office. You will be issued a form to provide to The Resort Post Office.
- 18.2 We are not able to offer general delivery service.
- 18.3 Mail will be deposited in your lock boxes at our Post Office. Your box number will correspond to your Lot number.
- 18.4 A mailbox key / Gate Card may be purchased at the Resort Office - \$3 each or \$10 replacement.
- 18.5 There will be no refunds on mailbox keys. The key must be returned at the end of your stay (annual Residents excepted.)
- 18.6 The mail will generally be in your box Monday-Saturday by 3:00 pm.
- 18.7 When leaving for an extended time or for the season you must provide a forwarding address and labels to our Post Office. Labels must be on a 4 ¼ x 12-inch label sheet. Do not use the clear labels. Labels are to be no smaller than 1 x 2 5/8 inches-**NO EXCEPTIONS.**
- 18.8 Please do not submit any other labels. The label format should be as follows:
  - Your name
  - Your street or PO Box number
  - Your City, State and Zip Code
- 18.9 Only one mail forwarding address per season.
- 18.10 We will not be responsible for holding any mail.
- 18.11 Packages delivered by any service **WILL NOT** be accepted at The Resort Office. Please make other arrangements if you are not in The Resort.
- 18.12 There is a fee for replacement keys.
- 18.13 A bulletin board for messages is located in the lobby.

## **19.0 PAY PHONE LOCATIONS (If Applicable)**

19.1 This section intentionally left blank

## **20.0 GARBAGE, REFUSE, LITTER, CHEMICALS AND HAZARDOUS MATERIALS.**

- 20.1 Residents are responsible for disposing of their rubbish, garbage and all other waste in a clean and safe manner.
- 20.2 All garbage and refuse must be placed in **sealed plastic bags** and deposited curbside at your site on designated pick up dates.  
Recycling bins may be provided for paper products and aluminum cans. All boxes and cartons must be flattened.  
Any refuse containers on site are for the sole use of the Resort and NO tenant refuse is to be placed inside or outside of the Resort's refuse container (s).
- 20.3 Other than a small quantity of normal household materials, flammable, combustible, noxious or other hazardous materials of any nature shall not be stored in or transported through The Resort.
- 20.4 Oils, fluids, chemicals, or any other toxic or environmentally hazardous items, which may include, but not limited to paint and batteries, shall not be disposed of in The Resort and must be disposed of in a proper manner and in accordance with applicable environmental laws. All such substances are prohibited in The Resort's refuse containers.
- 20.5 Other household items such as furniture, mattresses or appliances are also prohibited in The Resort's refuse containers.
- 20.6 You may contact the Resort Office or Concierge Desk if applicable, for directions for disposal.
- 20.7 For health and safety reasons, sorting through refuse containers is prohibited. The removal of any items from refuse containers is strictly prohibited.
- 20.8 Contractors and others performing work within The Resort must remove all trash, debris, building materials, carpeting, paint and other household renovation items and shall not use The Resort refuse containers. Each Resident, when installing or undertaking construction improvements, shall provide a place for the daily collection and storage of trash and debris and must remove such trash and debris on a regular schedule, but not less than weekly and to an outside landfill.
- 20.9 If a construction debris container is needed, prior written approval from Management is required.
- 20.10 Residents shall not engage in any waste disposal practices that would place The Resort or Management in breach or violation of any applicable laws or The Resort's contract with its waste removal provider.
- 20.11 Regular curbside pick-up of prunings is provided.
- 20.12 If you have recyclable or re-usable items please contact the Activity Office or Concierge for a list of charitable organizations.
- 20.13 Please dispose of cigarette butts in designated containers.

## **21.0 PROPANE**

21.1 There is propane service available to the Residents of The Resort. Request cards are available at The Resort Office. Display the card when you need propane. During the off-season you may need to call for delivery. In your absence, payment envelopes will be left by the driver and may be mailed.

**21.1.1.1 Note: 5<sup>th</sup> wheels and trailers must set tank at curb for service. Motor home owners must be present to have tank filled.**

## **22.0 NAME BADGES/GUEST BADGES**

- 22.1 **Badges must be worn when away from your lot,** to all activities during the season, including the pool and laundry facilities. Upon arrival, guests staying 30 days or more will receive a personalized name badge from the office.
- 22.2 **Lot owners are exempt from paying guest fees. (If Applicable)**

- 22.3 Guests staying less than 30 days may purchase a personalized name badge or pick up a guest badge at the front office which requires a deposit (refundable when returned to The Resort Office in good condition). (If applicable)
- 22.4 Name/guest badges must be presented in order to obtain a Resident golf discount. (If applicable)

### **23.0 LOST AND FOUND**

- 23.1 If you have lost or found an item, please check with the Concierge Desk located in The Resort Office.

### **24.0 PHOTOCOPYING/FAX**

- 24.1 The Activity Office will make copies for a small fee, between 8:30 am and noon Monday through Friday, during season only.
- 24.2 As a convenience to our Residents faxing can be done at The Resort Office for a fee during normal business hours.

### **25.0 EMAIL**

- 25.1 High-speed internet is available in the community buildings. Please limit access to 15 minutes in the busy season.
- 25.2 A limited range wireless network is available in The Resort Office.

### **26.0 STORAGE**

- 26.1 Limited storage may be available. Please see The Resort Building.

### **27.0 BICYCLES, GOLF CARTS, SKATEBOARDING, ETC.**

- 27.1 Bicycle racks are provided in various areas throughout The Resort. Bicyclists must use bike racks where available. Bikes can ONLY be driven on the streets and must have a light on the front and rear for nighttime safety.
- 27.2 Skateboards, Roller Skates / Blades and Segways ARE PROHIBITED.
- 27.3 Sidewalks / common areas are limited to pedestrians and ADA compliant mobility aids

### **BICYCLES, GOLF CARTS, SKATEBOARDING, ETC. - Continued**

- 27.4 Golf carts are to be driven ONLY on the street and children under the age of 16 MUST be accompanied by an adult.
- 27.5 REMINDER: Sidewalks are reserved for pedestrians and ADA compliant mobility aids bearing a handicapped placard and staff/maintenance are allowed on the sidewalk anytime in route to their destination.
- 27.6 Golf carts may not park in handicapped designated spaces without a handicapped placard.

### **28.0 VEHICLES AND PARKING**

- 28.1 Annual Residents will be issued a permit for their vehicle at The Resort Office. This permit will be placed in the left hand corner of the windshield and must be visible.
- 28.2 All other Residents will be issued a vehicle pass that hangs from the center mirror.
- 28.3 **Speed Limit/Noisy Vehicles. THE SPEED LIMIT IN THE RESORT IS 10 MPH OR OTHERWISE SPECIFIED!** Cruising, reckless or unsafe driving is prohibited. Noisy vehicles are prohibited in The Resort. Residents are responsible for vehicle compliance by their guests, visitors and invitees. This applies to ALL MODES

OF TRANSPORTATION (golf carts, bicycles, motor scooters, ATV, quads and motorcycles).

