



Restated

Rules and Regulations

For

Golden Vista RV Resort

Restated April 13, 2022

Note: the RULES AND REGULATIONS was previously restated March 9, 2021. Since that date, the Board of Directors amended the Rules and Regulations with Amendment #1 approved on March 15, 2022; however, Amendment 1 was replaced with Amendment 2 via UNANIMOUS WRITTEN CONSENT on April 13, 2022 by the Board of Directors and is incorporated in this restated Rules & Regulations dated April 13, 2022.

Amendment #2 added paragraph 9.06 Dumpster Use and paragraph 18.05 [18] which is a schedule of fines for placing prohibited items in the restricted Golden Vista dumpster.

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

**PART I
DEFINITIONS**

- 1.01 Age. Age Requirements must comply with the Federal Housing Amendments Act.
- A. At least one (1) adult resident must be fifty-five (55) years of age at the time of occupancy.
- B. The second residents of a household must be forty (40) years of age.
- 1.02 Child/Children. Persons under eighteen (18) years of age.
- 1.03 Clubhouse. The office and activity complex.
- 1.04 Clubs. Any group of residents, whether formal or informal, created to pursue a common interest, activity or goal, e.g.
- Entertainment
 - Education
 - Exercise
 - Health & Welfare
 - Charity
 - Arts & Crafts
 - Hobbies
- 1.05 Common Areas. Includes streets, sidewalks, recreation areas, pools, spa, clubhouse and all Resort buildings.
- 1.06 Easement. Four feet (4') along each rear lot line – Part 5 Design Guidelines
- 1.07 ESA – Emotional Support Animal <https://www.azleg.gov/ars/11/01024.htm>
- 1.08 Guest. Guests are limited to two (2) adults per residence for a period of no longer than two (2) weeks per calendar year. Children are considered guests, but will not be counted.
- 1.09 Nonowner occupant. A renter, guest or family member occupying an owner's unit/lot.
- 1.10 Owner. The legally recorded owner of a lot.
- 1.11 Residences: AZ § 41-4001 33(c) <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/04001.htm> and CC&Rs #1.16
A residential unit may be:
- A. Park Model:

1. is a recreational vehicle built on a single chassis that is placed upon piers.
2. is not self-contained.
3. has a gross living area of not less than three hundred twenty (320) square feet and not more than four hundred (400) square feet externally when set up.
4. must be connected to the utilities associated with the lot it is on.
5. must be a color approved by ARC.

Excluded are: Mobile homes and Mini/tiny homes

B. Recreational Vehicle:

1. is a self-contained unit designed to provide temporary living quarters for recreational, camping or travel use. It may be a 5th wheel, travel trailer or motor home. It can only be connected to the utilities associated with the lot on which it sets.

Excluded are

- a. mobile homes, buses or home built units.
- b. any vehicle with plumbing, heating or electrical systems that will not operate without being connected to outside utilities.
- c. pickup or truck mounted campers.

- 1.12 Resident. An adult owner or adult nonowner occupying a residence (this includes the owner/ nonowner occupant's spouse/companion)
- 1.13 Setback. Areas on the front and sides of a lot where restrictions apply – set out in Design Guidelines
- 1.14 Vehicle. Any motorized conveyance, including cars, pickups, motorcycles, scooters, ATVs and golf carts.
- 1.15 Visitor. A person who visits a resident of the Resort but does not stay overnight.

PART 2 DECORUM

- 2.01 Quiet Hours. In respect for all owners:
- Every evening quiet hours are from 10:00 PM to 7:00 AM
 - Sundays are to be reasonably quiet all day without what anyone might consider loud or annoying noise, music or sounds being produced by residents, workers or handymen.
- Exception: Outside workers and construction people who are only allowed in the Resort for emergencies on Sundays.*
- 2.02 Loud Vehicles. Drivers of diesel trucks, motorcycles and ATVs should operate these vehicles in the Resort at speeds that will keep their operational noise down.

- 2.03 Wood Fires. The use of wood in fire pits or wood burning devices creating an open fire are prohibited. All outdoor cooking equipment and fire pits must be portable, self-contained and use only propane or charcoal.
- 2.04 Common Areas. Residents, guests and visitors are expected to keep the Resort common areas clean and orderly.
No common area, facilities or utilities are to be altered by any individual, group or committee, without approval signed by the Community Manager.
Any damage caused by unauthorized alterations will require the responsible party(ies) to reimburse all costs. The offending party(ies) may be subject to fines.
- 2.05 Smoking. The Smoke-free Arizona Act applies to all common areas of Golden Visa Resort. <https://www.azleg.gov/ars/36/00601-01.htm>
No smoking, electronic devices or other smoking material may be used in or around the main complex area or the pool/patio area.
Smoking, electronic vaping devices and other smoking materials [1] are only permitted on personal property, streets and parking area [2] must be at least twenty (20) feet away from doors, windows, and the heating, cooling and ventilation system intakes of a residence, resort buildings and all common areas.
Courtesy requires a smoker asking permission to smoke if anyone is nearby.
- 2.06 Attire. Proper attire (shirts & shoes) is required in all the common areas including resort buildings, streets and sidewalks.
The only exception is that sun-bathing/swimming attire may be worn around the immediate pool/spa, and shower areas.
Swimwear is required in the pools and spa (cutoffs are not allowed).
Shirts or cover-ups must be worn at all food serving functions in the common, pool and barbecue areas.
- 2.07 Vehicles on Sidewalks. Bicycles, golf carts, ATVs, scooters, roller skates, roller blades, skate boards and other vehicles are prohibited from being driven or operated on sidewalks.
Exception: vehicles in the process of transporting a handicapped person.
- 2.08 Children. Children shall be accompanied by an adult resident, guest or visitor when in the common areas.
- 2.09 Harassment. For the purpose of this section, “harassment” means any conduct directed at a specific person who would cause a reasonable person to be seriously alarmed, offended, annoyed, or feel harassed.
Harassment is a criminal act described/detailed in:
<https://www.azleg.gov/ars/13/02921.htm>
The Board of Directors is required to take appropriate action as specified in the Enforcement Policy.

PART 3
GENERAL INFORMATION

- 3.01 Registration. Owners, guests and nonowner occupants, including their children, must register at the Main Desk upon arrival in the Resort and secure Name Badges. Pets must also be registered and meet all requirements in R&R Part 10.
- 3.02 Name Badges. The badges are a means of introduction and identification. Each owner, nonowner occupant and guest (over the age of 12) must have a badge. Name badges:
- A. must be worn at all times when in the common areas of the Resort.
Exception: When in the swimming/spa area, the badge must be available upon request.
 - B. will be provided to all owners upon purchasing a unit/lot. Replacement badges can be purchased at the Main Desk.
 - C. for nonowner occupants and guests over the age of twelve (12) should be purchased for a non-refundable fee at the Main Desk.
- 3.03 Extended Absences. To ascertain Resort records are current and accurate, residents must notify the Main Desk in writing or in person:
- A. when leaving the Resort for five (5) days or longer.
 - B. as soon as possible upon returning.
- 3.04 Messages. Emergency telephone messages will be delivered.
- 3.05 Mail. Mail is transferred from US Postal Service and placed in locked resident mailboxes by US Postal Service employees.
- 3.06 Posted Rules. Specific rules must be posted in all common areas.
- 3.07 Solicitation. Excluding Resort activities, door-to-door sales or soliciting funds is prohibited. Solicitation for Resort activities requires prior approval of the Community Manager.
- 3.08 Emergencies. There is no in-park emergency service available to residents and guests. Residents and guests are advised to dial 911.
- 3.09 Change of Ownership.
- A. Owner:
It is recommended that an owner with the intent to sell or list a unit/lot notify the ARC Office so the required compliance inspection is made in a timely manner.

