

PUEBLO EL MIRAGE

11201 North El Mirage Road
El Mirage, Arizona 85335

An Age 55+ Resort Community

RULES AND REGULATIONS



EFFECTIVE FALL 2022

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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 and directives posted in the Resort are incorporated by this reference into these Rules, are also incorporated into your Rental Agreement and tenancy, and apply throughout the Resort.

1. **DEFINITIONS.** See Definition Sheet for the terms applicable to these Rules, most of which are capitalized herein. Also, as used herein, the term “**Home**” refers to a factory-built mobile home, manufactured home, RV, Park Model home, Camper, or trailer, or an apartment or other dwelling unit in the Resort, and all Improvements to any of the foregoing.

2. **TENANCY REQUIREMENTS.** The Resort is an age restricted community. All potential tenants must apply for residency and meet the Resort’s current standards existing at the time of application. Information and an application are available at the Management Office.

3. **EMERGENCIES.** Call 911 first. Then, if needed, contact the Management. Management’s after hours emergency phone number is _____ (For emergencies only). If you experience or witness any unlawful act, please report them to local law enforcement and the Management.

4. **GUEST AND VISITORS.**

A. **Guest Registration.** Guests and Visitors of all ages must be registered at the Management Office immediately upon arrival and obtain a name badge.

B. **Time Limit.** Mobile/manufactured home adult Guests are limited to 30 days in any 12-month period and Park Model and RV adult Guests are limited to 14 days in any 12-month period. Minors may stay overnight with a Tenant up to seven (7) days annually.

C. **Guest Fees.** Please see your Rental Agreement for applicable fees and timing.

D. **Name Badges.** Badges must be worn by Guests and Visitors when away from your Lot and to all activities and Resort Facilities. Upon arrival, Guest staying 30 days or more will receive a personalized name badge from the Management Office. Guest staying less than 30 days may purchase a personalized name badge or pick up a Guest badge at the Management Office (subject to a deposit which is refundable when returned in good condition), if applicable. Name badges must be presented to obtain a Tenant golf discount, if applicable. Lot owners are exempt from paying Guest Fees (if applicable).

E. **Tenant Responsibility to Educate Others.** Everyone in the Resort is subject to the Rules, Resort Documents and applicable laws. Tenants are responsible for educating their Residents, Guests, Visitors and Invitees on the applicable Rules, Resort Document provisions and laws, and are responsible for the conduct of, and liabilities and damages caused by the foregoing individuals. Additionally, the foregoing individuals shall not be in the Resort or use Resort Facilities without a host Tenant or Resident being present. A breach of the foregoing shall be deemed a failure by Tenant to perform an express term of these Rules.

5. **RESORT FACILITIES.**

A. **Use of Resort Property and Facilities.** Management reserves the right to control access to and the use of all Resort Facilities and property. The use of Resort Facilities may be restricted or revoked for improper conduct. Additional policies applicable to the Resort’s facilities are contained later in these Rules.

B. **Changes to Common Areas and Resort Facilities.** The current condition, content or 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.

6. **TENANT INFORMATION AND HOME OWNERSHIP.** Tenants must maintain with Management a current telephone number and alternate mailing address, if seasonal residents, and immediately notify Management of any change. At all times, at least one of the Tenants on the Rental Agreement must be a registered owner of the Home occupying their Lot.

7. **EXTENDED ABSENCES AND SEASONAL TENANTS. Ongoing Maintenance Responsibilities.** Periodic or seasonal Tenants, and those who will be absent from the Resort for more than 30 days, must notify the Management Office upon arrival and departure, **must arrange for the care of their Home and Lot** (including watering, weed and pest control, and as required by these Rules and the Rental Agreement) during absences, and must provide the Management with the name and contact information of the person who Tenant has designated to be the responsible caretaker to undertake the foregoing care. Tenants should also notify the Post Office and utility services of arrivals and departures.

8. NOISE/QUIET HOURS/PRIVACY/CONDUCT.

A. Quiet Hours. Quiet hours are from 10:00 p.m. until 6:00 a.m., during which time loud or disruptive sounds are not permitted (including, but not limited to radios, televisions, musical instruments, sound emitting devices, etc.) unless Approved by Management. Additionally, unless otherwise Approved by the Management, Tenants must not create or permit noisy or disruptive sounds at their Lot at any time. Construction/set-up and disassembly hours are 8:00 a.m. to 6:00 p.m. Monday through Friday. The curfew for minors shall be the same as any adopted by the local government.

B. Cameras/Privacy. Unmanned or remote controlled vehicles, aircraft, drones, security cameras, doorbell cameras, vehicle cameras, and similar recording devices shall not be aimed at other Homes or Lots or invade the privacy of others. Management may, at any time, require confirmation of the foregoing and/or reasonably enter a Lot to inspect and determine compliance.

C. Tenant Disputes. Under the law, the Resort 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 their dispute unless the Resort is expressly required by law to intervene

D. Prohibited Individuals. Management has the right to prevent access to, and remove from the Resort, anyone deemed objectionable, including, but not limited to, individuals: whose tenancy was previously relinquished, terminated or subjected to an eviction action (other than for non-payment of rent) or Abandonment; denied tenancy or access as a Invitee; not qualified for tenancy; who are disruptive; or who have engaged in certain types of 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 also 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.

E. Security Alarms. All security alarm devices in Homes which emit an exterior light or sound must be monitored by a monitoring service 24/7, Approved in advance by Management and comply with the Rules and all applicable laws. 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 cause an alarm or siren which is malfunctioning or violates this policy to be disabled

9. MANAGEMENT & MISCELLANEOUS.

A. Violations of The Law. The Resort and Management may, in their sole and absolute discretion and without obligation, enforce any Rule or violation of the law in the Resort.

B. Laws/Contracts. Tenants and their Invitees shall not violate any law or engage in or permit any act or omission in violation of any Rule or law, or that would place the Resort in breach or violation of any law or contract.

C. Requests/Concerns. 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. Reporting or filing a frivolous or unjustified complaint, or failing or refusing to participate in the prosecution of a filed complaint or to testify, if requested, may be treated as a material breach.

If a Tenant is not satisfied with Management's handling or resolution of a matter, or if a Tenant asserts that the Management is the source of harassment or other problematic conduct, Tenant may report the incident, in writing, to Roberts Resorts Attention: Operations 8350 E. Raintree Drive, Suite 220, Scottsdale, Arizona 85260.

D. Inspections. Management and its agents may enter a Lot at reasonable times and for reasonable purposes including, but not limited to, inspections, enforcement, maintenance or repairs, management purposes, collections, issuing notices, communicating with individuals, and for legal purposes. Management may enter a Home only with the consent of an occupant.

E. Maintenance/ Problem Conditions/Violations. Tenants shall immediately contact the Management about any perceived unfit, unsafe or hazardous condition in the Resort; any injury sustained within the Resort (except within Tenant's Home); a problem requiring maintenance or repair; or a material breach or violation. Regarding a reported breach or 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 offender.

F. Management/Resort Discretion. Whenever any Resort Document or law allows the Resort or Management to make a determination on compliance, alterations, maintenance, violations, Approvals, etc., or if an interpretation of the Resort Documents is necessary, the Resort or Management, as the case may be, has the right to exercise their sole and absolute discretion in making that determination or interpretation, which decision/determination shall be final.

G. Approvals/Consents. As used in these Rules and the other Resort Documents, the terms “**Approve**”, “**Approval**”, “**pre-Approved**”, “**authorized**”, “**authorization**”, “**consent**” or “**permission**” (or versions thereof) mean a **written authorization in advance of taking action** from a Managing Member of the Resort’s Owner, unless a Resort Document expressly permits the Management to grant such a written Authorization. A lack of response is not an approval. It is the responsibility of each Tenant to maintain a record and provide proof of all such Approvals for future reference.

10. COURTESY SERVICES.

A. Lost and Found. Check with the Management Office for any lost or found items.

B. Photocopies. Photocopies may be available for a nominal fee at the Activity Office between the hours of 8:30 a.m. and noon, Monday through Friday during peak season.

C. Fax/Outgoing Scanning/E-Mail Services. These services may be available for a nominal fee at the Management Office between the hours of 8:30 a.m. and noon, Monday through Friday.