- 28.4 **Maximum Number of Vehicles.** Unless Management otherwise approves in writing, a maximum of two (2) vehicles are allowed per lot, provided that no portion of any vehicle extends into the street or beyond the permitted boundaries of the driveway surface.
- 28.5 **Prohibited Vehicles.** Commercial vehicles (i.e., work vans, or trucks, ice cream trucks, taxis, service vans, tow trucks, flat beds, buses, etc.) commercial semi or trailer-pulling trucks, boats, jet skis, campers, ATV's, ATC's, dirt bikes, go-carts, and all similar types of vehicles and watercraft are not permitted to park in The Resort unless approved in writing by the Management.
- 28.6 **Golf Carts.** Golf carts are allowed provided they do not constitute a nuisance.
- 28.7 **Vehicle Operations.** Vehicles must be operated in a safe, courteous and cautious manner at all times. Pedestrians, golf carts and bicycles shall be granted the right-of-way.
- 28.8 **Parking.**
- 28.8.1 Vehicles parked in violation of these Rules may be towed at the owner's or Resident's expense, and without prior notice.
- 28.8.2 Vehicles shall only be parked in designated parking areas and driveways, and shall not be parked on or driven across landscaped, unpaved or undesignated surfaces.
- 28.8.3 Vehicles shall not be parked on any vacant lots and shall not obstruct the driveways of other lots. Vehicles must be parked parallel to your park model/RV, either end-to-end or side-by-side within the setbacks of the lot.
- 28.8.4 Except as otherwise stated in 8.1 (Loading & Unloading of RV's), vehicles are not permitted to park on the streets overnight.
- 28.8.5 Parking must not obstruct access for emergency vehicles, garbage trucks, home movers, or other service vehicles.

#### **VEHICLES AND PARKING-Continued**

- 28.8.6 Only licensed and drivable (running) vehicles are allowed in The Resort.
- 28.8.7 Unless Management consents in writing, vehicles which have not been operated in fourteen (14) days or that are missing any body panels are prohibited within The Resort.
- 28.8.8 Residents must park only at their own lot. Residents shall not park vehicles at the lots of other Residents without Management's written approval and approval of the other lot Resident.
- 28.8.9 Covers on vehicles are discouraged. If a cover is used, it must be specifically made for vehicles, kept in good condition without tears, must be made of a non-reflective material, and must be gray, soft green or brown, or another complementary color approved by Management.
- 28.8.10 Management reserves the right to restrict or exclude any vehicles that are problematic, causing a nuisance, or is not in compliance with these Rules. Management also reserves the right to impose other limitations on such vehicles if deemed to be in the best interest of The Resort or its Residents.
- 28.9 **Storage/Abandonment.** Vehicles without current license plates or

tags, inoperable, stripped, missing any body panels, unclaimed, scrapped, junked, discarded, in a dangerous condition, or otherwise deemed problematic by Management, shall not be parked or stored in The Resort.

- 28.10 **Vehicles Leaking Fluids.** Vehicles leaking oil or fluids are prohibited in The Resort and must be repaired off premises. Vehicles with minor drips must have a drip pan placed on the parking area and Resident must regularly clean the drip pan. All pavement stains must be promptly removed by Resident.
- 28.11 Vehicle repair, overhauling or servicing at your Lot, in the common areas or on vacant lots are not allowed. Environmental laws strictly prohibit dumping oil on the ground or in the TRASH RECEPTACLES. See also 20.4 (Oils, fluids, chemicals...)
- 28.12 We like to help conserve resources. We will allow mobile RV detailers to come to your Lot to power wash your unit. Alternatively you may use your own power washer to clean your home/RV and golf carts. Every attempt should be made to keep water from flowing into the street. We cannot allow Residents or guests to wash their vehicles in The Resort.
- 28.13 The following items may not be stored on your Lot: utility or motorcycle trailers, boats, campers or extra RV's. They must be placed in a storage facility.
- 28.14 Only with management approval may a single enclosed utility trailer, in good repair, be allowed on Lots with motor homes provided the utility trailer along with your vehicle must fit within the confines of the setbacks of your lot as per 28.4 above.
- 28.15 Small tow dollies are allowed if tucked under the back end of the motor home when not in use.

## 29.0 GUEST POLICY

- 29.1 The Resort's Lot rental fee structure is based upon two (2) adult Residents living at one Lot.
  - 29.1.1 We encourage family and guests to visit you. However, there are fees involved as stated in your lease.  
NOTE: Guest fees commence on the first day for RV/Park Models owners up to 14 days. Guest fees commence after 14 days for mobile / manufactured home owners.
  - 29.1.2 **Guests must register with the office, immediately upon arrival,** if staying overnight in the park. There is no fee for children 12 years or younger but they still must be registered
- 29.2 Guests will be issued a temporary badge that must be worn at all times. (See Guest Badge Policy # 22.0)
- 29.3 Guests who do not meet our age restrictions are not allowed unless accompanied by the Resident.
- 29.4 Residents are responsible for any charges or damages incurred by guests.
- 29.5 Residents have priority status in use of facilities.
- 29.6 Children under the age of 18 may visit no more than seven (7) consecutive days and no more than thirty (30) days per calendar year for mobile home Residents and fourteen (14) days for RV Residents. Children under the age of 18 are **strictly prohibited from use of the fitness center, billiard room, spa and sauna.**
- 29.7 Adult guests' stays are limited to thirty (30) days per calendar year for mobile home Residents and fourteen (14) days for RV/Park Model Residents.
- 29.8 It is the Resident's duty and responsibility to acquaint all of their occupants, guests, visitors, vendors, agents, contractors and other invitees with the applicable Rules and Resort Document provisions. Residents shall be responsible for the conduct and acts of their occupants, guests, visitors, children, vendors, agents, contractors and invitees. Should a guest, visitor, occupants, vendor, agent, contractor or other invitee fail or refuse to comply with the Rules or fail to leave The Resort at the request of Management, it shall be deemed a material



non-compliance and a violation notice may be served. Management shall also have the right to have the offending person removed from The Resort as a trespasser.

### **30.0 PROHIBITED PERSONS**

30.1 If Management has prohibited a person from entering The Resort or has terminated a tenancy or proceeded with an eviction action, or if a person has abandoned a home or RV within The Resort, the persons subject to the abandonment, termination or eviction action are not permitted in The Resort and it shall be a material violation if a Resident or anyone at the Resident's lot knowingly invites, authorizes or permits such persons to enter or be present in The Resort without Management's consent.