- B. Purchaser:
At the time of purchasing a unit/lot, a new owner must provide the office with proof of ownership (a copy of the registered Deed) within thirty (30) days of ownership change.

3.10 Disclosure Information. The Resort will provide all of the information required by AZ § 33-1806 <https://www.azleg.gov/ars/33/01806.htm> for each lot resale and updating of the Resort's records.

3.11 Age Requirements.

- A. Owner/nonowner occupant must be fifty-five (55) years of age as described in the Federal Fair Housing Amendments Act.
<https://www.justice.gov/crt/fair-housing-act-1/>
- B. Proof of age upon purchase or rental of a lot will be required.
- C. One (1) of the two (2) residents permitted to occupy a lot must have passed a fifty-fifth (55th) birthday at the time of occupancy.
- D. A second resident of the household must be at least forty (40) years of age.
Exception: When the Manager has granted written approval-
- E. No child may reside in the resort as a resident.

- F. Special Age Waivers A temporary waiver may only be granted to the owner, nonowner occupant, an immediate family member or legal representative upon written request.

The request for a special age waiver must be approved by the Community Manager prior to occupancy and include:

1. the specific health/hardship reason(s).
2. what is to be accomplished.
3. the time frame involved.
4. the names of the party(ies) to occupy the unit (no more than two [2] adults).

When the owner/nonowner occupant is not occupying a lot due to health or hardship reasons, age restrictions may be temporarily waived under the following conditions:

- a. Opening /closing the premises.
- b. Preparation for sale or rental.
- c. Other circumstances the Community Manager deems appropriate.

PART 4
MISCELLANEOUS

- 4.01 Lot Numbers. Lot numbers are located on the roadside curb in front of each unit. lot numbers are to be visible from the street and must not be obstructed by any object.
- 4.02 Private Property. Respect your neighbor's right to privacy by using the streets rather than crossing through a private lot without permission. This applies to bicycle, skates and scooter traffic as well as pedestrians.
- 4.03 Offensive Activity. No offensive activities are allowed within the Resort. Fines may apply.
- 4.04 Signs, Flags and Banners The following provisions apply to signs, flags and banners posted or displayed within Resort boundaries by lot owners and businesses:
- A. Signs.
1. No private business signs are permitted.
 2. Lot owners and Realtors may display standard industry sized 'For Sale' or 'Rental' signs (18"x24") plus sign riders (6"x24").
 3. Lot owners may post "Open House" signs only after 8:00 a.m. and before 6:00 pm.
 4. A single sign affixed to palm trees:
 - a. may not exceed 10" x 14"
 - b. may be affixed with bungees or tie-downs. Nails, staples or screws cannot be used to attach a sign to a palm tree
 - c. may NOT be for Resort elections
 5. Approved in-Resort businesses or products are not permitted to display signs, advertise on vehicles or in any other way that would indicate a phone number or address location in the Resort.
- B. Political signs, flags and banners:
1. Resort Elections
 - a. Political signs supporting candidates for a Resort election may be not be larger than 10" X 14" each.
 - b. May be hung or posted only following the nomination of candidates and must be removed no later than three (3) days following the election.
 2. Other Political Elections
 - a. Political signs supporting candidates for a non-Resort election may be not be larger than an aggregate total of nine (9) square feet on a lot.
 - b. may be hung or posted no earlier than seventy-one (71) days in advance of the election and MUST be removed no later than three (3) days following the election, as provided in Arizona Statute:
<https://www.azleg.gov/ars/33/01808.htm>

- C. Personal signs, flags and banners permitted.
 - 1. Name and address signs.
 - 2. Fabric seasonal, decorative, state/country, sports and patriotic.
- 4.05 Exterior Speakers. No loud or shrill exterior speakers, horns, whistles, bells or sound devices (except-devices used exclusively for security purposes) shall be located, used or placed within the Resort without written approval of the Community Manager.
- 4.06 Lighting. All external lighting must be shielded and directed away from streets and neighbors – see Design Guidelines. https://goldenvistaresort.nabrnetwork.com/files/3803/dyn118740/Design-Guidelines-Restated_Feb-4-2020.pdf
- 4.07 Clotheslines. No garments, rugs, laundry or similar articles may be hung or suspended from porch railings, automobiles, windows or outside of a residence.
Clotheslines are available behind the Resort laundries.
- 4.08 Reflective Materials. NO reflective material that could present a fire hazard may be installed or placed outside or inside any window or door of a residence or recreational vehicle. This includes, but is not limited to reflective screens, reflective glass, mirrors or similar materials.
- 4.09 Roll-up Type Screens and Sunshades. Screens/sunshades must be fastened down and kept taut.
Screens/sunshades may be left down to protect a vehicle during the off season, but only if the owner has a caretaker that will ascertain they are kept taut.
If the owner does not have a caretaker for their unit/lot, screens and sunshades must be rolled up when owner leaves the Resort.
- 4.10 Wood or curb ramps. Wood or curb ramps in driveways are not allowed.
- 4.11 Water Conservation. It is critical that each owner/guest conserve water. Water shortages and rising costs make the following rules necessary. In the interest of desert water conservation:
 - A. no cars, trucks, vans, motorcycles, ATVs or SUVs should be washed in the Resort.
 - B. recreational vehicles and park models may be washed only once per year.
 - C. patios and car ports may be hosed off only once per month.
Exception: *Following high winds or storm*
Fines may apply.

PART 5
VEHICLE REGISTRATION AND TRAFFIC

- 5.01 Vehicle Registration.
 - A. Residents

1. Each year, upon arrival in the Resort, all residents must stop at the office and register their vehicle and pick up the current year's window permit. This includes owners who leave their vehicle in the resort year around.
Year around residents should register their vehicle and secure the annual permit each September.
2. Annual permits are required for all motorized conveyances (this includes owners and renters). The permit must be affixed to the lower left-hand corner of the vehicle windshield.
3. If the office is not open, the resident should notify Security and officially register their vehicle and pick up a new permit at the office on the next business day.
4. Vehicles must display a current season's permit at all times.
5. The first (1st) permit is free. Residents may receive a second (2nd) permit with proof of ownership and verification* that both vehicles are in the Resort.
** Verification – insurance identification, title or other acceptable legal form to verify 2nd vehicle is licensed, in residence and being driven". Security will verify with a physical check.*
6. Annual permits issued to residents are NOT transferable.
7. Transferring a permit will result in revocation of their current permit. The offender will be required to purchase a new permit and may be subject to a fine set out R&R 18.

B. Guests At the time a guest registers, any vehicle they bring into the Resort must also be registered.

The guest will be issued a temporary Guest Parking Permit reflecting the expiration date that must be displayed at all times. This Guest Parking Permit only allows parking as set out in 6.02 D.

The temporary Guest Permit only allows the vehicle to remain in the Resort for two (2) weeks per calendar year.

C. Non-residents are required to secure a daily pass upon each entry.

5.02 Speed Limit. Maximum speed limit is ten (10) miles per hour.

5.03 Driving Rules.

While driving motorized conveyances, riding bicycles, skating or roller blading/boarding on Resort streets, all drivers shall adhere to Resort rules and Arizona traffic laws

Everyone who uses Resort streets and property are urged to be courteous and use extreme caution at all times to prevent accidents.

- A. The following right-of way rules apply in the Resort
1. Drivers of motor vehicles shall yield the right of way to pedestrians, roller skaters/boarders and bicycle operators.
 2. Bicycle operators shall yield the right of way to pedestrians.