D. Internet Services and Access. High-speed internet service and Wi-Fi are available at certain Resort Facilities.

11. INSURANCE.

A. Home and Liability Insurance. Unless otherwise Approved by Management, Tenant shall maintain insurance to cover property damage losses to their Home and Improvements in an amount not less than the fair market value of the same and liability insurance in the sum of not less than \$100,000 per incident. Unless unfeasible to obtain, **said policy of liability insurance shall name the Resort as an additional insured and include a provision which requires the insurance carrier to give the Resort not less than thirty (30) days written notice prior to any cancellation or modification of such coverage**. Within 10 days of a request, Tenant shall provide Management with the name of their insurance carrier, policy number, local agent, a copy of their policy and certificate/declaration of insurance and updated information. If Tenant fails to deliver such information or if any such policy is canceled or materially modified without Management’s Approval, the Resort may, at its option and without liability, obtain such insurance at Tenant’s expense, which shall be charged as Additional Rent. Failure to keep insurance in place or to deliver requested information is a material breach. The Resort shall allow Tenant to maintain insurance claims and receive such proceeds to apply to Tenant’s obligations under the law, Resort Documents and Management directives. If Tenant fails to timely perform, or manifests an intent not to timely perform the repairs, restoration, clean-up, maintenance, safeguarding, or other required obligations, Tenant hereby assigns to the Resort, at the Resorts sole option, the right to receive proceeds from Tenant's insurance, pursuant to an insurance policy or from any other person obligated (whether by contract or by negligent or tortious conduct) to undertake the foregoing and/or remove the Home or Improvements. The Resort may effectuate this Assignment by giving notice to Tenant and the insurance provider and/or obligated parties. The Resort reserves the right, at any time, to reassign such right to Tenant, thereby relieving the Resort of any obligation to pursue such claims on Tenant's behalf.

12. ACCOMMODATIONS.

A. Reasonable Accommodations. The Resort may grant accommodations to persons with a legitimate disability or impairment.

B. Caregivers/Support Services For the Disabled. A Tenant or approved Resident who has a disability as defined in A.R.S. §41-1491 may, without a fee by the Resort, have caregivers (a “**Caregiver**”) occupy Resident’s Home to provide necessary health care, personal care or supportive services (collectively, “**Services**”), including live-in care, if necessary to afford the person with the disability an equal opportunity to use and enjoy their Home. Prior to commencing live-in care, Management may require a Caregiver to pass a criminal background screening. Tenant/Resident and/or Caregiver must, if requested by the Management, submit reliable documentation supporting the disability and the disability-related need for a Caregiver. If a Caregiver is approved by the Resort, Tenant, Resident and/or the Caregiver may be required to sign a Caregiver Addendum. Caregivers must comply with the Rules and Regulations, they have no rights of tenancy, and any agreement between the Tenant/Resident and Caregiver does not the modify terms of the Resort Documents.

13. ENTRY/EXIT GATES.

A. Lost or Unreturned Keys and Devices. Access keys, transmitters, fobs, gate openers and/or access cards (collectively, “access devices”) may be used in the Resort. 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 or access devices (including those in the possession of others) and reimbursing the Resort for administrative charges incurred in the re-keying, re-coding and reissuance at the rate of \$50.00 per instance.

B. Gate Staffing. The main entry gate is staffed during the hours posted. The gate staff are not security guards.

C. After Hours-Access. After hours gate access for Tenants/Residents is via an access device. Access devices are available for purchase at the Management Office and access codes must be obtained in-person, not via telephone or e-mail.

D. Guests/Visitors/Invitees. Afterhours access by third parties requires entering a Tenant’s directory code at the gate keypad (applicable only if a Tenant has a cell phone or landline). In all other events, an authorized Tenant/Resident must meet the third party at the gate to provide entry. **It is a material breach to give an access device or code to unauthorized individuals.**

E. Damages. Tenants are responsible for all damages caused by themselves, their Residents and Invitees resulting from pushing open or otherwise damaging any gate. A minimum \$25.00 administrative fee shall also apply to any such incident.

F. Not Security. Electronic or manual access gates or doors are not security devices.

14. MAIL/PACKAGES/MESSAGES.

A. Messages & Deliveries. Management cannot accept messages or deliveries for Tenants.

B. Bulletin Board. A bulletin board for short term messages is located in the lobby.

C. Seasonal and Short-Term Residents. For seasonal or short-term residents, mail service will commence upon checking in for the season with the Management Office, and you will be issued a form to provide to the Resort’s Post Office.

D. Mail Service. General mail delivery service is not available in the Resort.

E. Mailbox. Mail will be deposited into locked boxes at the Resort’s Post Office. The box number will correspond to your Lot number. Mail is generally available by 3:00 p.m., Monday through Saturday.

F. Keys. A mailbox key may be purchased at the Management Office and must be returned by short-term or seasonal residents at the end of their stay.

G. Mail Forwarding. When away from the Resort for the season or for more than 14 days, Tenants must provide to the Resort’s Post Office a forwarding address and labels or mail will be returned to sender, if feasible. Unless otherwise Approved by the Management, labels must be on 4 ½ x 6 inch label sheets and **cannot be clear labels**. Individual labels are to be no smaller than 1 x 2 5/8 inches- **NO EXCEPTIONS**. The required label format is as follows:

Your Name
Street or PO Box Number
City, Street and Zip Code

Mail to an international address cannot be forwarded.

- (1) Only one mail forwarding address per season.
- (2) The Resort does not and is not responsible for holding mail.

H. Packages. Packages delivered by any service WILL NOT be accepted at the Management Office or the Resort’s Post Office. Please make other arrangements.

15. PROHIBITED CONDUCT.

The following acts are examples of conduct that are prohibited in the Resort:

- A. Violation of any law, Rule or ordinance;
- B. Public use of an unlawful or controlled substance (including medical marijuana);
- C. Engaging in or facilitating any criminal activity;

- D. Entering any Resort Facility outside of designated hours or using Resort Facilities contrary to the Rules, signage, or Management's directives;
- E. The leasing, subleasing, short-term or vacation rental, sale, or exchange of Homes (except as otherwise provided in the Resort Documents, and excluding such actions by Landlord, Landlord's affiliates and related entities) or occupancy by individuals who have not been Approved, in writing, by the Management;
- F. Outdoor furniture unless commercially manufactured for outdoor use (furniture intended for indoor use cannot be used outdoors);
- G. Outdoor appliances (unless Approved by the Management);
- H. Outdoor storage on a driveway, carport, patio, or Lot (including tools, bicycles, and sports equipment) except as otherwise provided in these Rules;
- I. Fireworks;
- J. Open fires and wood burning fire pits;
- K. Wood burning or pellet stoves or smokers;
- L. Wood and storage piles;
- M. Unmanned or remote controlled vehicles, aircraft and drones;
- N. Business or commercial activities (including childcare), trades or other non-residential uses;
- O. Any nuisance, waste, offensive odor or sound (including loud radios, musical instruments, sound emitting devices, etc.), or any other similar conduct or condition that is disturbing, including those which may disturb the quiet enjoyment of other Tenants;
- P. Using, entering, crossing, or otherwise trespassing on other Lots whether on foot, golf cart, or other modes of transportation;
- Q. Recreational equipment on Lots (trampolines, swing sets, play sets, inflatables, swimming/wading/play pools, and similar items);
- R. 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 disturbing sounds, parties, gatherings, nuisances, public intoxication, excessive vehicles, and all other forms of disruption;
- S. Public urinating, defecating, unsanitary or offensive clothing or hygiene, or other unsanitary acts;
- T. Any act or omission which may subject the Resort to liability risks, violations of the law, increase the Resort's rate of insurance, or which may cause the risk of cancellation of any contract or policy of insurance;
- U. Permitting, keeping, using or selling any article which may be prohibited by standard fire or liability insurance policies;
- V. Interfering with the Resort's contractual or business relationships, or the Management's ability to effectively manage the Resort;
- W. Damage or destruction of property;
- X. Unreasonable quantities of police or law enforcement responses to a Home, Lot, Tenant, Resident, or Invitee (subject to certain exceptions under the law);
- Y. Actions which may be dangerous or may create a health or safety risk, or which are contrary to any directive by the Management;
- Z. Climbing on or over any fence, building or Improvement;
- AA. The discharge, public display, use or threatened use of a firearm or other weapon (see weapons policy below);

16. CONDITIONAL 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 Resort'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 a prior invitation). Immediately notify the Management of any violations.
- C. 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);
- D. Activities that attract an excessive quantity of Invitees (as determined by Management);
- E. Noisy machinery or equipment;
- F. Street activities;
- G. Exterior speakers, horns, whistles, bells, or other sound devices.

17. WEAPONS/FIREARMS. Only persons lawfully permitted to have a weapon may store or possess a weapon in the Resort. Weapons must be kept inside a Home, locked vehicle or locked vehicle compartment and must be secured and not visible from outside of the Home or vehicle. 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. 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 except by law enforcement personnel in the course of undertaking official duties or as otherwise permitted or restricted by A.R.S. § 12-781. A violation may be treated as a material and irreparable breach and grounds for terminating a tenancy.

18. 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.

19. BICYCLES, GOLF CARTS, SKATEBOARDS, ETC.

A. Bicycles. Bicycles can ONLY be driven on the streets in the Resort and must have reflectors and a functioning light on the front and rear when used after dusk. Operators must obey all traffic signs (including stop signs), all applicable vehicle Rules and shall not drive over or park on vacant Lots or landscaped areas.