### **31.0 PETS/ANIMALS**

31.1 In keeping with the laws of the local and state agencies and The Resort standards, Residents must comply with the following pet rules. Infractions could result in dismissal from Resort.

31.2 **Stray/Wild Animals.** Management is not responsible for stray or wild animals.

31.3 **Quantity.** A maximum of two (2) generally recognized house pets are allowed per home (i.e., dogs, cats, birds). Vicious pets, protection animals or those displaying threatening behavior are not permitted.

31.4 **Registration.** Each pet must be approved by Management and registered at The Resort Office. For identification purposes, Management may require a recent photo of the animal as well as information on the size and age of the animal.

31.5 **Licenses/Tags.** Dogs and cats must be licensed with the applicable governmental authority. Dogs and cats must wear identification tags at all times. Unattended pets or those without identification may be considered as a stray and turned over to animal enforcement authorities. A tag identifying the owner is recommended.

31.6 **Shots.** All pets must maintain current rabies and other inoculations.

31.7 **Bites.** A pet that has a propensity to bite or which displays vicious propensities must immediately be removed from The Resort.

31.8 **Nuisances.** Pets must be sufficiently conditioned to eliminate risks to the public. Pets cannot be vicious, dangerous, have noisy tendencies or create a nuisance that interferes with the peaceful use or enjoyment of The Resort by others. Pets shall not annoy other people. Any violations or disturbances such as barking, snarling, growling, etc. may result in the revocation of permission to keep the pet, among other remedies available to The Resort. Pets which are used solely as guard or protection animals are not permitted.

31.9 **Control and Cleanup.** Pets shall not be tied or chained outdoors on any lot or common area. Pets shall not be left unattended outdoors at Resident's lot while Resident is inside or away from their lot. All pets (including cats) must be on a hand leash not longer than 6 feet in length when outside of a home and shall not be left unattended. Pets shall not enter pool areas, mailbox areas, clubhouse, laundry areas, recreational areas, common areas (including sidewalks), or other lots (without the other Residents consent). Residents are responsible for their pets at all times and must immediately clean up and dispose of all animal droppings. Do not bury or use outside ashtrays or the sewer connection on your lot for pet waste disposal.

31.10 Residents who fail to immediately clean up after their pets or who leave pets unattended, may lose the right to have pets at their lot.

31.11 **Visiting Pets.** Visiting pets are not permitted.

31.12 **No Burials.** Pets must not be buried within The Resort. The remains of dead pets must be disposed of in conformity with applicable governmental regulations.

31.13 **Damages.** Residents are responsible for damages and injuries caused by their pets.

- 31.14 Management reserves the right to refuse rental or refund of rent to owners of pets that are deemed to be aggressive, bark excessively, or become a nuisance. Complaints about your pet could result in dismissal from The Resort.
- 31.15 Pet pens, permanent, portable, temporary, travel type cages or doghouses are prohibited outdoors on any Lot, except as may be specifically required for an assistance animal.
- 31.16 You may walk your pet in the designated areas or in the undeveloped areas of The Resort.
- 31.17 **PETS ARE NEVER ALLOWED ON THE GOLF COURSE OR SOFTBALL FIELD (If Applicable) AT ANY TIME AND MUST BE WALKED IN THE DESIGNATED PET AREAS**

## **32.0 ASSISTIVE ANIMAL POLICY**

- 32.1 The Resort seeks to accommodate persons with impairments and disabilities. This assistive animal policy applies to assistance animals that would otherwise not meet The Resort's pet restrictions.
- 32.2 **Registration.** Residents must register their assistive animals with Management and provide to Management a written statement from a qualified healthcare provider indicating that the Resident has an impairment and the type of assistance that an assistive animal can provide to the Resident in relation to the impairment (in other words, the assistance provided by the animal must relate to the impairment). If the foregoing healthcare statement requires that the assistive animal have specialized training, Management may request confirmation of the assistive animal's training and/or certification, as well as details on the person or organization who trained and/or certified the animal.
- 32.3 **Identification.** For identification purposes, Management may require a recent photo of the animal as well as information on the size and age of the animal.
- 32.4 **Nuisances.** The designated animal must be sufficiently conditioned to eliminate risks to the public. Animals which are used solely as guard or protection animals are not permitted. Assistive animals cannot be vicious, or create a nuisance that interferes with the peaceful use or enjoyment of The Resort by others.
- 32.5 **Renewal.** If a Resident's impairment appears to have ceased or if the animal no longer appears to be rendering the designated assistive, Management may request that Resident provide: (a) a renewed written statement from a qualified healthcare provider confirming that the Resident's impairment continues to exist and/or (b) confirmation of the type of assistance that can be provided by trained animal; and/or(c) confirmation of the animal's ability to render the designated services.
- 32.6 **Licenses/Tags.** Dogs and cats must be licensed with the applicable governmental authorities. Dogs and cats must wear identification tags at all times.
- 32.7 **There is no pet charge for assistive animals.**
- 32.8 Management reserves the right to make further special accommodations based on the needs of its Residents with disabilities or impairments.
- 32.9 **Control and Cleanup.** Assistive animals shall not be tied or chained outdoors or be left unattended outdoors. Dogs must be on a hand leash not longer than 6 feet in length (unless otherwise required) when outside of a home. Residents are responsible for their assistive animals and must immediately clean up and dispose of all animal droppings.
- 32.10 **Shots.** Assistive animals must maintain current rabies and other inoculations.

### 33.0 UTILITIES/CABLES

- 33.1 **No Digging.** The Resort contains extensive underground utility facilities. All work on utility lines or connections must be performed by the respective utility providers. Management approval must be obtained prior to any digging in The Resort.
- 33.2 **Conduits/Cables.** Except as specified for authorized antennas separately addressed in our Lot Specifications Document, all lines, wires, or other devices for the communication or transmission of electric current, power, or any other signals or transmissions, including telephone, radio signals, and the like, shall NOT be erected, placed or maintained anywhere in or upon a lot unless provided by The Resort or approved in writing by Management, in which event such items shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on building or other structures, and all such work must be performed by licensed contractors.
- 33.3 **Utility Maintenance/Expenses.** It is the responsibility of the home owner to pay for, maintain, and repair all wires, pipes, breakers, conduits, sewer/septic lines or other utility delivery equipment from the point of delivery of the applicable utility (but not to exceed 25 feet beyond the lot if the connection is located outside of the lot) or if such utility service is provided by The Resort, from the point of entry to the lot or Resident's side of the meter, whichever is closer to the home. Should the meter or service lines be located adjacent to or beneath Resident's home, RV or Improvements, Resident shall be responsible for providing access to the lines and meter for reading, repairs, maintenance and replacement, and, to the extent not otherwise addressed by law, Resident shall be responsible for removing any obstructions created by the Resident. DO NOT make adjustments water risers. They can be broken with applied force. Contact the Resort Office if you need assistance.
- 33.4 Water and sewer is furnished to each lot. Lots have 30, 50 or 30/50 amp electrical service. If your reservation is for less than 30 days, electricity is included, monthly electric will be billed at market rate per kilowatt/hr. If you have reserved a lot for three or more months; it is your responsibility to arrange for utilities through the appropriate service providers. Please see the Concierge for a listing.