- B. Vehicles must drive and park only on streets, lot driveways and other designated parking areas. No vehicle shall drive through a lot.

5.04 Vehicle Repairs and Servicing. Repairing and servicing vehicles in the Resort (on lots, streets or common areas) is prohibited. A repair service or tow truck should be called to move a disabled vehicle.

5.05 Golf Carts, Motorcycles and ATVs

- A. All motorcycles, golf carts and ATVs must:
 - 1. register at the office and be issued a numbered identification tag. The tag must be adhered to and displayed in the lower left and corner of the front windshield.
 - 2. be operated by adults only.
 - 3. abide by Resort speed limit and driving rules.
 - 4. be equipped with:
 - a. properly functioning brakes.
 - b. front and rear reflectors.
 - c. an audible warning device (a horn - not a siren).
 - d. head and tail lights that can be seen by pedestrians and/or other vehicles/bicycles for a distance of at least five hundred feet (500').
 - 5. not carry more persons than they are designed for.
- B. If a golf cart or ATV is not equipped with turning signals, hand and arm signals should always be used when turning.

5.06 Bicycles.

- A. Bicycles must be equipped with:
 - 1. properly functioning brakes.
 - 2. front and rear reflectors.
- B. If operated after dusk, bicycles must have a front headlight that can be seen by pedestrians and/or other vehicles/bicycles for a distance of at least two hundred feet (200').
- C. Hand and arm signals should be always used when turning.
- D. Bicycles shall not carry more persons than they are designed for.

PART 6
PARKING

6.01 Common Area Parking. No motorized vehicle shall be parked or located on the common areas or on streets within the Resort except in designated parking.

- A. In the common area surrounding the Clubhouse and main complex

buildings:

1. the spaces West of the Clubhouse with signs reading "RESERVED 8 a.m. to 5 p.m." are for Resort staff parking.
2. the space in front of the Realtor's office is limited to fifteen (15) minute parking from 8 a.m. – 5 p.m. for mail pickup.
3. bicycles should park in designated bicycle racks.
4. residents should park in vehicle spaces. They are encouraged not to park cars/pickups in spaces designated for golf carts, motorcycles and ATVs.

B. Golf Carts, Motorcycles and ATVs.

There are approximately thirty-four (34) parking spaces around the Clubhouse and main complex buildings that are marked and signed as parking spaces dedicated for golf carts/motorcycles.

These spaces are located:

1. east of the ballroom on East Mineshaft – this area will also accommodate ATVs.
2. east of the pool equipment room.
3. north Cinnabar in front of storage buildings.
4. north of Building E on South side of West Motherlode.

Golf carts and motorcycles are encouraged to use their dedicated spaces in lieu of spaces for cars/pickups.

6.02 Residence and Street Parking

- A. No more than two (2) passenger cars or pick-up trucks (including one (1) van seating nine (9) or fewer passenger), shall be parked on any lot, and only if there is sufficient space within the parking area setbacks for all vehicles.
A maximum of two (2) motorcycles, golf carts or ATVs are allowed to park on a lot and only if all vehicles fit within the lot setbacks.
- B. A resident's vehicle is to be parked within the parking area beside their residence, not at the curb on the street.
- C. A resident cannot park in another owner's empty parking area without written permission from the lot owner.
- D. The Guest Permit allows the guest vehicle to park (with Guest Parking Permit displayed) only in:
1. the resident's lot.
 2. another resident's lot (with written permission).
 3. designated common parking areas.
- E. No vehicle, golf cart, motorcycle or ATV shall be parked so that any portion of the vehicle extends beyond the top of the rolled curb.
1. Any resident whose vehicle(s) will not fit inside top of the rolled curb and

parking area setbacks, must secure a temporary parking pass from the front desk and park in a designated parking area for a maximum of two (2) weeks.

2. The temporary parking pass must be displayed in the vehicle window.

6.03 Parking at the Curb. When parking at the curb, no vehicle should park directly across the street from another but staggered an adequate distance apart to allow emergency vehicles, garbage/recycle trucks and other vehicles to easily pass. If not adhered to fines may apply.

Temporary parking at the curb is authorized for:

A. Visitors between the hours of 7:00 AM and midnight.

B. Workers

1. on Monday through Saturday between the hours of 7 a.m. and 5 p.m.

2. on Sunday, NO workers/contractors should be working in the Resort or parked on the curbs, EXCEPT in an EMERGENCY.

6.04 Social Event Parking. As a courtesy, residents should notify the Community Manager in advance of plans for a street, block or personal social event that might involve placing items on the street.

Tables, chairs, and vehicles are only allowed on one street side during the gathering. One full traffic lane MUST be kept open for passing vehicles.

6.05 Prohibited Vehicles. Vehicles prohibited from being parked or stored on any lot or street without a permit and subject to being towed include:

A. any vehicle without a license.

Exception: Residents leaving their vehicles on their lot in the Resort at the end of the season are encouraged to remove their license plate(s) and notify Security to be added to their list of approved unattended vehicles.

B. Cargo, utility, ATV and golf cart trailers.

C. Boats, trailers and other watercraft.

D. Any other vehicle not expressly designed for residence or transportation.

E. Any vehicle which detracts from the intent, purpose or general appearance of the Resort.

F. Car dollies, unless stored under the rear of the recreational vehicle.

G. Un-mounted truck campers.

6.06 Special Use Parking Passes. A special use parking pass may be secured from the front office, Community Manager or Security for the purpose of loading or unloading a

recreational vehicle or a unit not normally allowed in the Resort. Maximum use of these parking passes is three (3) days, unless otherwise authorized.

6.07 Tow Without Warning. A vehicle parked on the street or in one of the common area parking spaces without a permit between the hours of midnight and 6:00 a.m. is subject to THE IMMEDIATE TOWING OF THE VEHICLE.

6.08 RV, Vehicle and Trailer Storage. The Resort does not provide storage facilities. Any type of utility trailer, RV, ATV, boat or unlicensed vehicle must be stored out of the Resort.

If an owner needs to bring another licensed vehicle into the Resort on a short-term basis:

- A. a temporary parking permit must be secured from the office, in advance if possible. (NO temporary permits will be given for utility trailers, boats or unlicensed vehicles in the Resort.)
- B. notice should be provided to the office and permit secured before another vehicle can be brought into the Resort, if possible.

If the office is not open, security should be notified before or at the time the extra vehicle arrives.

- C. the temporary permit must be secured from the front office on the next business day. The temporary vehicle permit must be displayed at all times.

Exception: With written permission from the Community Manager, golf carts, ATVs or motorcycles may be stored on or inside a trailer on the owner's lot when the owner leaves the resort at the end of the season.

PART 7 SWIMMING POOL AND SPA AREA RULES

7.01 Residents and Guests. Only residents and their guests are allowed in the pool/spa areas. Residents are responsible for their guests and children at all times.

7.02 Spa. Only adults are allowed in the spa. Soap products are prohibited in the spa.

7.03 Children. [12 or younger] Only toilet trained children are allowed in the pools. Diapered children are strictly forbidden in the pools.

Any child allowed to use the pools or be in the pool areas must be accompanied by an adult at all times.

Children must observe posted rules and regulations at all times.

7.04 Name Badges. Name badges must be in possession in the pool/spa areas or available for display upon request.

7.05 Showers. A shower is REQUIRED just prior to entering the pool/spa. Use the outdoor showers provided beside the pools and spa.