B. Sidewalks and Walkways. Sidewalks and walkways are limited to pedestrians and ADA compliant mobility aids.

C. Skates/Skateboards/Scooters. Skates, skateboards, scooters, Segway's and the like are prohibited in the Resort.

D. Bicycle Racks. Bicycle racks are located in various locations in the Resort. Racks must be used where available.

20. GOLF CARTS.

A. Operations. Golf carts must be operated only by licensed drivers, ONLY driven on the streets (not sidewalks) in the Resort and must have reflectors and a functioning light on the front and rear when used after dusk. Operators must obey all traffic signs (including stop signs), all applicable vehicle Rules and shall not drive over or park on vacant Lots or landscaped areas.

B. Parking. Golf carts shall not park in handicapped parking spaces without a government issued handicapped placard.

21. VEHICLES-GENERAL.

A. All Vehicles. These vehicle rules apply to all modes of transportation (cars, golf carts, bicycles, recreational vehicles, etc.) unless superseded by a more specific provision provided elsewhere in the Rules.

B. Speed Limit / Safety. **THE SPEED LIMIT IN THE RESORT IS 10 MPH UNLESS OTHERWISE POSTED.** All traffic signs must be obeyed. Motorized and electric vehicles must be licensed, insured and operated only by licensed drivers in a safe and courteous manner only by licensed drivers. Pedestrians, golf carts, mobility devices and bicycles have the right-of-way. Cruising, careless or unsafe driving is prohibited.

C. Quantity of Vehicles. Unless Management has otherwise Approved, a maximum of two (2) vehicles (plus one golf cart) are allowed per Lot provided that no portion of a vehicle extends beyond the permitted boundary of the driveway surface. If a Lot is designated for a RV, only one (1) RV may be parked on the Lot unless Management's otherwise Approves.

D. Motorcycles/Motor Scooters. The term "Motorcycle" shall refer to any and all types of motorized or electric cycle or scooter (but not slow speed electric mobility scooters devices for individuals with disabilities), mini-bike moped and other vehicle having wheels which is 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.

E. Registration. Management may require all Tenant, Resident and Occupant owned vehicles parked in the Resort to be registered at the Management Office.

F. Permits. Annual residents will be issued a vehicle permit at the Management Office. The permit must be placed in the left corner of the windshield and visible. All other Residents will be issued a pass at the Management Office that hangs from the interior rearview mirror.

G. Visitor Permits. Visitors and Guests must obtain a temporary parking permit from the Management Office.

H. No Occupancy. Cooking or sleeping in vehicles other than in a Home, RV or camper Authorized by Management is prohibited.

I. Violations. Speeding and careless driving place lives and property at risk and are serious issues. Violators may be fined \$25.00 for an initial speeding or careless driving violation and \$25.00 per subsequent violation. Violation notices may also be issued. Fines will be reset if no repeat violation occurs within 24 months. A fine of \$25.00 may be assessed for each non-speeding/careless driving violation and Management may restrict or exclude from the Resort any vehicle or driver for non-compliance with the Rules.

J. Tenant Responsibility. Tenants are responsible for vehicles operated by their Residents, Visitors, Guests and Invitees. Additionally, violators may have their vehicles prohibited, driving privileges suspended and/or their tenancy terminated for excessive speed, repeated violations or improper driving by their Residents, Guests, Visitors or Invitees.

K. No Driving Areas. Driving is not permitted on or across vacant lots or areas not designated for driving.

22. PARKING.

A. Designated Parking Areas. Parking is permitted only in designated parking areas and not on vacant lots, landscaped areas or surfaces not designated for parking.

B. No Parking Areas. There is no parking: in **fire lanes**; within 15 feet of a **fire hydrant**; adjacent to red painted curbs; on landscaped areas or vacant Lots; and in areas not designed for parking.

C. No Obstructions. Vehicles must not obstruct access for emergency vehicles, garbage trucks, Home movers, other service vehicles, utility access or the driveway of another Lot. Vehicles parked in a driveway shall not extend into the street or beyond the permitted boundaries of the driveway.

D. Parking Only at Own Lot. Each Lot shall have a sufficiently sized paved driveway to hold to conventional sized vehicles. Tenants shall park only allow vehicles to be parked in the designated parking area on their Lot, and except when visiting, shall not park at the Lot of another Tenant unless Approved by Management.

E. Guest/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.

F. Abandoned Vehicles. Abandoned vehicles are not permitted. Any prohibited vehicle (addressed below) or vehicle not displaying current registration tags, a Resort Permit or not moved for 72 consecutive hours, without approval of the Management, shall be deemed abandoned and is subject to towing at Tenant's expense.

G. Limited On-Street Parking. On street parking is limited to a maximum of one (1) hour. **NO PARKING ON THE STREETS** from dusk until dawn.

(1) RV Loading and Unloading Exception. RV's owned by a Tenant may temporarily be parked in front of their Lot in a safe manner:

- (a) For up to two calendar days or 48 hours, whichever is less, on the original arrival or departure for the season, and at all other times, a RV must be loaded or unloaded as quickly as possible with a maximum time frame of 12 hours.
- (b) A temporary pass is required from the Management office.
- (c) RV's shall not obstruct traffic and a person with keys to the RV must be present at all times in the event the vehicle must immediately be moved.
- (d) The foregoing policy will be strictly enforced.

H. Prohibited Vehicles. Management reserves the right to prohibit any vehicle it deems noisy, problematic, non-conforming to the Rules or a nuisance. The following types of vehicles are expressly prohibited from parking in the Resort unless

otherwise Approved by the Management: vehicles without a current registration and Resort issued permit; inoperable; missing any body panels for more than 14 days; 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, and watercraft; dune buggies, quads, sand rails, side-by-sides, all-terrain vehicles or cycles; snowmobiles; oversized vans or pickups; Campers, motor homes or travel trailers on mobile/manufactured home Lots; 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 6,500 pounds.

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

J. Storage. Vehicles shall not be stored at any Lot. See Management for vehicle storage options.

K. 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 unless the Resort has designated an area for such activities.

(1) Exception: a Tenant or a mobile detailer may wash a Home, RV or golf cart (no other vehicles) **owned by a Tenant** using a low water use power washer. Every attempt should be made to keep water from flowing into the street.

L. Vehicle Washing. Washing vehicles is not permitted more than one time per week per Lot.

M. Leaking Vehicles. Vehicles with minor fluid drips must have a metal or plastic 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. Hazardous Materials. Oils, fluids, chemicals or any other toxic, flammable, combustible, noxious or environmentally hazardous items shall not be deposited in the trash or anywhere else in the Resort, and must be disposed of in a proper manner in accordance with applicable environmental laws. Individuals the law may be prosecuted. **NOTE- Many automobiles parts stores and services centers will accept oils and fluids for disposal.**

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

P. Motor Home Utility Trailers/Dollies. A single enclosed utility trailer, in good repair, may be parked at a Lot with a motor home if the trailer and motor home fit within the designated parking area and do not extend into the street. Additionally, small tow dollies are permitted if tucked under the back end of a motor home when not in use.

Q. Additional Limitations. In addition to the foregoing, Management reserves the right to impose further limitations on vehicles if deemed to be in the best interest of the Resort.

R. Management Exemption. Management is exempt from the driving and parking Rules to the extent necessary to effectively perform maintenance, repairs and management functions.

S. Towing. 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.

23. HEATING / AIR CONDITIONING.

A. No Evaporative Coolers or Window Air Conditioners. Evaporative coolers and window air conditioners are not permitted.

B. Air Conditioners/Heaters. Improvements such as exterior heating and air conditioning equipment must be pre-Approved by Management. 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.

24. HOME AND LOT MAINTENANCE AND RESTRICTIONS.

A. Tenant Maintenance Responsibilities. Tenants shall not allow any portion of their Home, Lot or Improvements whether installed by Tenant or their predecessor, to fall into disrepair or to violate the law or the Resort Documents. Tenants shall maintain, at their cost, their Home, Lot, vehicles, landscaping, permitted decorations, adjacent street(s) and sidewalk(s) areas, 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.

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

C. Health/Safety/Emergency. 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 \$35.00 per hour per worker, **including reasonable administrative overhead of not less than \$150.00 per occurrence**, plus all related costs, all which shall be charged as Additional Rent.

D. Damage to Structures/Improvements. A Home, RV, Camper structure or Improvement that is damaged, burned, unsafe, or otherwise unfit or unlivable, in whole or in part (a “**Damaged Item**”) must be promptly repaired or removed from the Resort. Unless Management otherwise Approves in writing or grants an extension of time, any Damaged Item must be locked and secured, the area surrounding the Damaged Item immediately screened and fenced off to keep people out, and the Damaged Item removed within 30 days (unless a lesser time period is mandated by law or the Management due to dangerous, nuisance or unlawful conditions). If the Damaged Item is not timely repaired or replaced, Management may, at its sole option and without liability, have the necessary work performed (or the Damaged Item removed) at Tenant’s risk and expense and bill Tenant for all such charges, including reasonable administrative overhead of not less than \$150.00 per occurrence plus all related costs.

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 promptly repairing leaking water fixtures and landscape watering systems. Landscape water must not be allowed to flow into the street or cause erosion to a Lot.