### 34.0 LOT – MAINTENANCE/LANDSCAPING/APPEARANCE

(See also the Lot Improvement Specifications document)

- 34.1 **Improvements.** "Improvement" shall mean any and all mobile and manufactured homes, recreational vehicles and travel trailers, sheds, buildings, additions, driveways, parking areas, fences, walls, rocks, plants, landscaping, any recreational equipment, exterior lighting and all other structures and improvements of every type and kind, including any exterior changes to any home, lot or paint color. **The concept and design of all proposed Improvements, alterations, repairs, excavations, remodeling, or other work which in any way alters the exterior appearance of any home or lot, or the Improvements located thereon (including changes of color), shall not be performed without the prior written approval of Management.** This provision does not apply to certain mini-broadcast dishes and video antennas, addressed separately in the Resort Documents.
- 34.2 **Legal Compliance.** All homes, accessories and Improvements shall comply with applicable federal, state and local statutes and ordinances as to their construction, installation, maintenance and materials. Before occupancy and before utilities are connected, the home installation must be approved by the applicable governmental inspector(s) and a copy of applicable permits must be provided to management
- 34.3 See also 28.12 (Maintenance of exterior of home)

#### 34.4 CARE AND USE

- 34.4.1 Fire Extinguishers/Smoke Detectors.** Unless a greater quantity is required by law, all homes must have at least one properly charged fire extinguisher and one operating smoke detector.
- 34.4.2 Repair and Maintenance.** Resident's home, lot, landscaping, vehicles and all improvements must be maintained in good condition, i.e., clean, painted, finished, orderly, safe, appealing and sanitary condition, and comply with and maintain the existing color palate and architectural standards of The Resort. Each Resident shall maintain, repair, replace and restore, at their expense, all portions of their home, Improvements and lot which should fall into disrepair.
- 34.4.3 Fruit shall not be permitted to accumulate on the ground so as to attract rodents.
- 34.4.4 **Water.** Residents shall use their best efforts to conserve water. Landscaping water shall not be permitted to flow into streets. All leaking fixtures must promptly be repaired.
- 34.4.5 **The Resort owner and Management are not responsible for care or emergencies during your absence.** All Residents must make arrangements to have someone care for their lot in their absence. Please advise The Resort Office as to who will be looking after your lot.
- 34.4.6 Golf ball protection must be approved by Management. A Plot Plan along with the Pre-sale and Improvement Approval Request must be submitted, in advance, to Management for approval. See Lot Improvement Specifications for details regarding the construction.
- 34.4.7 Awning struts, portable or free standing canopies are not allowed. All new and changes to existing awnings must be approved. Please submit a Plot Plan with the Pre-sale and Improvement Approval Request to Management.
- 34.4.8 Due to fire hazard, fuel tanks are not allowed, except those mounted on an R.V. or on BBQ grills.
- 34.5 **Revocation of Authorization.** In every instance, Management's approval of any Improvement or alteration is conditional and may subsequently be revoked should any Improvement not be properly maintained.
- 34.6 No Resident shall allow any nuisance to occur on their lot or adjacent to their lot as a result of construction activity.
- 34.7 **Landscape and Maintenance.**
- 34.7.1 No rubbish, debris, rocks, or landscape materials shall be placed or allowed to accumulate on the street/roadway or sidewalk adjacent to any lot and no odors shall be permitted to arise there from, so as to render any such lot or any portion thereof unsanitary, unsightly, offensive or detrimental to the Management or any other lot in the vicinity thereof or to its occupants.
- 34.7.2 Residents are responsible for all property maintenance within their lot. Tree trimming and maintenance are the responsibility of Resident, however, no existing tree or plant larger than three (3) feet in height may be removed without Management's prior written approval.
- 34.7.3 Rock or desert landscaping shall be raked regularly and kept free of weeds and debris.
- 34.7.4 Shrubs, vines, trees, etc., cannot interfere with traffic flow or brush against adjoining homes or structures.
- 34.7.5 Yard ornamentation must be kept at a minimum and if seasonal in nature must be removed in a timely manner. (Further restrictions relate to the Fairways and Village Homes.)

- 34.7.6 Any changes to the landscaping must be approved, in writing, by Management.
- 34.7.7 Except for any clothes drying facilities provided by The Resort, outside clothes lines are not permitted. Towels, swim suits, or other clothing shall not be hung outdoors at any lot.
- 34.7.8 Pet pens, permanent, portable, temporary, travel type cages or doghouses are prohibited on any Lot.
- 34.8 **Color of Home and Improvements.** The color of any home, shed or other Improvement, including the exterior color scheme and building materials shall not be altered without the prior written approval of Management. If a new color is to be added or an existing color changed, Resident must provide Management with a color sample for approval. The Resort reserves the right to adopt a standardized color scheme for all homes and improvements, and all repainting will be required to conform to the standardized color scheme.
- 34.9 **Termite and Pest Control.** To prevent or minimize problems with bugs, pests and termite infestations common to the desert southwest, each Resident is responsible for taking prompt actions to abate and control the presence of all such matters at their lot. Should a Resident fail to abate and control the presence of insects, rodents, bees, termites and other such pests, the Management may, at its sole option, undertake self-help remedies and the Resident shall be responsible for all such charges and **an administrative overhead fee of not less than \$100.**
- 34.10 Do not feed any of the animals (i.e., bird feed attract rodents).
- 34.11 **Self-Help.** In the event Resident fails to maintain their home, lot landscaping, skirting, utility delivery equipment, or improvements associated therewith, Management may give Resident notice of a material breach and terminate Resident's tenancy if not timely cured. In addition to any other remedy of The Resort, if Resident fails to timely cure such material breach (or fails to immediately cure a condition that constitutes an emergency), The Resort and its agents or independent contractors may, at The Resort's sole option (and without any obligation to do so), perform the necessary repairs, improvements or maintenance, and The Resort shall bill the Resident for all such charges, **including reasonable administrative overhead of not less than \$100.00 plus all related costs.**
- 34.12 **Inspections.** Management shall have the right to enter and inspect Resident's lot at reasonable times and upon appropriate notice.
- 34.12.1 **Signs. Both RV and home** residents shall not place or maintain on their lot or in The Resort any signs, banners, advertisements, etc. except such signs as may be authorized by law, legal proceedings, court order or approved by Management. Management reserves the right to remove or require removal of non-complying items at Resident's expense. Exceptions:
- 34.12.2 **Bulletin Board (s).** One or more Resort bulletin boards will be provided for purposes of listing homes and RV's "for sale", an "open house" and communicating other information. Management reserves the right to control, restrict or prohibit the posting of certain items. Residents may advertise items for sale using a dated 3 x 5 card approved by the activities department that may be left for up to 30 days on our bulletin boards by the Post Office and in the Laundry Room. Cards that are not dated will be removed. You can also place an ad in the Park's newsletter for a small fee.