7.06 Running. Running, jumping and diving are not allowed in the pool areas.

7.07 Glass Containers. Glass containers are strictly prohibited.

- 7.08 Swimwear. Appropriate swimwear is required. No “cut-offs” allowed.
- 7.09 Smoking. No smoking is allowed – this includes any smoking product or material, including electronic and vaping devices.
- 7.10 Personal Electronic Devices. No personal music or noise producing electronic devices (radios, phones, iPods, etc.) are allowed around the pools without using earphones.
Exception: Equipment used for pool activities sanctioned by the Activity Office.
- 7.11 Prohibited Items. Toys, bobby pins, hair rollers and picks are prohibited in the pools/spa. Lotions should not be used without showering prior to entering the pools.
Exception: Equipment used in approved activities, for health or for safety reasons are permitted.

PART 8 ACTIVITIES

- 8.01 Resort Activities: From November 1 through March 31st, Golden Vista plans to provide wholesome recreation and leisure time entertainment, formal and informal activities, arts/crafts, clubs, concerts, meals and other activities. Fees may be charged to cover costs.
- 8.02 Club/Group Activities Clubs/Groups sponsor activities and meals during the winter season. Fees may be charged to cover costs.
 The rules for Club/Group operations with financial arrangements that comply with IRS Rules and Arizona Statutes for planned communities can be found at;
<https://goldenvistaresort.nabrnetwork.com/files/3803/dyn118740/GOLDEN-VISTA-PROCEDURES-FOR-CLUBS-AND-GROUPS-WITH-INCOME.pdf>
- 8.03 Offensive, Disturbing or Nuisance Activities.
 No person may:
- A. pursue any hobby or activity within the Resort which may be offensive, create loud noise, an odor, leave an offensive substance anywhere, a nuisance or cause a disturbance contrary to the limits imposed by the Governing Documents.
 - B. commit any act the Board or Community Manager would determine to be harmful, dangerous or unsafe to the health, safety or welfare of any person or property within the Resort as determined by the Board of Directors.
 - C. commit any act that would be in violation of any Federal, Arizona, Pinal County law/code or an Apache Junction ordinance. Fines may apply.
- 8.04 Exercise Room. Each year before using the exercise room, residents must register at the Activity Office, pay the annual fee and sign a waiver.
 No one under eighteen (18) years of age is permitted to use the equipment.
*Exception: Underage permission granted by the Community Manager.
 Excepted persons must be accompanied by an adult resident.*

- 8.05 Patio Sales. Patio sales are permitted ONLY when scheduled on a park wide basis, by the Activity Office.
NO Individual patio sales are allowed.

PART 9
USE OF RESORT FACILITIES

- 9.01 Oversight of Resort Facilities The Community Manager is responsible for overseeing Resort facilities and assuring compliance with rules of use by both residents and nonresidents.
- 9.02 Resident use of Resort Facilities Resort facilities are primarily intended for the exclusive use of residents: their family and personal guests, and visitors.
If an owner's unit/lot and the owner's rentals are all occupied and the owner is residing outside of the Resort, the owner cannot use Resort facilities. [CC&R 2.02]
- 9.03 Nonresidents use of Resort Facilities
- A. Nonresidents are permitted to use Resort facilities when:
1. a guest of a resident.
 2. authorized to attend resort sponsored activities, e.g., those sponsored by the activities office, clubs, committees and other organizations in the resort.
 3. participating in Resort rotating or shared activities with other Resorts.
 4. tickets to entertainment or an event are sold at the door.
- B. Unless approved by the Community Manager, nonresidents may not:
1. participate in Resort leagues or other in-Resort activities.
 2. use laundry rooms, showers, shops, craft rooms, courts, pools/spa or have access to other common areas.
- C. Nonresident requests use of Resort facilities:
1. must be approved in advance. Residents' usual and regular use of the facilities shall have priority.
 2. may be charged fees to cover the expense of cleaning, maintenance, potential wear and tear or other considerations.
- D. Registered visitors/guests may not invite other nonresidents to use Resort facilities.
- 9.04 Resident employees have the same right of use as all other residents of the Resort.
- 9.05 Nonresident Employee use of Resort Facilities , Nonresident employees may have use of the facilities on a limited basis.
The nonresident employee, a spouse and children may have occasional use of the pools and fitness center during the months of May through September with the approval of the Community Manager.

This provision is an employee benefit which incurs no cost to the association. This benefit does NOT include guests of nonresident employees.

Other requests for use of facilities by nonresident employees must have Community Manager approval.

9.06 Dumpster Use The dumpster located in the maintenance area on the West end of Nightdigger is for Golden Vista Association business generated refuse/garbage/trash. Golden Vista has to pay per pound for disposal of its contents. Residents should consider using our curbside pick-up as much as possible.

Residents may use the dumpster for occasional disposal of trash that does not include any of the items in "A" below. (Please do not leave refuse outside of the dumpster if it is full.)

.A. The following items are prohibited:

1. Appliances e.g.
refrigerators, stoves, microwaves, A/C units, washers, dryers, water heaters, softeners, etc.
2. Furniture e.g.
sofas, mattresses, box springs, dressers, desks, chairs, tables, cabinets, etc.
3. Electronics e.g.
televisions, computers, laptops, hard-drives, monitors, audio equipment, phones, printers, video players, projectors, paper shredders, etc.
4. Biohazard waste e.g.
Paint/lacquer, oil, fuel, flammables, corrosives or asbestos products, etc.
5. Miscellaneous items e.g.
Tires, batteries, RR ties, landscaping pavers, propane tanks, demolition/ remodeling materials/debris from contractors.

B. Cameras are in place in the area to verify violators of this rule. Fines will be charged for placing prohibited items in or near the dumpster.

C. FINES and COSTS Residents who dispose or cause to be disposed (this includes a contractor or anyone performing a service for a resident) of any prohibited item is subject to an immediate fine of One Hundred Dollars (\$100) plus any costs incurred by Golden Vista disposing of the prohibited item(s).

PART 10 LOT MAINTENANCE

10.01 Maintaining the Appearance and Condition of Lots All lot maintenance is the owner's responsibility.

- A. Weeds Weeds left growing on the lot are a non-compliance issue.
1. First Notice: When weeds become visible on a lot, a compliance violation notice will be mailed via USPS or emailed at an owner's option, with a copy of this rule advising that:
 - a. weeds were noted on lot #_____ during an inspection on (date)_____. (photo enclosed)
 - b. the owner is responsible and the weeds must be removed within fourteen (14) days.
 2. Second Notice:
If the weeds have not been removed in fourteen (14) days, the owner will be notified they are still in non-compliance and that:
 - a. the Resort will hire a landscaper to remove the weeds.
 - b. the owner must pay for the expense of weed removal and fines assessed.
- B. Other lot maintenance violations An owner must not allow dead plants, rubbish, trash, papers, garbage or other unapproved items to remain or accumulate on their lot.
1. The lot owner is responsible for the removal.
 2. If the Resort hires removal of these items, fines will be assessed.
- C. Landscaping violations will be assessed fines as set out in R&Rs.
18.05 Landscaping Violations [4].

10.02 Prohibited Items on Patio/Deck All interior household appliances and furniture are prohibited for permanent placement or use on patio, carport, deck or breezeway. Non-compliance is subject to fines.

10.03 Open storage Patios and the non-skirted space under a deck or RV should not be used for open storage, as this detracts from the appearance of the Resort.

10.04 Trash/Recycle Containers and Collection. No garbage/trash, or items to be recycled shall be placed or kept on any portion of the property, except in covered containers. All containers set out for collection must be retrieved within twelve (12) hours.

10.05 Trees, Shrubs and Vegetation All trees, shrubs and other vegetation on an owner's lot belong to the lot owner. With the exception of the single palm tree in front of owner's lot, the care and/or removal of all such trees, shrubs and vegetation are the responsibility of the lot owner.