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 as window coverings, plastic, wood, and the like, as well as aluminum, tin foil or other similar or 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 or RV, or change to its title, shall be performed that would change its classification from the legal classification at the time it was originally manufactured. As examples, a recreational vehicle cannot be modified or the title changed to be deemed a park model, a park model cannot be modified or the title changed to be deemed a mobile or manufactured home, etc. Additionally, unless expressly Approved in writing by an authorized officer of the Owner of the Resort, a Home cannot be affixed to a Lot nor can an addition or Improvement be made to any Lot, Home or RV that would create a habitable structure, Bedroom or room. A violation of this provision is a material breach and Tenants shall be responsible for all damages and expenses the Resort incurs relating to addressing such a violation.

I. Additions/Add-Ons. Even if a covered or screened patio or Arizona room is Approved, it is not deemed to be Approved as a habitable structure or dwelling room, and no permanent living area, Bedroom, room or structure shall be added to a Home or installed on a Lot.

25. FENCING/RAILINGS.

A. Fences. No fence, barricade, barrier, wall or obstacle may be installed on a Lot unless Approved by the Management or installed by the Resort. Such items shall not interfere with utilities or drainage.

B. Railings. Railings may be installed around patios, deck and porches if Approved by the Management.

26. NO STORAGE SHEDS. New storage sheds are not permitted. Existing storage sheds must be maintained in a good condition.

27. LANDSCAPING/OUTDOOR DECORATIONS.

A. Pre-Approval of All Changes. Landscape Improvements and changes (including outdoor decorations and permanent-type outdoor lighting [such as string lights]) are not permitted unless Approved by the Management or otherwise permitted in the Resort Documents. See “**Improvements**” Section, herein.

B. Yard And Seasonal/Holiday Decorations. A limited quantity of long-term yard decorations (statutory, fountains, sculptures, etc.) may be permitted, subject to Management Approval, limitations and proper maintenance. Permanent-type outdoor lighting (including string lights) are not permitted unless Approved by the Management. A reasonable quantity of tasteful holiday or seasonal 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 holiday or seasonal decorations can only be displayed once per 12-month period and must be removed within 30 days after the applicable holiday.

C. Watering/Replacements. All plants and trees must be properly watered and fertilized by Tenant to remain healthy. Dead plants and trees must be replaced with a like pre-Approved kind and size unless otherwise Approved by the Management. Irrigation water and dirt shall not drain into the street.

D. Care and Maintenance. Tenants must properly and attractively maintain the landscaping on their Lot, including trees, in a healthy, fertilized, clean, neat and safe condition, free of weeds, trash, leaves, and debris. Tenants must stake, trim or remove any landscaping that is unsafe or interferes with or negatively affects the Resort, including, but not limited to, preventing trees or bushes from interfering with utilities, streets, walkways, other Lots, as required by law or under any crime prevention program. Shrubs, vines, trees, etc., cannot contact adjoining Homes, structures or Improvements, interfere with traffic flow or utilities, or negatively affect safety or visibility. All trimmings and debris must immediately be removed from a Lot.

E. Trees. Trees on a Lot are part of the Lot. Tenants are responsible for proper staking, fertilization, removal, trimming and maintenance of trees on their Lot, including trees that existed when Tenant first took possession of their Lot. However, no existing tree or plant larger than three (3) feet in height or 3 inches in diameter may be killed, deformed, trimmed excessively or removed without Management's prior written Approval. Violations of the foregoing shall be deemed destruction of property and may be cause for immediate termination of tenancy.

F. Fruit Trees/Plants. Tenants shall not allow fruit to accumulate on the ground, which may attract rodents.

G. Desert Landscaping. Only desert landscaping is allowed. Grass is not permitted. Exception: See Fairways Homes section.

H. Ground Cover. Rock or desert landscaping must be raked at least monthly and kept free of weeds and debris. Rock must be maintained at all times to a depth of at least 2 inches.

I. Gardens. Gardens are not permitted.

J. Annual/Seasonal Flowers. Seasonal Tenants or those who will be away for more than 30 days must remove annual and seasonal flowers before departing unless they provide to the Management the name and phone number of the person who Tenant has designated to be the responsible caretaker to undertake caring for the flowers.

28. IMPROVEMENTS.

A. Improvements. **IMPORTANT NOTICE:** The term “Improvement” includes, but is not limited to, the following modifications to any Home, RV or Lot: structural modifications, non-structural interior modifications that are visible from the exterior, roofs, sheds, awnings, screened rooms, changes in the size of a Home, RV or Improvement, windows, doors, electrical, plumbing, carports, buildings, additions, structures, driveways, paving, parking areas, fences, 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 modifications of every type and kind, **including any exterior color or other changes to a Home, Improvement or Lot**, whether or not visible from a street, or another Home or Lot.

B. Pre-Approval Required. **ALL IMPROVEMENTS OR MODIFICATION TO A HOME OR LOT MUST BE PRE-APPROVED BY MANAGEMENT, EVEN IF A GOVERNMENTAL PERMIT HAS BEEN ISSUED. MANAGEMENT CANNOT AUTHORIZE IMPROVEMENTS CONTRARY TO THE WRITTEN TERMS OF THE RESORT DOCUMENTS.**

- (1) Do not begin any work without the written Approval of the Management, as well as the government (if required). Tenants are responsible for obtaining all governmental permits and approvals, as well as a written Approval of the Management. A permit request to the Management shall be made at the front desk. Depending on the nature of the request, the review process for a permit request may take several working days. The issuance of a permit by any governmental entity does not supersede Tenant's obligation to also obtain Approval from the Management, and the Management may, in its sole discretion, impose requirements that exceed those of the government for example, the Management may require a hand railing on all decks even though the government might require a railing only for decks exceeding a specified height.
- (2) The concept and design (the “Plan”) of all proposed or modified Improvements, including, but not limited to any exterior lighting, exterior painting, tree/landscaping, roof, awning, addition, driveway, fence, grade or elevation, decoration, any color change to an Improvement, and any dish, antenna or Solar Energy Device, shall be submitted to the Management. Roof mounted equipment is not permitted except for certain Solar Energy Devices. 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 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. Awnings. Awning struts, portable or freestanding canopies are not permitted. All new awnings and changes to existing awnings must be pre-Approved by the Management.

D. Conditional Approval. Management's Approval is not a representation or warranty that any specific 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 at Tenant's expense and the affected area restored to its original condition.

E. Permits/Approvals/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. Unless otherwise Approved by the Management, 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.

F. 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.

G. Debris. All Improvement related or contractor generated waste or 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.**

H. Construction/Set-Up Waste and Debris. All contractor or vendor generated waste or debris must be cleaned up daily and removed from the Resort not less than weekly. Tenants may have a temporary dumpster if Approved by Management. **Use of Resort dumpsters is prohibited.**

I. Concrete. Painting or coating concrete or other ground level materials are not permitted unless Approved by Management.

J. Exterior Lighting. Up to three exterior light fixtures are permitted at a Lot. New exterior lighting must be fully shielded within a fixture with no visible bulbs or lighting sources. All new or replacement exterior lighting must comply with current laws, including lighting ordinances commonly referred to as "dark sky" laws, if applicable, which are designed to minimize light pollution. Long term outdoor decorative lighting (including string lights) are not permitted unless Approved by the Management.

K. 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 at the rear of the Lot to the extent reasonably possible. Only commercially-manufactured SED's are permitted due to safety and aesthetics concerns. Solar panels are not permitted on short term RV rental Lots.

- (1) A SED must be installed in a location which most effectively conceals, camouflages, eliminates or minimizes its visibility from the street, neighboring Homes and beyond the Lot. Management may require that portions of a SED be painted in a manner to minimize its visibility.
- (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 or fenced to limit visibility from the street and other areas beyond Tenant's Lot; and/or
 - (c) Placed in a conduit or enclosure 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. 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.

29. GRADING/DRAINAGE.

A. Lot Grades and Drainage. Tenants are responsible for the plant watering, grading, and water drainage on their Lot and shall not alter such conditions except as provided herein. Any desired grading or drainage changes must be designed and approved by a qualified 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.

B. Drainage Changes and Interference. Tenants shall not place items in, change or otherwise interfere with the Resort's drainage channels, system or grading, or that of any other Lot. Changes in the drainage or grade of a Lot or the area adjacent thereto may be caused by numerous factors, including rain, flooding, natural erosion, animals, wind, temperature changes, earthquake, subsidence, earth movements, naturally occurring conditions or acts of God, and are a natural occurrence over which the Resort has no control or liability, and for with the Resort is not responsible to maintain or address unless expressly required by law to undertake such actions. To the extent that the drainage or grade of a Lot or an area adjacent to a Lot changes over time, and to the fullest extent permitted by law, Tenant shall timely remove any Improvements adversely affected by such change or make any necessary modifications to allow such Improvements to remain on their Lot, including, without limitation, drainage modifications, re-grading, structural piers, retaining walls or systems, etc.

C. Drainage Problems. Tenants are asked to immediately report any adverse drainage conditions in common areas or at Resort Facilities to the Management.

30. GARBAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS.

A. Cigarette Butts. Unless fully extinguished and placed in a curbside bag for waste pickup, cigarette butts and cigars must be disposed of in designated containers in the Resort.

B. Proper Disposal Required.

- (1) Waste must be disposed of in a clean and safe manner.
- (2) **Waste must be placed in sealed plastic bags** and set curbside at your Lot on designate pickup dates.
- (3) Boxes and cartons must be flattened.
- (4) Plant trimmings and other large items must be broken down before placing into bags.
- (5) Sorting through or removing items from trash bags or refuse containers is prohibited.

C. No Use of Refuse Containers. Any dumpsters or other refuse containers in the Resort are for the sole use of the Resort and are not for use by residents.

D. Bulk Items Prohibited. Appliances, furniture, mattresses, carpeting, building materials, large landscape materials, and other large items shall not be disposed of in the Resort. Contact the Management Office or Concierge Desk for information on bulk disposal options.

E. Recycling Containers. The Resort may, at its option, provide dumpsters or other containers specifically designated for the recycling of flattened boxes, metal cans, newspapers, etc. Only materials designated for the specific recycling container shall be placed in the recycling container.

F. 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 law may be prosecuted. **NOTE - Many automobiles parts stores and services centers will accept oils and fluids for disposal.**

G. Violations. Residents shall not engage in or allow any waste disposal practices that would place the Resort or Management in breach or violation of any applicable law, or contract with its waste removal providers. Unless otherwise provided in the Resort Documents, violations of the foregoing policies may result in fines up to \$150.00 administrative charges of not less than \$100, the cost of correcting any disposal violations, hazardous materials charges, removal costs, termination of tenancy, governmental fines and possible criminal prosecution for certain acts.

31. SIGNS AND FLAGS.

A. Prohibitions. No sign, banner, advertisement, sign/statement, etc., shall be placed on any Home or window, Lot or in the Resort, except such signs and content as may be expressly required by law or legal proceedings (to the extent legally permissible and upon prior notice to Management) and as noted below. Management may remove or 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/Open House Signs. 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 owner or agent of the Home. The sign must be of professional quality, maintained in good condition and not exceed 12 x 18 inches in size. Upon request, the Resort will provide a sign for Tenants to use. Tenants may also post, for up to 30 days, a corresponding "For Sale" or "Open House" sign (of good quality, which must be pre-approved by the Activities Department), on the Resort's central posting boards located by the Post Office and the Laundry Room. Park Model and RV tenants must use the signage provided by the Resort.

An advertisement may also be listed in the Resort's newsletter for a nominal fee. The Resort is exempt from the foregoing requirements.

C. For Rent Signs. Except for existing subleasing previously Approved by the Management, Tenant subleasing and for "for rent signs" are prohibited.

D. No Political/Contentious Signs. Political, election, combative, controversial or contentious signs on Homes or Lots, as determined by Management, are prohibited unless this prohibition is expressly disallowed by State or local laws.

E. Flags. Each Home is permitted to tastefully and respectfully display up to two commercially manufactured 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. A flag 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 in a tasteful and respectful manner as determined by the Management. An interior window flag shall not exceed 12 x 24 inches in size. An exterior flag shall not exceed 36 x 60 inches in size.

F. 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.

G. Street Sign. Each mobile home Lot must install on a sign, on the street side of their Home, a sign with their street number or Lot number. The name of the Tenant is optional. The sign must be of professional quality and not exceed 6 inches by 24 inches in size. Names and numbers will be provided by the Resort for Fairways Homes.

H. Meeting Notice. Notice of a meeting of a tenant association may be posted on a bulletin board.

32. PROPANE.

A. Deliveries. As a courtesy, propane service is available to Residents of the Resort. Request cards are available at the Management Office, to be displayed when propane is requested. If you are absent at the time of the delivery, a payment envelope will be left on site.

B. Off-Season. During the off-season, call the Management Office for propane delivery.

C. Campers/Trailers. Fifth wheels RV and trailers must set their tank curbside for service. Motorhome Residents must be present to receive propane delivery.

D. Safety. Any permitted propane tank and system must be safe, code compliant and the tanks placed in a location Approved by the Management.

E. Barbeques/Heaters/Fire Pits. A commercially manufactured natural gas propane barbeque, patio heater and fire pit are permitted if maintained in a good, safe and clean condition. Smokers and other outdoor cooking or heating devices are not permitted unless Approved by the Management.

33. 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 (generator, extensions cord, 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.

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. Please contact the Management if assistance is needed.

34. STRAY AND WILD ANIMALS. The Resort is not responsible for stray or wild animals. Placing or allowing food, water or other items outdoors, or allowing conditions attractive to birds or wild animals, is prohibited. Unattended pets or those without an identification tag may be considered a stray and animal control authorities may be contacted.

35. ANIMAL POLICIES.

A. PETS AND ASSISTANCE ANIMALS.

- (1) Quantity. A maximum of two (2) generally recognized Pets are permitted per Home. Animal breeding is not permitted.
- (2) Fraudulent Representations. A person fraudulently misrepresenting an animal as a service animal or a service animal in training to a person or entity who operates a public place may be subject to a civil penalty of up to \$250 per offense pursuant to Arizona Revised Statutes §11-1024. Such conduct shall also be deemed a material breach.
- (3) Registration. Tenants must register every Pet, Service and Assistance Animal (collectively, "animal") with the Management. If requested by Management, Tenants shall provide a photo of each animal, as well its type, size, breed and age shall be provided and updated upon request. The Resort may, in its sole discretion, reject certain animals as stated below. The Resort may require Tenants to have their dog DNA tested, at Tenant's expense, by a service designated by Management.
- (4) Licenses/Inoculations. Dogs must maintain current rabies and other inoculations/vaccinations, be licensed with the applicable governmental authority, if required by law, and wear an identification tag.
- (5) Behavior/Control. 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 loud, a nuisance, annoyance or unreasonably interfere with the Management or the peaceful use or enjoyment of the Resort by others. Animals also cannot be vicious, threatening, venomous, dangerous, a Vicious Animal, a Potentially Dangerous Animal, or create a nuisance that unreasonably interferes with the peaceful use or enjoyment of the Resort by others.
- (6) Animal Care. Tenant is responsible for the proper care and feeding of their animal(s), as well as any required vaccinations or necessary veterinary treatment.

- (7) Leash. Animals must be on a hand leash not longer than 6 feet in length (unless otherwise required as an accommodation for an Assistance Animal or unless a shorter length is mandated by law) when outside of a Home.
- (8) Unattended Lots/ No Outdoor Restraints. Animals shall not be chained, tied up, restrained, or left unattended outdoors. Animals must be kept indoors when a Lot is unattended. "Unattended" means the absence of a person at the Lot.
- (9) Clean-Up. Animal feces and urine pose health and safety dangers. Animal waste must be promptly cleaned up and disposed of in a sanitary and proper manner. The handler of an animal within 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. For any violation the Resort may issue to Tenants a Notice of Violation/Termination Notice (health and safety), impose a fine of \$20.00 per offense, undertake self-help remedies and hold Tenant responsible for the associated costs, and/or impose the possible revocation of Approval to have the subject animal or another animal in the Resort.
- (10) 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 animal handlers are responsible for their animals, including damages, injuries and other claims and shall indemnify and defend the Resort and its agents and employees against any claims arising therefrom.
- (11) Spaying/Neutering. Male dogs and cats must be neutered and females must be spayed except for exceptional circumstances Approved by Management.
- (12) No Trespassing. Animals shall not trespass on other Lots.
- (13) No Pet Areas. Pets shall not enter Resort Facilities (except for any specifically designated pet area) or be walked through designated "no pet" areas. Assistance Animals shall not be recreationally walked through a designated "no pet" area unless rendering assistance.
- (14) Golf Course and Softball Field (if applicable). Animals are not allowed on the golf course or softball field, except for an Assistance Animal rendering assistance to an individual partaking in such an activity.
- (15) Animal Housing. Outdoor dog houses, pet kennels, pet fencing, etc. are not permitted.
- (16) Wild Animals. Tenants must safeguard their own animals against stray or wild animals.
- (17) No Burials. Deceased animals shall not be buried within the Resort.
- (18) PROHIBITED ANIMALS. The following animals are not permitted in the Resort:
 - (a) Protection or guard animals, or those displaying threatening behavior.
 - (b) A Vicious Animal or Potentially Dangerous Animal (see Definitions).
 - (c) Animals which create an unreasonable nuisance, annoyance or unreasonably interfere with the Management or the peaceful use or enjoyment of the Resort by others.
 - (d) Venomous animals and reptiles which will exceed one pound when fully grown.
 - (e) Any animal which would or does, at any time, unreasonably increase the Resort's rate of insurance or ability to procure insurance.
 - (f) Animals which do not comply with these Rules or applicable laws.
 - (g) Prohibited breeds. See Pet section below.