- 34.12.3 **“For Sale” and “Open House” Signs.** Each home shall be permitted to place one (1) “For Sale” or “Open House” sign in the front window or on the home. Any such sign must be of a professional quality, maintained in excellent condition, not create blight or nuisance, and must not exceed 12” wide and 18” long. No other banners or advertisements shall be permitted on a lot without Management’s written approval. Roberts Resorts will provide these signs upon request. (RV/Park Models must use the signs Roberts Resorts Provide).
- 34.12.4 **House Number and Names. Except for Recreational Vehicles,** Residents of homes must install their street or lot number on the street side of their home, in professional quality lettering between 3 inches to 6 inches tall. Residents may install a professional quality sign, indicating the Resident’s name, provided that the sign does not exceed 6 inches by 24 inches in size. Names and numbers will be provided by The Resort for the Fairways Homes.
- 34.13 **Storage/Wood piles.** Wood or storage piles are not permitted.
- 34.14 **Windows.** Broken windows and screens must be repaired immediately. Only commercially manufactured, interior/exterior window coverings may be installed in any home or RV. Sheets, blankets, towels, cardboard, flags, plastic, wood, and the like, as well as aluminum foil, tin foil and other reflective materials are not permitted in the windows of any home. Professionally installed window tinting is permissible, with the prior written approval of Management provided that it is not overly reflective and does not create a nuisance to any neighboring lot.
- 34.15 **Air Conditioners/Evaporative Coolers/Heaters.** Absent Management’s written approval, all air conditioners must be installed at the rear of homes or otherwise concealed from the street, so as to minimize noise and visibility. Evaporative coolers are not allowed. Air conditioning and heating equipment shall not be installed on roofs without Management’s written approval.
- 34.16 **Window Air Conditioners.** Window air conditioners will be permitted only in exceptional circumstances, with the written approval of Management. A Plot Plan and Lot Improvement Form with a description of the installation must be submitted to Management for written approval.
- 34.17 No swimming pools on lots are allowed.
- 34.18 The Resort Management may install fences, barriers, walls or hindrances, at its’ discretion. Residents may not install fences, barriers, walls or hindrances on their lot without Management approval and at their discretion. These structures cannot interfere with utilities. No fence, barrier, wall or hindrance shall be installed on any lot without prior approval by Resort Management. If under management compliance, Railings may be installed around patios, decks or porches.
- 34.19 No wood burning fires, BBQs or smokers are allowed, unless within designated areas or with management approval. Some gas and/or propane outdoor heating devices may be approved after a written request is submitted.
- 34.20 No rags, ashes, clothes, diapers or other improper articles shall be placed into the sewer system. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of Resident and will be billed to Resident.
- 34.21 Absolutely no outside storage is allowed on driveways, carports, patios and lots.
- 34.22 Unless approved by Management, only patio furniture commercially manufactured for outdoor use is allowed. Furniture or appliances intended for indoor use cannot be placed outdoors.

### **35. FAIRWAYS HOMES**

In order to maintain the integrity of the Fairways Development, the following must be adhered to:

- 35.1 Exterior and trim color of home must be from the approved color palette.
- 35.2 There shall be no additions beyond the 5' of pavers behind the home (including no additional pavers)
- 35.3 Only two items of yard ornamentation are allowed.
- 35.4 All changes to the original exterior of the home, including, concrete, pavers, carports, garages, etc., must be submitted to Management for written approval.
- 35.5 The landscaping will be maintained by The Resort. Homeowners shall not plant any additional trees, shrubs, etc. You may place pots on the porch or patio area.
- 35.6 Any grass areas will be maintained by The Resort.
- 35.7 Home owners must maintain the exterior of their home in a neat, clean manner and the paint must be free of chipping.
- 35.8 All improvements must be submitted to Management for prior approval.

### **36.0 VILLAGE HOMES**

In order to maintain the integrity of the Village Homes Development, the following must be adhered to:

- 36.1 Awnings – must be retractable due to set backs and only those approved may be used.
- 36.2 No fences or walls are permitted.
- 36.3 Golf screens and porch screening - only those approved by Management may be used.
- 36.4 All improvements must be submitted to Management for prior approval.

### **37.0 SELLING YOUR RV, PARK MODEL, OR MANUFACTURED HOME**

- 37.1 Seller and buyer/transferee must contact Management, in writing, at least 30 days prior, to schedule an inspection of the home to determine whether Management will require any items to be repaired, replaced or upgraded. Management's cursory inspection is for the sole benefit of The Resort and shall not serve as any representation or warranty as to the safety, condition or adequacy of the home or lot, or the extent of the necessary upgrades or repairs. Owner/buyer/transferee should obtain their own independent inspection. You must always have a signed, approved, Presale and Improvement Approval Request form prior to completing the sale. A Copy of the Bill of Sale must be given to management upon transfer of ownership.
- 37.2 **Sale or Transfer of Homes in Place.** If a homeowner desires to sell or transfer ownership of their lot or home in place, contemplating that the home will remain in The Resort after the transaction, the parties must first:
  - 37.2.1 Obtain Management's written consent for the home to remain in the Resort (after completion of an inspection of the home by Management or their designated inspectors).
  - 37.2.2 The prospective buyer/homeowner must apply for tenancy.
  - 37.2.3 Both the seller and prospective buyer/homeowner must obtain written confirmation from Management, prior to the sale or transfer of the home, confirming that the prospective buyer/homeowner has been approved for tenancy.
  - 37.2.4 Seller and prospective buyer/homeowner must also comply with the requirements of Sections "38.3" – "38.6" below.
- 37.3 **Removal or Required Improvements Upon Sale or Transfer of Ownership or Homes.** Prior to the sale, transfer or change of ownership of any home in The Resort and if the prospective owner desires for the home to remain in The Resort, Management may require that certain repairs, remodeling, reconstruction or improvements be performed to the home or lot including but not limited to:
  - 37.3.1 The improvements required by the Rules, Statement of Policy, Lease and any other Resort Documents in existence at the time.
  - 37.3.2 Bringing the home exterior and interior up to current fire and safety standards.
  - 37.3.3 Bringing the home up to current Resort standards in order to preserve and/or upgrade the appearance, safety and quality of the home or home site.