- A. A single palm tree is required in front of each lot. The resort will trim and/or skin all palm trees annually as a maintenance function.
The palm tree:
1. must be Mexican Washingtonia, also known as "Mexican Fan Palm.
 2. may not be defaced or have nails and screws inserted into it.
 3. removed prior to January 2007, will be replaced by the Resort as soon as is practicable after the property is sold.

4. if diseased, unsightly or causing damage or obstruction on a lot or common property, may be removed at the Resort's expense, and replaced in approximately two (2) years.

Note: Replacing a palm tree that has been removed may take up to two (2) years because the old roots must decay or be removed to a depth of eighteen (18) inches before planting another one.

B. Natural turf/sod is prohibited.

C. Cholla cacti are prohibited.

D. Fruit bearing and other non-palm trees:

1. cannot be planted in the ground of a lot.
2. cannot intrude on a neighbor's property or the street.

The lot owner is responsible for removing all fruit and leaves that fall to the ground.

Noncompliance may be subject to a fine.

E. Bougainvilleas:

1. Cannot be planted on a lot.
2. in existence prior to November 2, 1999, are the lot owner's responsibility, and:
 - a. must be trimmed to no more than four (4) feet high and three (3) feet in width.
 - b. cannot intrude on a neighbor's property or the street.
 - c. may not be replaced when they die.

PART 11

PETS

11.01 Annual Registration. All pets must be registered annually. A \$5.00 annual registration fee and proof of current rabies vaccination are required.

11.02 Designated Pet Areas and Restrictions Cats and dogs are allowed within the:

- A. "Pet Section" - the area located in the southwest corner of the Resort, comprised of Lots 940 to 1085. Pets must be restrained by a leash unless on the owner's lot.
- B. Retention area - Although the area directly west of the Pet Section is for the use and enjoyment of ALL residents, it is the only area of the Resort where pets may be off leash and run free, with supervision.
- C. Grassy area - The area directly adjacent to the north side of the Pima Room/South Laundry – pets must be restrained by a leash when on this area.

11.03 Pet owners must remove and clean up droppings immediately in ALL areas. Noncompliance may result in Fines.

11.04 Pet Restricted Areas: Except the areas included in 11.02, NO pets are allowed in or on any other area of the resort (including buildings and common areas).

When entering or leaving the resort, traveling or being transported through any area outside the pet section, pets must be inside an enclosed car, van or truck.

Exception: *Pets are allowed to participate in the St. Patrick's Day Parade.*

11.05 Pet Numbers - Size Limits.

A. Number.

1. Only one (1) dog, cat or other approved pet is allowed per lot.
2. Multiple lot ownership does not entitle multiple pet ownership.

B. Size. No pet shall exceed forty (40) pounds at maturity.

11.06 Excluded Pets: A pet of any nature that may present a danger or be a nuisance to residents is excluded and will not be allowed in the resort.

11.07 Exceptions. The ONLY exceptions to Pet Limits and Designated Pet Areas are:

A. Pet Owner Death or Illness If a pet owner dies or becomes seriously ill, and unable to care for his/her pet, another pet owner in the pet section may care for that pet for up to fourteen (14) days.

B. Vacations If a pet owner goes on vacation, another pet owner in the pet section may care for a pet for up to fourteen (14) days.

C. Guests Out of resort guests:

1. may bring one (1) pet weighing less than forty (40) pounds, and
2. stay with a resident in the pet section with their pet for a maximum of fourteen (14) days.
3. must register at the office with proof of current vaccination and adhere to all rules governing pets in the Resort.

11.08 Pet Owner's Responsibility The pet owner is responsible to ensure that their pet:

A. is properly licensed and registered in the resort each year.

B. has proof of current rabies vaccination, on file at the main office each year.

C. is kept within the pet section and retention area boundaries.

D. is restrained and under their control and ascertain it is unable to pass the boundary line of the owner's lot, and in common areas of the pet section.

E. does not cause a disturbance or damage to any property.

F. droppings are picked up and disposed of immediately and properly.

11.09 EMOTIONAL SUPPORT ANIMALS (ESA): The resort will abide by Federal and State Fair Housing Laws, and all medical information from an applicant will be kept in strictest confidence

An application and supporting documentation from a resident relevant to a request for an Emotional Support Animal accommodation must be provided to the Community Manager.

The Community Manager has the authority, in his/her sole discretion, to determine whether a resident's request for an Emotional Support Animal accommodation will be granted.

A. Registration: Upon arrival at the resort, the resident/owner requesting an accommodation for an emotional support animal (ESA) must register the animal by submitting completed Golden Vista Accommodation Form for an Emotional Support Animal that has been issued and executed by a healthcare professional.

A copy of the Golden Vista Accommodation Form for an Emotional Support Animal can be found online at:

<https://goldenvistaresort.nabrnetwork.com/files/3803/dyn118740/Emotional-Support-Accommodation-form.pdf>

or by requesting a copy at the office.

A letter from the resident to the Community Manager explaining the request/reason for accommodation. A proof of current rabies vaccination must accompany the owner's Golden Vista Accommodation Form for an Emotional Support Animal.

B. Excluded Emotional Support Animals: An emotional support animal of any nature that may present a danger, be a nuisance, or be a financial burden or safety threat to the community.

C. Designated Emotional Support Animals Areas and Restrictions: Emotional support animals DO NOT have the public access rights of a guide or service animal – may not visit a home not in the pet section.

D. Emotional Support Animals Owner Death or Illness: If the owner of an Emotional support animal dies or becomes seriously ill, and unable to care for his/her emotional support animal, another pet owner in the pet section may care for that animal for up to fourteen (14) days.

E. Emotional Support Animal Death: If an emotional support animal dies and the owner chooses to replace it, the owner must provide a new ESA application and proof of current rabies vaccination for a new animal.

F. Separation: If it is necessary for an owner of an emotional support animal to be separated from his/her animal, a pet owner in the pet section may care for that animal for up to fourteen (14) days.

G. Emotional Support Animal Owner's Responsibilities:

1. The emotional support animal must be restrained and under the owner's control on the owner's lot and/or leashed/tethered, and unable to pass the boundary line of that lot.
An emotional support animal in the non-pet section must be transported in an enclosed car, van or pickup when off the owner's property, not on a leash, not in a person's arms in/on a buggy, golf cart or ATV.
2. The emotional support animal shall not cause a disturbance or damage to any property.
3. All droppings must be picked up and disposed of immediately and properly on the owner's property, the pet section and the retention area.

11.10 Service Animals: The resort will abide by all applicable State and Federal Laws, Fair Housing and Federal American Disability Acts.

PART 12 COMMERCE and BUSINESS

12.01 Commercial Uses Prohibited No occupation, business, profession, trade or other commercial activity shall be conducted on any portion of the Resort.

Exception: A commercial/business activity approved by the Board of Directors

12.02 Resort Facility or equipment No Resort facility or equipment shall be used to produce any product for commercial sale outside of the Resort, nor shall any profit be made from sale of said products.

12.03 Businesses.

A. No resident may operate a business or provide any service for a fee from within the Resort without the approval of the Board.

Exception: Rentals, Patio sales, Crafter's Corner or Artisans

B. Permissible are for-fee services provided by owners for others within the Resort Including, but not limited to housekeeper, seamstress, unit caretakers, etc.

C. When using Resort property, a facility fee may be charged to residents, nonresidents or a professional entity.

D. The Community Manager will set annual facility fees for the in-resort real estate office and any other Board authorized use of resort facilities. The Community Manager and Board will review fee schedules annually.