B. PETS.

- (1) Visiting Pets. Guests and Visitors shall not bring Pets into the Resort without Management's Approval.

C. ASSISTANCE ANIMALS.

(1) Accommodations. The Resort will evaluate requests for special accommodations, including necessary modifications to its Rules for an Assistance Animal. Legitimate Assistance Animals are not considered Pets and the Pet Fee is inapplicable.

(2) 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 Assistance 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 Assistance 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 Assistance 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 Assistance capacity, the animal may be reclassified as a pet.

D. **VIOLATIONS OF PET/ANIMAL POLICIES.** Management may revoke permission for a Tenant to have an Animal in the Resort if there is non-compliance with the Rule.

36. DOG AREAS/DOG PARK.

A. Use of any dog park or dog/walk area ("**Dog Park**") is limited to registered dogs. Please act responsibly and have consideration for others.

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

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

D. Dogs must be accompanied and closely monitored at all times by a person capable of monitoring the behavior of the dog and handling the animal in a safe manner.

E. Children under the age of eighteen (18) years are not permitted in the Dog Park unless accompanied by an adult.

F. Dogs must play relatively quietly and calmly. Fighting dogs or those displaying aggressive behavior must be immediately 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.

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. Plastic bags and a disposal container are on site.

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. Dog Park hours are posted.

M. **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.

37. RESORT FACILITIES/BUILDINGS/COMMON AREA POLICIES.

The following policies apply to all Resort Facilities both indoor and outdoor:

A. **Permitted Users.** Resort Facilities are for use by authorized Tenants, Residents and their **registered** Guests and Visitors, and provided they do not interfere with the use of facilities by others. Guests/Visitors must be accompanied by a host Tenant. Management reserves the right to regulate the use of all Resort Facilities, to limit specific users or the quantity of users, and to require any user to leave any Resort Facility (and the failure to do so will be deemed an act of trespass). The Resort is not responsible for lost or stolen items.

B. **Badges.** Name badges must be worn when using Resort Facilities.

C. **Hours.** The hours of operation for various Resort Facilities are posted.

D. Use Limitations. The Resort Facilities are for limited recreational uses only and are not to be used as a substitute for activities to be undertaken in a Home or RV (ex. personal cooking, sleeping, showering, etc.).

E. Access. Some Resort Facilities require an Access Device for entry. A deposit may be required to obtain an applicable Access Device. See the Management of Activity Offices.

F. Restrictions/Limitations. Management reserves the right to, at any time, add, delete, modify, alter, close, remove, replace, relocate, substitute, redecorate, repair, restrict (in whole or in part), or regulate any of the Resort Facilities. For example, 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, including heating of the pool and spa, may be curtailed or stopped during such periods.

G. 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.

H. User Inspection. All users must inspect the facilities and equipment for safety and proper functionality before using. Immediately report any damage or unsafe conditions to the Management.

I. Time Limit. Unless otherwise stated or posted, there is a 30 minute time limit on activities (tennis, pickle ball, billiards, bocce ball, etc.) if others are waiting.

J. 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.

K. 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.

L. Appropriate Attire. Appropriate attire is required (as determined by Management), including, but not limited to shoes, tops/shirts, and cover up's over swimwear when outside the pool area. Wet swimsuits, wet footwear and wet clothing are not permitted inside the clubhouse.

M. No Bare Feet. Except for the pool deck area, footwear must be worn at all times.

N. Food/Drinks. Food and beverages are not permitted in the pool area, or any food service facilities. Glass beverage containers are not permitted in Resort Facilities.

O. Tables/Chairs. Tables and chairs may be available for Tenant use in specific areas.

P. Private Events. Management controls the use and scheduling of all Resort Facilities, which can only be used with Management's Approval. Please check with the Activity Office. Meetings and gatherings for non-public, non-profit or non-commercial purposes, including Tenant meetings under A.R.S. §§ 33-1452 and 33-2132, are permitted with Management's Approval. Except as otherwise provided herein, Resort Facilities are not open to the public and shall not be used for financial gain. One or more Tenants must agree to serve as responsible parties for any 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.

Q. 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.

R. Alcoholic Beverages/Intoxicants.

(1) The reasonable consumption of alcoholic beverages is permitted at Resort Facilities if used in a safe and responsible manner, within the sole discretion of the Management. No glass containers in the pool area. Management reserves the right to prohibit or restrict alcoholic beverages and intoxicants in the Resort Facilities, outside of Homes or by specific individuals.

S. Repairs/Replacements. The Resort shall have a reasonable amount of time to effectuate any maintenance, repairs or replacements of any Resort Facilities or parts thereof, which may necessitate closing such facilities.

T. Ventilation. To conserve energy, air conditioning and heating may not be operated at all times, and instead operated on an as-needed basis as determined by Management.

38. HEALTH/SAFETY/RISKS/INSPECTIONS.

A. Risks. The Resort contains various recreational and other facilities and equipment (collectively, "**Equipment**") for the benefit of Tenants and their authorized Invitees (collectively, "**Participants**"), including, but not limited to swimming facilities, fitness equipment and kitchen. The use of the Equipment comes with inherent risks, including the potential for bodily injury

or death. Facilities and Equipment should be used only by individuals who are proficient at using the particular facilities or Equipment. To the fullest extent permitted by law, the Resort disclaims any responsibility for the proper use or operation of the Equipment.

B. No Instruction/Health Confirmation. The Resort does not provide express instructions on the use of Equipment and it is up to each Participant to familiarize themselves with the proper use of the Equipment. Further, each Participant must confirm to their satisfaction that they are in sufficiently good health condition prior to undertaking any activity or using any Equipment.

C. Inspection. Each Participant must inspect the conditions and Equipment prior to use. Equipment should not be used if a Participant is unsure how to use it. If a Participant observes any unsafe or unusual condition, the Equipment should not be used and the condition should immediately be reported to the Management.

39. RECREATIONAL FACILITIES.

A. Guest/Visitor Registration. The Resort Facilities are not open to the public and are for use by Tenants, Residents and their **registered** Guests and Visitors.

B. Appropriate Attire. Appropriate attire is required (as determined by Management), including, but not limited to shoes, tops/shirts, and cover up's over swimwear. Wet swimsuits, wet footwear and wet clothing are not permitted inside the clubhouse.

C. Clean Up. Wipe down fitness equipment after each use.

D. Shower. The Clubhouse shower is reserved for persons using the pool facilities. The shower is not to be used in lieu of showering at your Home or RV.

E. Kitchen. The kitchen facility may be available for noncommercial social events such as potlucks. A cleaning deposit may be required. The facility must be returned to a clean, sanitary and organized condition, and all waste disposed of. Creating or allowing unsafe or unsanitary conditions are prohibited.

F. Management may require a cleaning deposit.

40. BILLIARD FACILITIES.

A. Guest/Visitor Registration. The billiard facility is for use by Tenants, Residents and their **registered** Guests and Visitors who are at least 18 years of age, who must wear name badges and be accompanied by their host Tenant. Proper attire is required, including shirts and shoes. Wet clothing or swimwear are prohibited.

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.

41. LAUNDRY FACILITY.

A. Laundry. The laundry facility is operated by an independent contractor for use by Tenants, Residents, and their registered Guests only. Hours are posted. Name badges must be worn.

B. Clean Up. Users **must clean up the areas used, as well as the inside and outside of machines** after each use, including emptying the lint screen or tray and removing any soap residue.

C. No Smoking. Smoking is prohibited.

D. Signs. All laundry signs must be followed, which are incorporated into these Rules.

Prohibited Items.

- (1) Food and drinks other than water in non-glass containers.
- (2) Dyes in sinks, washing machines and dryers are prohibited.
- (3) Rubberized items are not permitted in any machine.

E. Responsibility. The Resort is not responsible for lost, stolen or damaged articles. Users are responsible for damages caused to any machine.

F. Problems/Lost Items. Please immediately contact the Management Office if any problems exist. Please bring any "lost and found" items to the Management Office.

G. Clotheslines. Except for any clothes drying facilities provided by the Resort, outside clothes lines are not permitted. Towels, swim suits and other clothing shall not be hung outdoors at any Lot.

42. SWIMMING POOL/WHIRLPOOL SPA.

The following policies apply to the swimming pool and spa facilities:

A. Hours. The pool facility, comprising one or more swimming pools, whirlpool spas and surrounding areas, are typically open from 8:00 a.m. to 10:00 p.m., with actual hours of operation posted. The pool facility may be closed additional hours or days for maintenance.

B. Permitted Users. The pool facility is for use by authorized Tenants, Residents and their registered Guests and Visitors. Guests/Visitors must be accompanied by a host Tenant.

C. Violations. Violations of the pool rules, including posted signs, may result in suspension of pool facility privileges and/or issuance of a Violation Notice.

D. Badges. Name badges must be worn when entering and departing the pool facility.

E. Proper Attire. Footwear must be worn to and from the pool facility. Appropriate, *commercially manufactured* swimwear is required. Shorts, cut-off pants, thong swimsuits and overly revealing swimwear or inappropriate clothing are prohibited. Shirts or cover ups are to be worn to and from the pool facilities.