## **SELLING YOUR RV, PARK MODEL, OR MANUFACTURED HOME – Continued**

- 37.3.4 When contemplating any such transaction, the seller and prospective buyer must contact Management to schedule an inspection to determine whether any items require repair or improvement. Management’s cursory inspection shall not serve as a representation or warranty as to the condition of the home or its safety.
- 37.4 **New Residents.** A new Lease must be signed by each new Resident/Homeowner who is accepted for tenancy. New Residents must provide Management with sales documents requested by Management and a copy of the title to the home, where available, indicated they are the owners.
- 37.5 **Removal of Non-Conforming Homes.** Upon the sale, transfer or change of ownership of a home, The Resort reserves the right to require that the home be removed from The Resort within sixty (60) days if the home:
- 37.5.1 Is not compatible with the other homes in The Resort;
- 37.5.2 Does not conform to the other homes in The Resort;
- 37.5.3 Does not meet the Resort’s policy, of preserving or upgrading The Resort, which are in existence at the time of the transaction.
- 37.5.4 Has not had the required improvements performed under section 37.3 Removal or Requirement Improvements Upon Sale or Transfer of Ownership
- 37.5.5 Is rundown or in disrepair
- 37.5.6 If the seller or owner has not fully complied with the requirements imposed under these Rules.
- 37.6 **Violation.** The sale or transfer of a home in The Resort in violation of the foregoing provisions shall be deemed a material breach and will require that the home be removed.
- 37.7 All prospective residents must meet the residency criteria (i.e., 55+ restrictions) and complete a screening process. Processing fees are applicable.
- 37.8 **Lease.** All homes must be owner occupied unless otherwise approved in writing by Management. A new Lease must be signed by each new Resident who is accepted by Management. New Resident must provide Management with a bill of sale and copy of the title to the home, or other ownership documents acceptable to Management.
- 37.9 Administrative Transfer Fee of \$500.00 to be paid on all Annual RV Lots.
- 37.10 See 34.12.3 “For Sale” and “Open House” Signs.
- 37.11 Homes shall not be removed from The Resort by any person or entity without the landlord’s written Clearance For Removal. Please see The Resort office for a Move-Out Request Form and the Landlords Clearance for Removal Form and for further information.
- 37.12 Buyers should always ask to see the seller’s copy of a signed Presale Approval form to avoid unpleasant surprises.

### **38.0 CONDUCTING BUSINESS IN THE PARK**

- 38.1 Resident’s Lot shall be used solely for residential purposes and occupied only by the persons authorized herein. Unless approved by Management, in writing, Residents shall not engage in any business within The Resort (including babysitting services) shall not perform repairs or maintenance to vehicles anywhere in The Resort (unless there is a designated area) and shall not engage in activities that attract unreasonable quantities of vehicles or invitees.
- 38.2 Except for Resort-wide sales approved by Management, yard sales are not permitted.
- 38.3 The Resort name and address shall not be used for purposes of conducting business, commercial purposes, or for advertising the sale of automobiles, recreational vehicles, homes or any other types of property without Management’s written approval.

### **39.0 OTHER**

- 39.1 RV’s and Park Models are not subject to the Mobile Home Act.
- 39.2 Manufactured Homes are not subject to the RV Act.



- 39.3 **Written Approval.** References in these Rules which refer to a Resident’s need to obtain Management’s consent, approval, permission, or authorization shall mean written consent or approval from the Management prior to the Resident taking action. Any consents or authorizations beyond the scope of Management’s authority must come from an authorized Officer of the Resort.
- 39.4 **Enforcement/Non Waiver.** Management will make reasonable efforts to enforce the Rules or violations of which it is aware. Please notify Management of any perceived violations. Typically, the enforcement of a violation will be a private matter between Management and the affected Resident. The enforcement of the Rules or lack thereof shall not constitute a waiver of the Resort’s right to enforce the Rules. The Resort’s or Management’s waiver, inability or failure in one or more instances to insist upon or obtain strict compliance with the terms, conditions or provisions of these Rules or the Resort Documents shall not be construed as a waiver or relinquishment of any rights to fully enforce the Rules or the Resort Documents. The terms of The Resort Documents also constitute Rules and Regulations, and The Resort Documents are incorporated by this reference into these Rules and Regulations and any violation or default under The Resort Documents shall be deemed a violation of these Rules and Regulations.
- 39.5 **Additional Rules.** All Resort signs, notices or directives that are posted in The Resort are made a part of these Rules and are incorporated herein by this reference.

#### **40.0 MANUFACTURED HOMES TENANTS**

40.1 SEE STATEMENT OF POLICY

#### **41.0 Violations**

41.1 Any violation of these Rules and Regulations, posted rules or signs in The Resort, the Statement of Policy, the Resort Documents, the Arizona Mobile Home Park’s Resident Landlord and Tenant Act (the “Mobile Home Act”) (for mobile and manufactured homes only) or the Arizona Recreational Vehicle Long-Term Space Act (for applicable recreation vehicle tenancies) shall be treated as a violation of these Rules and Regulations and of your Lease.

#### **42.0 Fair Meaning**

42.1 The words and phrases used in these Rules shall be given their fair meaning and are to be liberally and expansively construed to meet the intent of the Rules as a whole, so as to maximize the rights and remedies of the Management to properly manage, supervise and control the activities within the Resort and to provide for the greater good of The Resort.

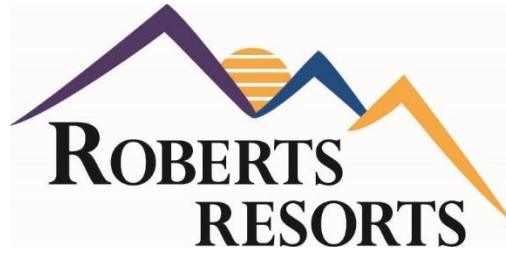
#### **43.0 Management Limitations**

43.1 Except as discretion is specifically granted in the Resort Documents, Management is NOT AUTHORIZED to modify (verbally or in writing) the terms and conditions of the Rules or other Resort Documents. **Any transactions or modifications made contrary to the foregoing are not authorized and shall not be binding on The Resort.**

**SEE ROBERTS RESORTS LOT IMPROVEMENT SPECIFICATIONS AND THE PRESALE/LOT IMPROVEMENT FORM FOR INFORMATION REGARDING THE FOLLOWING:**

Shed, Awning and Arizona Rooms	Air Conditioners	Bay Windows
Plot Plans	Electrical	Shade Arbor
Trellis	Landscape	Golf Ball Protection
Skirting	Satellite Dishes	Home Entrance Stairs
Sun Screens	Paint	Set Backs
Cart Access		

**Headings.** The section headings, titles and descriptions contained in these Rules are for purposes of convenience and reference only, and do not limit or define the scope of coverage under these Rules.