PART 13 LOT AND UNIT RENTALS

13.01 Lot and Unit Rentals

- A. Notice to Owner and Nonowner Occupants:
1. No owner shall allow that owner's Unit/lot to be occupied by persons other than the owner and the owner's immediate family, without first notifying the proposed nonowner occupant in writing, that the right to occupy the unit/lot upon is contingent upon observing all provisions of the Resort's Governing Documents.
 2. The owner shall advise the nonowner occupant that prior to moving into or onto a unit/lot, that they must register at the office, read the Renter/Guest Guidelines and sign the Renter Agreement agreeing to abide by all of the Governing Documents.
- B. No owner shall lease or allow a unit/lot to be occupied by a nonowner occupant, for temporary lodging, vacation lodging or transient purposes or for a term of less than twenty-eight (28) days.
- C. No owner shall lease a unit/lot during the months of June, July and August.
- D. At least ten (10) days before commencement of the lease term the owner shall provide the Resort the following information:
1. the commencement date and expiration date of the lease term;
 2. the names of each of the nonowner occupants and any other adult who will reside in/on the unit/lot during the lease term;
 3. the address and telephone number at which the owner can be contacted by the Resort during the lease term;
 4. the name, address and telephone number of a person whom the Resort can contact in the event of an emergency involving the unit/lot;
 6. a government issued identification that bears a photograph and that confirms the tenant meets the age restriction requirements.
- E. No nonowner occupant may sublease a unit/lot.
- F. Noncompliance with the obligations herein may result in a fine.

13.02 Action by the Resort. Any breach of these rules by nonowner occupants or any Guests of the nonowner occupant shall entitle the Resort to initiate all available action in the name of the Resort or in the name of the owner, or both, to enforce the Governing Documents and the lease, including the termination of nonowner occupant' privileges.

13.03 Cost of Action by Association. In the event the Association institutes any legal action or takes other action to enforce Part 5 of the CC&Rs or any Governing Document relative to this section, said action will be against the owner and the costs and expenses of said action, including attorney's fees, costs and expenses, shall be paid as determined by the court or negotiated settlement.

Any judgment against an owner shall be deemed an Assessment and secured by a lien against the owner's unit/lot, as provided herein for Assessments.

PART 14
RESORT EMPLOYEES

14.01 Resort Employees Resort employees are employed to perform Resort duties that benefit everyone. They are prohibited from performing ANY work or tasks for a resident during regular working hours.

Exception: *In emergencies or when authorized by Management.*

PART 15
APPROVED ARC PERMIT REQUIRED
FOR EXTERNAL UNIT/LOT CHANGES

15.01 ARC Permits.

- A. If planning to make ANY change or add anything on a lot, the outside of a residence or a building the owner MUST:
1. obtain a Permit from the ARC office.
 2. complete the information requested on the Permit form.
 3. submit the completed Permit form to the ARC office for approval.
- A filled in permit does not allow proceeding with a project until approved and signed by an ARC member and either the Community Standards Coordinator or the Community Manager -- or by two (2) ARC members if the Community Standards Coordinator and Community Manager are not available.
- B. PRIOR to starting ANY exterior project any Vendor being used must be on the Resort's Approved Vendors list.
- Exception: If the lot owner certifies they are doing their own work and no Vendor will be involved.
If the owner later determines a Vender will be needed during their project, a new ARC Permit must be applied for and the Vendor must be on the Resort's Vendor List before continuing the project.*
- C. ARC approval is based on current regulation in the Design Guidelines that can be found at:
https://goldenvistaresort.nabrnetwork.com/files/3803/dyn118740/Design-Guidelines-Restated_Feb-4-2020.pdf
- D. Approval may take several days; therefore, immediate action should not be expected.
- E. Any delivery made or any project begun without authorization is subject to removal at the owner's expense and subject to fines.

15.02 Advance ARC Approval Required.

- A. Advance ARC Approval Required. You MUST HAVE an APPROVED Permit signed by ARC BEFORE beginning any exterior modification or project. Including, but not limited to, the following items:
- ANY ANTENNA
 - awning
 - deck

- fence
- propane tank
- paint
- pavers
- stairs
- water softener
- window external coverings/treatments

- B. You MUST HAVE an APPROVED Permit BEFORE beginning any modification to a lot structure or landscape. A detailed, approved permit must have two signatures – an ARC member and either the Community Standards Coordinator, the Community Manager -- or two (2) ARC members if the CSC and CM are unavailable. The signed Permit must be in an owner’s possession before:
1. delivery of a Park Model.
 2. delivery or construction of a shed or storage building.
 3. modification to or on a lot.
 4. addition to any structure on a lot.
 5. commencing to construct or modify any fence, paving or landscaping.
 6. making any modifications, painting or repairs to the exterior of any residence or structure.

PART 16
EASEMENTS AND SETBACKS

16.01 Easements.

- A. Utility Easements are the final four (4) feet along the rear lot line.
1. Permanent structures ARE NOT allowed within the easement pursuant to the City’s building code and the easement holder.
Exception: ARC approved HVAC units that extend into the four (4) foot Easement on the rear lot line.
 2. Any damages to utilities, utility facilities or connections caused by a resident, nonowner occupant, guest or visitor on an easement will be the financial responsibility of the lot owner. Fines may apply.

- B. Drainage Easement – see CC&Rs 3.24
<https://goldenvistaresort.nabrnetwork.com/files/3803/dyn118740/CCR-3-31-2017-Recorded.pdf>

16.02 Setbacks. A setback of three (3) feet along the sides, and five (5) feet from the front.

- A. Setback uses requiring an ARC permit are:
1. Adding concrete or asphalt without an ARC permit.
 2. Placing bricks or paving stones on other than dry ground or sand.
- B. Prohibited setback uses are:
1. Permanent structures.
 2. Placement of a park model, a RV or an extension of either into the setback.
 3. Driving or parking any vehicle

Exception: *Parking a golf cart, motorcycle or ATV on setbacks between lots is allowed only when an agreement has been reached between the lot owners. It must be removed if permission is rescinded.*

- C. Removal. If any item placed on or over a setback must be removed by the Resort, it will be removed at the owner's expense. Fines may apply.

PART 17 RESIDENCES

17.01 Residences AZ § 33-2102 <https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/41/04001.htm> and CC&Rs #1.16

A residential unit may be:

A. A Park model:

1. is built on a single chassis, originally mounted on wheels that is placed upon piers.
2. It cannot be self-contained and designed to be connected to utilities necessary for operation of installed fixtures and appliances.
3. the living area cannot be less than three hundred twenty (320') square feet and not more than four hundred (400') square feet.
4. must connect to the utilities associated with the lot it occupies.
5. must have ARC approval before entering the Resort.
6. color must be approved by ARC before bringing into the Resort.

Excluded: *Mobile Homes and Mini/tiny homes*

B. A Recreational Vehicle Only one recreational vehicle per lot is permitted. A motorhome, 5th wheel or travel trailer used as a residence in the Resort must:

1. be self-contained and equipped with an RVIA approved sewer trap and vent.
2. have regulation utility connections for external hook-up (including a screw-type sewer hose and adapter).
3. meet Federal, State, County and City requirements and recreational vehicle codes (RPTIA & RVIA labels and Arizona Certificate seals).
4. be inspected and approved by ARC, the Community Manager or the Community Standards Coordinator before being placed in the Resort.
5. contact the Main Desk to register and obtain RV permit forms and additional information.
6. not be over ten (10) years of age and will not be accepted unless approved by the Community Manager and each subsequent year by ARC.

Skirting is recommended for recreational vehicles that remain in the Resort year around, and must be approved by ARC.

C. Placement. A recreational vehicle must be backed onto the lot with the doorway(s) facing into the parking area. Unless ARC or the Community Manager determines otherwise, proper placement requires:

1. a setback of five (5) feet from any portion of the residence vehicle other than the trailer tongue to the front of the lot line.
2. a minimum setback of three (3) feet from any portion of the residence, a slideout or awning on either side.