F. Shower. Persons using the pool or spa must first take a cleansing shower.

G. Water-Proof Lotions Only. Only water-proof lotions and sunscreens are allowed in the pool facility. Oils are prohibited, as they may damage filtration equipment and result in shut-downs.

H. No Additives/Contaminates. No products or chemicals shall be placed in any pool or spa (oils, bubbles, soaps, Epsom or other salts, aromas, etc.), as they may damage filtration equipment and result in shut-downs.

I. **IMPORTANT WARNINGS AND RECOMMENDATIONS. THERE IS NO LIFEGUARD ON DUTY. Exercise caution at all times. Swimming or using the whirlpool spa alone is not recommended.** Persons who are not proficient swimmers should be accompanied by a person who is a proficient swimmer when using the pool.

J. **WHIRLPOOL SPA WARNING.** The spa is limited to individuals age 18 and older. The temperature may be up to 104 degrees. If you believe the temperature exceeds 104 degrees, do not enter the spa and immediately notify the Management. Consult with a physician before using the spa, limit use to a maximum of 5 minutes, and exit the spa immediately if you feel uncomfortable, overheated, dizzy or any other abnormal condition.

K. **DRY SAUNA.** The dry sauna is limited to individuals age 18 and older. Do not pour water on the sauna stones/coins.

L. PROHIBITED INDIVIDUALS/CONDITIONS.

(1) By law, persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute skin or body infections or cuts are prohibited from using a pool or spa. Incontinent individuals are not allowed in the pool or spa unless wearing a swim diaper. Standard diapers are NOT ALLOWED.

(2) **Children/Minors. Children under the age of three (3) are not allowed in any pool.**

(3) Children between the ages of 3 and 13 are allowed only in the small pool area from noon to 3:00 p.m.

(4) For health reasons, children who are not toilet trained are not permitted in any pool. Diapers and swim diapers are not permitted.

(5) Children and minors must be supervised by an adult at all times, shall not be left unattended, and are the responsibility of the host tenant.

M. **NO EQUIPMENT TAMPERING.** Tampering with pumps, equipment or electrical items can cause injury, death and/or property damage. Anyone altering, operating or tampering with the equipment will be responsible for all damages and injuries, possible civil or criminal liability, and potentially subject to immediate termination of tenancy.

N. **THE FOLLOWING TYPES OF ITEMS AND CONDUCT ARE PROHIBITED ANYWHERE IN THE POOL FACILITY (including walkways):** Glass Items; smoking; chewing tobacco; intoxicated or impaired individuals; food and gum; aluminum or plastic containers running, diving, jumping, loud noises or music (receivers with headsets or earbuds are permitted); boisterous, disruptive or dangerous conduct, and any conduct that may be prejudicial to the health, safety or enjoyment of others; pets; pins, earrings, jewelry and other sharp or potentially dangerous items; and speakers unless Approved by Management (personal music devices are permitted provided they do not emit sounds perceptible to

others); bicycles; and inappropriate language, conduct or music which is obnoxious, harassing, or otherwise problematic, as determined by Management. Management may Authorize certain music and musical instruments during events.

O. Recreational Items and Flotation Devices. Inner tubes, rafts, 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.

43. SELLING OR TRANSFERING 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. The Resort's Purchase Option. Tenants must comply with the Purchase Option for a manufactured home or park model home contained in the Rental Agreement. 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. Prior to any sale or transfer, seller and buyer/transferee must contact Management to schedule an inspection of the 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 and Potential Tenants/Home Buyers. Tenants cannot guarantee that a potential tenant/buyer will be Approved for tenancy by the Management. A Rental Agreement also must be signed by each new Tenant and adult Resident who has been Approved for tenancy. 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 to 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, in existence at that time, of preserving or upgrading the Resort;
- (3) Has not completed the repairs, Improvements or modifications required by Management;
- (4) If the seller, new owner or transferee has not satisfied all conditions under these Rules pertaining to the sale or transfer; or
- (5) If the Home was manufactured before June 16, 1976.

G. Violation. The sale or transfer of a Home in the Resort in violation of these Rules shall be deemed a material and/or irreparable breach and Management may require removal of the Home.

44. MOVE-IN AND INSTALLATION OF HOMES.

A. Move-In And Installation. 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 ("**Installation Plan**") must be presented to and Approved by the Management, in writing, prior to the 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, the Installation Plan, or the Resort Documents.

B. Move-In Requirements. Other than certain utility facilities, the Resort does not provide any specific improvements to a Lot (except for landscaping for the Fairways Homes). All Improvements to make a Home or Lot habitable are the

responsibility of Tenant. See the Resort's Lot Improvement Specifications and the Presale/Lot Improvement form for details on the following requirements: shed, awning and Arizona rooms; plot plans, trellis', skirting, sun screens, cart access, air conditioners, electrical, landscaping, satellite dishes, paint bay windows, shade arbors, golf ball protection, home entrance stairs, set-backs, etc., which are incorporated by reference into these Rules.

C. Each of the following items must be pre-Approved by Management and completed within 30 days after a Home is brought into the Resort or ownership is transferred. This provision applies to new and existing Homes:

- (1) Set Up. Homes must be set up per the manufacturer's specifications, the Resort Documents, Managements directives and applicable laws.
- (2) Hitch. The hitch be removed and stored out of sight.
- (3) Storage Below Home. Only a hitch and wheels may be stored beneath a Home.
- (4) 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.
- (5) Skirting. The entire perimeter of the Home must be skirted. Skirting must be high grade aluminum, vinyl or other materials Approved by Management and must match the color of the Home.
- (6) Awnings. Carport and patio awnings, matching the Home and which must be pre-Approved by Management.
- (7) 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. 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 and quality of construction in advance. Management may Approve special accommodations for persons with disabilities or impairments.

D. Desert Landscaping. Except for Fairways Homes, as provided herein, The entire Lot must be landscaped with desert landscaping materials pursuant to a written landscape plan Approved in advance by the Management.

- (1) Landscape Rock. All rock areas shall be at least 2 inches deep.
- (2) Minimum Clearance. A minimum three-foot clearance must be maintained around utility pedestals and equipment.
- (3) 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.

E. Backflow and Water Pressure Relief Valves. **IMPORTANT:** The Resort does not control water pressure. Also, local governmental regulations may require the installation of a back flow valve for safety reasons. To the extent not otherwise required by law, Tenants are encouraged to install and regularly maintain pressure relief and backflow valves on their main water line, water heater, landscape lines and hose bibs.

F. Gutters. Homes must have full gutters and downspouts installed to properly manage rainwater and to prevent erosion.

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

H. 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.

45. ADDITIONAL/SUPERSEDING RULES FOR FAIRWAYS HOMES.

A. Color. Exterior trim and color of a Home must be from the Resort's approved color palette.

B. Landscape Additions. No landscape additions beyond the 5 feet of pavers behind the Home (including no additional pavers).

C. Yard Ornaments. Only two items of yard ornamentation allowed.

D. Landscaping. The landscaping, including any grass installed by the Resort, is maintained by the Resort. Additional plantings are not permitted; however, potted planters are permitted on the porch or patio area.

46. ADDITIONAL/SUPERSEDING RULES FOR VILLAGE HOMES.

A. Awnings. Only retractable awnings approved by the Management are permitted.

B. Fencing. Fences or walls are not permitted.

C. Screening. Golf screening and porch screening must be Approved by Management.

47. ADDITIONAL RULES FOR RECREATIONAL VEHICLES AND TRAVEL TRAILERS.

A. Vehicles must be parked parallel (side-by-side) to a RV or park model home, end-to-end, within the designated parking area.

B. No storage on patios, carports, driveways or Lots or under an RV.

C. Additions, sunshades and awnings are not permitted.

D. Any Improvements must be pre-Approved by the Management

E. Lot number must be identified on all incoming mail.

F. Sewer hookups must have a threaded connection.

48. REMOVAL OF HOMES.

A. Legal Requirements and Notice. The Resort adopts and incorporates by reference the requirements of the applicable Acts, 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 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. §§ 33-1451(B), 33-1481(C), 33-1478(A), 33-1485.01, 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, or entry into the Resort to perform the foregoing, 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 \$2,500 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, at their expense: (1) surrender the Lot free of all structures, landscaping, fixtures, Improvements, trash, debris, asphalt, slabs foundations, concrete piers, supports, 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 the preexisting condition (i.e., a grade of 0%) and bring in fill dirt if necessary; (4) cover the Lot in a minimum of two (2) inches of granite or gravel Approved by Management; (5) ensure that the Lot is in a clean, safe and immediately rentable condition; (6) ensure that there are no damages to the Resort's property and Improvements, Resort Facilities, or property of others; and (7) effectuate proper repairs of any damages. **NOTE:** Electrical pedestals, utility delivery equipment, and fixtures owned by the Resort must not be removed or damaged.