## **LOT IMPROVEMENT SPECIFICATIONS RV'S, PARK MODELS AND MOBILE HOMES**

**These Lot Improvement Specification are incorporated by reference as part of the Rules and Regulations.**

It is the intent of these specifications to have all lots improved to a uniform and aesthetic appearance. All construction shall be in accordance with the "Uniform Building Code", and must be presented on a plot plan drawn to scale. Plans and specifications shall be submitted to the office for approval at least 72 hours before a Park Model is to be placed or any work undertaken.

Plans for any improvement to any lot, including but not restricted to: sheds, park models, mobile homes, RV's, fixed awnings, patio extensions, concrete slabs, any plantings, decks, extra rooms, etc. must be submitted to the office and receive written approval before commencing any changes, improvements, additions or alterations.

**No construction, improvements or changes shall commence without a written approved plot plan.** For your convenience blank Plot Plan forms are available at The Resort Office.

Building permits are also required for awnings and additions, i.e. Arizona Rooms. The City will likely ask for a Resort approved plot plan prior to issuing a permit. Check with the City to see what they require. The specifications are subject to revision at any time.

**Home Size Requirements.** Only new homes are permitted to be installed in The Resort. The Resort may permit, in its sole discretion, model homes or resale homes to be placed on lots in The Resort. The size of homes permitted on an individual lot is dependent upon the size of the lot, the location within the Resort and the set-back requirements. This information will be communicated to prospective residents upon selection of a potential lot. In certain circumstances, variations could be allowed in order to accommodate an irregular lot, to meet requirements imposed by law, to fit small or unusual lots or to permit The Resort to reduce or eliminate vacancies. All homes must be pre-approved by the Management, in writing, prior to installation.

**The use of lattice is not permitted.**

### **1. SHED, AWNING & ARIZONA ROOMS/SCREENED ROOMS**

- a. Only one professionally constructed storage shed per lot shall be allowed. The shed shall be no larger than 10' x 12', (120 sq. ft. total) and not smaller than 6 feet wide and 8 feet deep or no less than 48 sq. ft. Sidewalls shall be 7 feet to the eave and the roof shall be a gable with 2" x 12" pitch and the ridge to run parallel with the front to the back of the lot. Therefore, this excludes all types of portable (i.e., vinyl, rubber, plastic, metal, etc.) storage units.
- b. If there is an awning over the shed, the walls can extend to the underside of the awning.
- c. Siding and color shall be compatible with the home, park model or RV on the lot.
- d. No shed shall be constructed so that the cart/s can enter from the rear of shed (meaning doors cannot face-golf course) or for corner lots, from the sides.
- e. "Arizona Rooms/Screened Rooms" could be added to a unit but shall remain in the confines of the area of the lot designated for a structure including the unit and storage shed and conforming to the setback requirements.

- f. There shall be ample area on the concrete driveway to park a full size automobile or pickup truck completely off the street. The minimum driveway must be 8' x 20' or 160 sq. ft. (See Plot Plan form).
- g. Awnings, which are classified as permanent, as opposed to canvas awnings on a mobile R.V., shall be attached solidly to the side of the park model, Arizona Room or home so that at least one side of the awning shall have a continuous permanent mounting and shall be constructed of structural aluminum. No freestanding or portable awnings, canopies or cantilevered struts will be permitted.
- h. See also Item 15 – Paint.
- i. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

## **2. AIR CONDITIONERS**

- a. Air conditioner shall be installed at ground level, behind the unit, at the end farthest from the street. No side placement of air conditioners will be permitted without prior approval by Management.
- b. Window air conditioners will be permitted only in exceptional circumstances, with the written approval of Management
- c. Management must approve any changes to location or installations of an air conditioner.
- d. Evaporative type coolers are not allowed.
- e. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

## **3. BAY AND GARDEN WINDOWS**

- a. Bay (bow) window may be installed, or originally built on the side of a unit. Restrictive setbacks will apply.
- b. A garden window can be used if it is no larger than 5 feet wide and does not protrude from the exterior wall more than 12 inches and is no closer to the interior floor than 2 feet. Restrictive set-backs will apply.
- c. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

## **4. PLOT PLAN (drawn to 1/8" =1' scale) TO INCLUDE:**

- a. Concrete slabs with measurements and distances to property lines.
- b. Floor plan of all structures. Show exact measurements from structure to property lines and method of construction.
- c. Elevation drawing of unit, awning and/or shed to show height and width measurements of window and door placement.
- d. Description of exterior material of unit, extra room and shed.
- e. All plantings and yard decorative items. Any additions must be submitted for written approval.
- f. Names and numbers of colors for all exterior structures must be listed and correspond to our color chart.
- g. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

## **5. ELECTRICAL – PARK MODELS**

- a. All pedestals will be changed to match the amperage of the electric cords i.e., a 50-amp cord will plug into a 50-amp plug and breaker and a 40-amp cord will plug into a 40-amp plug and breaker. No extension or adapter pigtailed are to be used at any time. The use of these items not only violates City code but is also a hazard to the consumer. Any and all modifications will be done according to the Arizona Electrical Code and Standards and approved by the City.
- b. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

**THESE CHANGES ARE THE SOLE RESPONSIBILITY OF THE PARTY PURCHASING  
THE PARK MODEL**

**6. SEWER CONNECTIONS – RECREATIONAL VEHICLES**

- a. All sewer hoses or pipes, whether exposed or under an R.V. shall be leak proof and shall be elevated so there is a continuous slope of no less than ¼ inch per foot and supported the entire length from the R.V. to the sewer connection.