3. four (4) feet from the rear lot line.
 - D. Hook Ups. All hookups must be properly attached to the receptacles provided and associated with the specific lot the recreational vehicle will occupy, in accordance with the City of Apache Junction building codes or manufacturer's specifications.
- 17.02 Prohibited Lines and Ropes. It is prohibited to connect any lines, clothes-lines, wires, ropes or sunshades/awnings between or to another recreational vehicle, park model, water risers, electrical pedestals, trees, landscape items and/or a Resort external wall.
- 17.03 Wheel Covers. Wheel covers not commercially produced must have ARC approval. The covers should be kept in good repair and not be held in place with unsightly items.
- 17.04 Prohibited Residence Vehicles. Vehicles not permitted as a residence include:
- A. mobile homes.
 - B. mini/tiny homes
 - C. tents, tent trailers and vans.
 - D. converted school buses or trucks.
 - E. pickup/truck-mounted campers.
 - F. any vehicle which, in the opinion of ARC or the Community Manager detracts from the intent, purpose or general appearance of the Resort.
 - G. minimum recreational vehicle length allowed in the Resort is twenty-one (21) feet as defined by Manufactures specifications.
 - H. maximum length of a recreational vehicle must fall within the setback and easement requirements defined in the Design Guidelines.

PART 18 ENFORCEMENT POLICY

- 18.01 Authority and Intent. The Board and Community Manager shall have the right, but not the obligation to enforce any current Rules and Regulations and the provisions of the current CC&Rs. Any enforcement action shall be in accordance with the procedures listed in CC&Rs Part 12 Enforcement". <https://goldenvistaresort.nabrnetwork.com/files/3803/dyn118740/CCR-3-31-2017-Recorded.pdf>

The Board intends to follow the procedures set forth herein, but reserves the right, in its sole and absolute discretion, to vary from the procedures set forth herein due to the unique circumstances of situations to help ensure that only reasonable fines and enforcement measures are used.

Without limiting the generality of the foregoing, the Board of Directors reserves the right to impose fines in the amounts in excess of those set forth in the fine schedule of this Violation Policy.

This Violation Policy is in addition to any and all other remedies provided for by laws of the State of Arizona and the CC&R Declaration and any amendments thereto and the use hereof does not inhibit the Resort exercising any other rights of enforcement. In addition, and at any time, the Board of Directors may seek legal action to remedy the violation.

18.02 Violation Notices.

- A. First Notice. An initial notice of the violation shall be hand delivered to the owner or sent via USPS or email requesting compliance within the time set forth in the letter. The first notice shall include:
1. The nature of the violation and the provision of the Governing Document(s) violated.
 2. The date the violation occurred and/or was observed.
 3. A date for correction of the violation, which will typically be fourteen (14) days, following receipt of the 1st Notice except in the case of recurring violations.
 4. If applicable, the Board's intent to levy a fine against the owner.
 5. A statement advising the owner of the opportunity to be heard with respect to the violation and the timeframe (at least ten (10) days after the notice was sent) to contact the Resort, in writing, to request a hearing within ten (10) days after the notice was received.
 6. A statement advising the owner of how the owner may contest the violation.
 7. A statement advising the owner of their right to petition for an administrative hearing with the Arizona Department of Real Estate in regard to the violation.
- B. Second Notice. If the violation still exists after the time-frame for compliance, or re-occurs within a six (6) month time period, a second notice may be sent to the owner via Registered mail, return receipt requested, requesting compliance within the time set forth in the letter.
- If the violation is a re-occurrence, the notice shall contain information required to be provided with the first notice.
- C. Subsequent and/or Continuing Violations. If the violation still exists after the time-frame for compliance in the second notice, or reoccurs within a six (6) month time period after the second notice, subsequent violation notices can be sent, and/or additional Fines can be imposed under the same requirements set forth above.
- In addition, and at any time during this process, the Board shall have the right to remedy the violation and/or take legal action. If legal action is taken, the Board will pursue the cost of such action, including attorney's fees, from the owner to the extent allowed by the CC&Rs and/or Arizona Revised Statutes.

- D. Attorney's Fees. If the Board, in its sole discretion, determines that attorney involvement is appropriate for enforcement of the Rules and Regulations or the CC&Rs, the attorney's fees associated with enforcement shall be included as part of the fines charged against the owner.

18.03 Violation Hearing and Appeal Process. When a violation notice is sent to an owner, the notice includes [1] a statement notifying the owner that they have the right to a hearing on the proposed fine and/or to appeal the Resort's finding of a violation [2] a hearing request or appeal must be sent within ten (10) days of receipt of the violation notice.

When an owner wants a hearing on a proposed fine and/or to appeal a violation, written notice must be sent to the Community Manager requesting a hearing on fines and/or to appeal the violation.

- A. An owner's request for an appeal and/or hearing must be received within the ten (10) day deadline stated in the violation notice.
- B. If requested by the deadline, a hearing will be granted, and a reasonable effort will be made to schedule the hearing at a time convenient to both the Board and the owner.
The owner will then be given written notice that the hearing and/or appeal is scheduled.
- C. The hearing and/or appeal shall be heard in executive session unless the owner requests that the hearing/appeal be held in open session.
- D. The Appealing owner will be asked to state their case and present any documentation that is applicable.
- E. Appeals may include demonstration of extenuating circumstances which support a reprieve or deviation from the Governing Document(s).
- F. Each Board Member will have the opportunity to ask the owner specific questions regarding the hearing and/or appeal.
- G. Upon completion of the question-and-answer period, the Board President will state that the hearing and/or appeal has been heard and the Board will make their decision in executive session.
The written notice of the Board's decision will be given to the owner within seven (7) business days.
- H. All decisions of the Board are final and may not be further appealed.
If the appeal is denied and the violation is upheld, the owner must bring the violation into compliance within the time frame in the written notice.
An owner will be deemed to have waived their right to be heard if,
 1. they do not request a hearing by the deadline.
 2. they do not respond to the Resort's reasonable attempts to schedule a hearing.

3. if, after a hearing is scheduled, they do not attend the scheduled hearing or provide at least forty-eight (48) hours' notice of their inability to do so.
4. if an owner waives the right to be heard, the Board will make a decision regarding a fine based on the information it has.

18.04 Fines. A fine may be imposed after the hearing or after the owner waives the right to be heard. Any fine imposed may be applied retroactively to the initial date of the violation.

- A. The owner will be given written notice of the amount of any fines imposed and the due date for payment of such fines.
 1. The Board intends to impose fines generally in accordance the Fine Schedule in Section 18.05 for violations listed on this schedule.
 2. The Board reserves the right to vary from this schedule based on the nature and severity of the offense and the number and history of violations by the owner.
 3. The amount of the fines imposed by the Board shall range from \$10.00 to a maximum of \$500.00.
- B. Once it has been determined by the Board that the violation is a continuing violation, the Board may impose reasonable continuing fines (such as daily, weekly or monthly fines) while the violation continues.

Those fines shall accrue until the owner notifies the Resort that the violation has ceased and the Board confirms that it has ceased.

18.05 Schedule of Fines. In addition to the fine amounts listed below, the Board may impose a fine in the amount of any attorney's fees incurred in Resort with enforcement of these Rules and Regulations or the R&Rs.