49. NO SELLING RV'S WITHIN THE RESORT. Any RV which is not subject to RV Act shall not be sold or advertised for sale in the Resort.

50. MOVE IN / MOVE OUT RULES FOR TRAVEL TRAILERS AND OTHER CAMPERS.

A. Move-In. Travel trailers and other campers shall not be brought into or removed from the Resort without complying with the Resort Documents and obtaining Management's Approval.

B. Move-Out. Tenant is responsible for damages caused by their transporter service and Invitees, and shall indemnify and hold harmless The Resort and Management against any and all claims, suits, liabilities, losses, costs or expenses of any type or nature, related to the removal of the Home.

C. Mail. The Address or Lot number must be identified on all incoming mail or it will not be delivered.

D. Law. Notwithstanding any other provisions in these Rules to the contrary, the RV Act does not apply to short-term Campers and RV's.

51. CRIME FREE PROGRAM/UNLAWFUL CONDUCT.

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 Resort, 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 other type of conduct that jeopardize or poses a potential threat to the health, safety or welfare of any person in the Resort or the property of others, whether or not Tenant is aware of the conduct and whether or not the conduct is criminal in nature. 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 or activities (and Tenants shall not permit Invitees to be in the Resort who have been convicted of any of the foregoing types of conduct); and any activity that otherwise poses a threat to the health or safety of others (including failing to follow health and safety directives issued by or posted in the Resort). Unless otherwise expressly required by the MH 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.

52. 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. It is strongly recommended that Tenants desiring to undertake such an installation first meet with Management to discuss the plan and concepts.

53. TRANSFER/SUBLEASING/ASSIGNING. Tenant owned Homes must be **OWNER-OCCUPIED** and Tenant shall not sublet all or any part of their Home or Lot, or transfer or assign any interest under their Rental Agreement.

54. LAKES/PONDS WARNING. Pets/animals and humans are not permitted in any lakes, ponds, waterways or drainage areas in the Resort. Such water elements are inherently dangerous and extreme caution must be exercised when in proximity to such features.

55. GOLF COURSE DISCLOSURES AND RESTRICTIONS.

A. WARNING. Living or being on or adjacent to a golf course comes with inherent hazards and risks, including but not limited to the risk of personal injury, death or serious property damage due to golf balls and equipment. **Tenants, Residents, Guests and Visitors electing to participate in golf, reside adjacent to or be on or in proximity to the golf course are voluntarily accepting and assuming such risks, which are not the responsibility of the Resort.** Tenants must contact the Management should they desire to undertake any protective Improvements on their Lot.

B. Public Facility. The golf course is open to the public and is not a guaranteed Resort Facility or amenity. Fees are payable for use of the golf course and additional rules apply.

C. Golf Participants. A fee is payable for use of the golf course. Proper attire, as posted, is required. **The unauthorized use or entry onto the golf course is a criminal offense (theft of services, trespass, etc.) and violators will be prosecuted.** Golfers must check in at the Pro Shop prior to commencing play. Play starts at either the first or tenth tee. **No practicing on the golf course at any time. Private golf carts are not permitted.**

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. No Pets/Animals. Pets and Animals are not allowed on the golf course, cart paths or rough.

F. Damages/Injuries. **Golfers are responsible for all injuries to others and damages caused by their golf balls and activities.**

G. Future Condition. The Resort makes no representation or warranty as to the current or future use, change, maintenance, condition or development of the golf course.

H. Additional Rules. Additional golf course rules are posted at the Pro Shop and incorporated into these Rules.

56. MISCELLANEOUS/LEGAL.

A. Transmitters/Interference. Management may require the discontinuance, removal, modification or deactivation of any transmitting or other device which interferes with the operation of any other systems in the Resort.

B. Rules/Modifications. 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. The Resort 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, Tenants and/or the Resort. In order to operate the Resort, the Resort, 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.

C. Laws/Codes/Severability. Laws are constantly changing. Tenants must comply with all current and future codes, statutes, laws and applicable court decisions, even if stricter than the content of these Rules and the Resort Documents. Should a tribunal of competent jurisdiction determine that any language in the Resort Documents is invalid or unenforceable, the offending language may be stricken and the remaining language shall survive and remain in full force and effect. Further, to the extent any language or provision in the Resort Documents is rendered invalid, inapplicable or non-conforming with any law, the language and provision shall be deemed modified to comply with the law and shall only be enforced in conformance with the applicable law.

D. Approvals. Notwithstanding any other provision to the contrary, the Resort's approval of any request, Improvement or condition (collectively, "**Request**") is not a representation, warranty or guaranty that the Request complies with the law, is proper, adequate, or safe and Tenant assumes all risks and obligations associated therewith. Approval only confirms that the request conforms to the Resort's requirements. Any Approval of a Request is conditional and may be revoked if Request does not conform to the any plan or Approval, is not performed or completed within the Approved time frame, if there is a change in policy, if the Request no longer functions as intended or has not been properly utilized or maintained in the future, after a reasonable period of time, for reasonable cause. In such an event, the Request, Improvement, condition, deviation or permission shall be terminated and removed at Tenant's expense and the affected area restored, in the case of an Improvement, to its original condition or such condition as required by the Management.

E. No-Waiver/ Remedies. The Resort's lack of response to a request, or its omission, waiver, inability, or failure on one or more occasions to undertake an act or require strict compliance with the terms of the Resort Documents or the law shall not be deemed a legal waiver, shall not preclude the Resort 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 executed by a Managing Member of the Resort Owner, no actions or inactions by the Resort or Management, and nothing contained in the Resort Documents shall be construed as waiving any rights under the Resort Documents or the law. The Resort'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 the Resort's right to enforce the violation or termination and shall not serve to reinstate a tenancy (except as provided under A.R.S. §§ 33-1476 and 33-2143).

F. Lot Lines. The approximate borders of Lots are shown on a map (the "**Map**") maintained in the Management office. The usable and approved Lots and Lot lines are established by the Management regardless of whether a Lot is individually subdivided, and there are no common areas between or adjacent to Lots unless expressly identified on the Map. Landlord is not liable for variances between the Map and the actual location of Homes or Improvements. Lot boundaries are approximate, flexible and are generally based on the sizes of Homes, the specific Lot and legal requirements. Management may adjust boundaries to avoid controversies, accommodate Improvements, and to address setbacks, Home sizes, utilities, the needs of Landlord and other lawful purposes. Adjustments may also require the relocation or removal of landscaping or other Improvements. Any such adjustment will not change the Lot Rent. Landlord shall, if requested, conclusively resolve any boundary dispute issue.

G. Nearby Properties. The Resort does not control surrounding or nearby properties, their zoning, conditions or uses at present or in the future. The Resort makes no representation or warranty as to any uses or conditions, and is not responsible for any such conditions.

H. 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 has occurred. Violations of the Rental Agreement and Rules are also deemed a nuisance. The prevailing party in any legal or administrative action may be awarded its reasonable attorneys' fees and costs.

I. Updates/Changes. The Resort may upgrade or change portions of the Resort or Resort Facilities in the future, including repurposing of land or Lots for other uses, sizes, combining or eliminating Lots, or other modifications.

J. Discretion/Approval. Whenever any Resort Document or law allows the Resort or Management to exercise discretion to make a determination on compliance, alterations, maintenance, violations, Approvals, etc., or if an interpretation of the Resort Documents is necessary, the Resort or Management, as the case may be, has the right to exercise their sole and absolute discretion in making that determination or interpretation, which decision/determination shall be final.

K. 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.

L. 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 Resort and Resort Documents as a whole, so as to maximize the rights and remedies of the Resort to properly manage, supervise and control the Resort community, 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. Should any relevant and material conflict exist between the terms of the Resort Documents, the Statements of Policy (for mobile homes) shall control over the Rental Agreement, and the Rules and Regulations shall control over the both of the foregoing. 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.

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

N. 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 Resort and shall not be binding on the Resort.**

O. Uncontrolled Circumstances. Should any Uncontrolled Circumstance occur, The Resort's ability or obligation to perform, or to timely or fully perform under the Resort Documents or the law, or to keep any Resort Facilities open or accessible, may reasonably be excused, extended or modified as the circumstances dictate, and rents will not be waived or discounted.

P. Tenant Responsibility to Educate Others. Residents, Guests, Visitors and Invitees are subject to the Rules, Resort Documents and applicable laws. Tenants are responsible for educating their Residents, Guests, Visitors and Invitees on the applicable Rules, Resort Document provisions and laws, and are responsible for the conduct of, and liabilities and damages caused by, the foregoing individuals. Additionally, the foregoing individuals shall not be in the Resort or use Resort Facilities without their host Tenant being present. A breach of the foregoing shall be deemed a failure by Tenant to perform an express term of these Rules.

Q. Proof of Tax Payments. Tenant must timely pay all applicable 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, The Resort may, at its sole option and without obligation, pay such amount on behalf of Tenant, impose an administrative charge of \$150.00 dollars, and charge both to Tenant as Additional Rent. Tenant shall provide Management with proof of such payments within 10 days of a request.

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