**7. SHADE ARBOR (RAMADA)**

- a. Permanent arbor type patio shades may be constructed, with a complete set of detailed drawings, including construction method and materials, location, type of plants, etc. submitted to Management for approval. Different standards are applicable based on the type of unit.
- b. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

**8. LANDSCAPING**

- a. Landscaping is allowed by annual residents and home residents and must be maintained by the resident.
- b. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

**9. GOLF BALL PROTECTION**

- a. Several companies provide the type of structure that will provide a uniform and aesthetically pleasing appearance.
  - i. The frame should be 2" x 2" extruded heavy-duty aluminum screen frame.
  - ii. The screening materials should be 80% textaline sunscreen mesh.
  - iii. Steel reinforced posts (provide stability to screen frame)
  - iv. Ground anchors 18" to 24" deep
  - v. The screen shall be level and taut.
  - vi. Bottom of screen panel to begin approximately 30" above grade.
  - vii. The screen should not be higher than the eave of your home.
- b. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.
- c. Living near a golf course comes with inherent risks from projectiles. The Resort assumes no responsibility for any damages or losses.

**10. SKIRTING (Including Deck Skirting)**

- a. Skirting must be of the same material and color as the dwelling. Lattice is not an acceptable material for skirting.
- b. Any changes to the skirting must be approved by Management.
- c. RV skirting must be designed, manufactured and of a material for the exclusive use of RV's.
- d. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

## 11. SATELLITE DISHES

- a. No exterior radio or television antennas or dishes, or similar items can be erected on the home or the space except in compliance with this rule.
  - i. Antennas one meter or less in diameter or diagonal measurement which are designed for over-the-air receptions of signals from satellite, wireless cable or television broadcasting facilities, together with their associated mounting hardware and mast, if applicable, may be installed subject to the following restrictions:
    1. The installation must be as inconspicuous as possible so as to blend with the environment.
    2. A mast cannot be higher than the height necessary to establish line of sight contact with the transmitter, and in any event, it cannot be higher than the minimum height required by applicable law or regulation.
    3. All locations, manner of installation, screening and color must comply with these restrictions. Locations on the space must be pre-approved by The resort. It is recommended that all installations be reviewed with Resort management before actual work is commenced to ensure that these restrictions will not be violated.

## 12. HOME ENTRANCE STAIRS

- a. Temporary redwood steps are to be replaced with permanently attached steps within 30 days of setting of unit.
- b. After 30 days, redwood steps must be removed from the space and cannot be used for yard ornamentation or any other purpose.
- c. Freestanding steps used for RV's only must be removed when the RV leaves the Resort.
- d. Hand railing must be present for safety purposes.

## 13. SUN SCREENS

- a. Sunscreens must be in a color that complements the dwelling.
- b. The material must be 80% textaline sunscreen mesh. Skirting, soffit and lattice are not acceptable materials.
- c. Sunscreens can be attached between the awning supports by framing the screening material. The frame should be 2" x 2" extruded heavy-duty aluminum screen frame.
- d. The material must be taut and straight within the frame.
- e. The screen must start 30" above grade and can be no more than 10' to the top.
- f. Temporary or roll up type shades must be aesthetically pleasing and continuously maintained. Venetian blinds, roman shades and the like are not allowed. Only materials developed for outdoor use can be used with prior approval.
- g. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

## 14. PAINT

- a. Anyone painting a structure or driveway must have the color approved. Paint must be in desert colors only. A paint chip must be submitted with your Improvement Request. A color chart is available in the office. Some further restrictions apply to Village and Fairways homes.
- b. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.

## 15. SETBACKS

- a. A park model or R.V. must be 5 foot from the front curb, (with some approved exceptions) and no structure or concrete slab shall be closer to either side or rear property line than 5 feet. Awnings must comply with City building codes.

- b. Setbacks for mobile homes vary, depending upon location in The Resort and will be duly noted on you approved plot plan.

## 16. CART ACCESS

- a. If a golf cart is to be driven or parked while in residence, at the side or rear of a lot, a stepping stone type driveway may, though not required, be constructed so the cart is not driven on the gravel. Concrete slabs are not allowed due to maintenance of underground services. Carts must be parked parallel to the residence, not perpendicular.
- b. A detailed Plot Plan and/or a Lot Improvement Form must be submitted, to Management, with the pertinent details, for approval before any construction, additions of any kind, improvements or changes are made.
- c. Carts shall not be stored in the setback during extended absences.

## 17. LIGHTING

- a. All new exterior lighting or modifications to existing lighting on the exterior of any home or at any lot must be approved by Management.

## 18. Required Improvements for Homes Within 30 Days of Move-In.

Each of the following improvements and items must be performed/installed to homes within 30 days after a home is installed. This provision applies to new and existing homes.

- a. **Set Up.** Homes must be set up per the manufacturer's specification and all local laws.
- b. **Hitch.** Must be removed and stored out of sight.
- c. **House Number.** The applicable address/lot number must be installed on the street side of home, in professional quality lettering between 3 inches to 6 inches tall.
- d. **Skirting.** The entire perimeter of the home must be skirted. Skirting must be high grade vinyl, aluminum or other materials approved by Management and must match the color of the home.
- e. **Awnings.** Carport and patio awnings matching the home and must be pre-approved by Management.
- f. **Steps.** Must be installed to every door to the home and must be constructed of commercial quality fiberglass, concrete, vinyl or wood (only if completely covered in approved materials so that no wood is exposed) or part of a deck constructed with pressure treated materials. Unless otherwise mandated by law, each set of stairs must have a minimum of three steps, each a minimum of three (3) feet wide and must have at least one hand railing. Management must approve the size, materials, quality of construction, in advance. Management **may** permit special accommodations to persons with disabilities or impairments.
- g. **Landscaping.** Within 30 days after move in, the Resident shall landscape the entire lot with appropriate desert landscaping materials and a written landscape plan must be approved in advance by the Management (including decorative rock). All rock areas must be at least two (2) inches deep and regularly raked and maintained. A minimum three foot clearance must be maintained around utility pedestals. Existing plants will must be trimmed or removed if necessary for proper access to utility pedestals.
- h. **Inspection Prior to Occupancy.** Prior to occupancy and before utilities are connected, the home installation must be approved by the applicable governmental inspector(s), if required.
- i. **Antennas.** Except as stated in our Lot Specifications, exterior antennas are not permitted.

## 19. RENTAL LOT LINES

- a. There are no official property lines, lot lines or divisions for rental lots. Such lots shall consist of a rough approximation of the lots shown on a map of The Resort maintained in the Management office. The Resort shall not be liable for variances between the map and the actual location of the homes or improvements. Lot boundaries are approximate and flexible and are generally based on the size of the homes, the particular lot, and code and set-back requirements. Lot boundaries may be modified by The Resort, as necessary to accommodate home improvements and the needs of The Resort. In addition, as set-back requirements and the shapes and sizes of homes change, the approximate boundaries between homes may be reasonably adjusted. Such changes could affect and require the relocation or removal of landscaping, vegetation, storage sheds, or other improvements. Any such modification shall not result in a change in the rental rate.