- [1] Age and Underage Restriction Violations
 - First Notice – \$100 Fine
 - Second Notice - \$200 Fine
 - Subsequent Notices - \$300 Fine
 - Continuing Violations - \$300 Fine per week
- [2] Trash Containers Violations
 - First Notice – no Fine
 - Second Notice - \$10 Fine per day left out
 - Subsequent Notices - \$20 Fine per day left out
- [3] Parking and Vehicle Violations
 - First Notice – no Fine
 - Second Notice - \$50 Fine
 - Subsequent Notices - \$100 Fine
 - Continuing Violations - \$50 Fine per day
- [4] Landscaping Violations (Including Weeds)

First Notice – no Fine
Second Notice - \$50 Fine
Subsequent Notices - \$100 Fine
Continuing Violations - \$100 Fine per week

[5] Failing to Properly Maintain Structures or Vehicles on Lot (Includes Painting)

First Notice – no Fine
Second Notice - \$50 Fine
Subsequent Notices - \$100 Fine
Continuing Violations - \$100 Fine per week

[6] Unapproved/Prohibited Items Placed/Stored on lot (Including Garbage)

First Notice - minimum \$50 Fine
Second Notice - minimum \$100 Fine
Subsequent Notices - minimum \$250 Fine
Continuing Violations - \$250 Fine per week

[7] Commencing Addition or Modification to Existing Structure, or New Structure Without ARC Approval

First Notice - minimum \$100 Fine
Second Notice - minimum \$200 Fine
Subsequent Notices - minimum \$350 Fine
Continuing Violations - \$350 Fine per week

[8] Trade, Business, or Solicitation Violation

First Notice - minimum \$100 Fine
Second Notice - minimum \$225 Fine
Subsequent Notices - minimum \$375 Fine
Continuing Violations - \$375 Fine per week

[9] Animal or Animal-Related Violation – No Injuries or Property Damage

First Notice – no Fine
Second Notice - \$50 Fine
Subsequent Notices – \$100 Fine
Continuing Violations - \$50 Fine per day

[10] Animal Violations Causing Injuries to Person(s), Other Animal(s), or Property

First Notice – minimum \$100 Fine
Second Notice - minimum \$200 Fine
Subsequent Notices - minimum \$300 Fine
Continuing Violations - \$400 Fine per week

[11] Sign Violations

First Notice – no Fine
Second Notice - \$50 Fine
Subsequent Notices – \$100 Fine

Continuing Violations - \$50 Fine per day

- [12] Nuisance, Noise, and/or Light Violations
 - First Notice - minimum \$50 Fine
 - Second Notice - minimum \$100 Fine
 - Subsequent Notices – minimum \$200
 - Continuing Violations - \$200 Fine per week

- [13] Unsafe Conditions (Including fires)
 - First Notice – \$100 Fine
 - Second Notice - \$200 Fine
 - Subsequent Notices – \$300 Fine
 - Continuing Violations - \$400 Fine per week

- [14] Harassment
 - First Notice – \$100 Fine
 - Second Notice - \$200 Fine
 - Subsequent Notices – \$300 Fine
 - Continuing Violations - \$400 Fine per week

- [15] Common Area Amenity Violations (Pool, Fitness Center, and all Amenities)
 - First Notice - minimum \$50 Fine
 - Second Notice - minimum \$100 Fine
 - Subsequent Notices – minimum \$200 Fine
 - Continuing Violations - \$200 Fine per week

- [16] Unauthorized transfer of Resort permits/passes.
 - Revocation of all current permits/passes upon each occurrence.
 - Offender must purchase new permit/pass following a revocation.
 - First Offense – minimum \$50 Fine
 - Second Offense – minimum \$100 Fine
 - Subsequent offense - minimum \$250 Fine

- [17] Rental Period Violations
 - First Notice – \$100 Fine
 - Second Notice - \$200 Fine
 - Subsequent Notices – \$300 Fine
 - Continuing Violations - \$400 Fine per week

- [18] Prohibited Items placed in the restricted Golden Vista dumpster.

First Notice -	minimum immediate	\$100.00 Fine
Second Notice -	minimum	\$150.00 Fine
Subsequent Notices -	minimum	\$ 200.00 Fine
Continuing Notices -	minimum	\$ 250.00 Fine

18.06 Non-payment of Assessments Effective 1/1/2020, the current rule is
https://goldenvistaresort.nabrnetwork.com/files/3803/dyn118740/Assessment_Collection_Policy2020.pdf
in accordance with Arizona Statutes
§ 33-1803 <https://www.azleg.gov/ars/33/01803.htm>
§ 33-1807 <https://www.azleg.gov/ars/33/01807.htm>
§ 33-1256 <https://www.azleg.gov/ars/33/01256.htm>

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

18.08 Resort Security. The Community Manager has the responsibility and authority to appoint or hire persons to carry out compliance, security and enforcement duties in accordance with the procedures recommended by ARC and the Security and Safety Committee and approved by the Board.

PART 19 REQUEST FOR REASONABLE ACCOMODATIONS AND MODIFICATIONS

19.01 Purpose. The Resort has an obligation under the federal and state fair housing laws to make reasonable accommodations in rules, policies, practices, or services, when such accommodation is necessary to afford a disabled person equal opportunity to use and enjoy their dwelling, including the Resort's common area.

Furthermore, the Resort has a duty to allow owners and residents who are disabled to make reasonable modifications, at their own expense, to the common area and their lots, if such modification will allow the disabled person full use and enjoyment of their dwelling.

The Community Manager addresses requests for reasonable accommodations and reasonable modifications. Therefore, please contact the Community Manager for further information if you have such a request

PART 20 DISPUTE RESOLUTION

20.01 Disputes In most cases disputes can be resolved by a meeting with the Community Manager.

Exception:

- [1] disputes between owners and nonowner residents,
- [2] disputes regarding violations,
- [3] the imposition of fines set out in Part 19 above.

Any resident of Golden Vista Resort should request a hearing as set out in 20.02 if involved in a dispute or disagreement with:

- A. other residents,
- B. management,
- C. club or organization
- D. the Board of Directors.

20.02 Private Hearing

A hearing panel shall consist of the Community Manager and three (3) members of the Board of Directors.

The complainant and the person(s), club or organization against whom the complaint is lodged may have up to three (3) witnesses in attendance, all of whom may testify before the panel.

The proceeding shall be informal with a member of the Board of Directors acting as facilitator. To be binding, any resulting agreement must be in writing signed by the aggrieved and the hearing panel.

If the Private Hearing does not result in agreement, the aggrieved may appeal to a hearing before the full board at an open public meeting as set out as follows.

20.03 Appeals to the Board of Directors

A. After receipt of the request for a hearing before the board will be scheduled within thirty (30) days with the appellant, the Community Manager, the person(s), and club or organization against whom the complaint is lodged.

A quorum of the board is required, and all members must serve without prejudice. Board members stating a conflict of interest will be excused.

All participants will be notified of the time and place of the meeting.

B. The procedure for the hearing shall be as follows:

1. An opening statement will be presented by each party with the Appellant being heard first.
2. Presentation of evidence or testimony with cross examination of the witnesses by each will be allowed. The Appellant shall be heard first.
3. Rebuttals and a closing statement will be given by each party with the appellant being heard last.
4. The board may ask questions of witnesses, review evidence and take such action during the course of the hearing as it deems reasonable and appropriate to reach a just decision in the matter.

C. A board decision will be rendered within ten (10) days and all participants will be notified in writing with a copy of the decision placed on file with the Community Manager.

D. The board decision is final.

PART 21 AMENDMENTS

21.01 Conflicts. In the case of any conflict between these Rules and Regulations and any of the other governing documents, the other governing documents shall take precedence.

21.02 Passage of Amendments. These Rules and Regulations may be amended at a Regular or Special Meeting of the Board, if listed on the agenda. For amendment by Petition, see By-Laws.