

VILLAGE CAMP OUTDOOR RESORTS

8350 E. Raintree Dr. Ste 220

Scottsdale, AZ 85260

An All-Age Recreational Resort Community

RULES AND REGULATIONS



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

These Rules and Regulations and the signs and directives posted within The Village are incorporated by this reference into these Rules and the Rental Agreement and tenancy and apply throughout The Village.

1. **OVERVIEW.** The Village is a resort community intended for short-term and seasonal vacation use with limited terms of occupancy and not as a primary or permanent residence. Village Camp may be closed at certain times of year.

2. **DEFINITIONS.** See separate Definition sheets for the terms applicable to these Rules and the other Village Documents, most of which are capitalized in the documents. As used herein, the term "Vacation Unit" excludes a Safari Tent and refers to a factory-built RV, Park Model Home aka Cabin Home, Camper, trailer, or other lodging unit in The Village, and all Improvements to any of the foregoing.

3. **INDIVIDUALLY OWNED CABIN HOMES.** A separate Rules Addendum, incorporated into these Rule and the Rental Agreement, applies to individually owned Cabin Homes

4. **EMERGENCIES.** Call 911 first. Then, if needed, contact the Management. The Management's after-hours emergency phone number is (928) 655-0969. If you experience or witness any unlawful act, please report it to local law enforcement and the Management. Note- Village Camp staff are not security officers or guards.

5. **GUEST AND VISITORS.**

A. **Guest Registration.** Guests and Visitors are not permitted at Safari Tents. For other Vacation Units, Guests and Visitors of all ages must be registered at the Management Office immediately upon arrival and shall not be in The Village or use Village Facilities without a host Tenant or Resident being present. Tenants who have a Guest present are subject to a daily Guest Fee. Unless otherwise Approved by Management, the presence of a Guest is limited to fourteen (14) days in any calendar year. A Guest present for more than fourteen (14) days in a calendar year is treated as a prospective Tenant and is subject to Management's Approval. Management may at any time limit the quantity of Guests, Visitors and Invitees and may prohibit any individual from The Village.

B. **Tenant Responsibility to Educate Others.** Everyone in The Village is subject to the Rules, The Village Documents and applicable terms and laws. Tenants are responsible for educating their Residents, Guests, Visitors and Invitees on the foregoing, and are responsible for the conduct of, and liabilities and damages caused by, the foregoing individuals. A breach of the foregoing shall be deemed a failure by Tenant to perform an express term of these Rules.

6. **VILLAGE FACILITIES.**

A. **Use of Village Facilities and Property.** The Management reserves the right to control access to and the use of all Village Facilities and property. The use of Village Facilities and property may be restricted or revoked for improper conduct. Additional policies applicable to The Village Facilities are posted within The Village and also contained in these Rules.

B. **Changes to Common Areas and Village Facilities.** The current condition, content or appearance of any common area or Village Facility in any photo, brochure, statement, or other advertisement, shall not constitute a promise, agreement, warranty or assurance that such feature is or will continue to be offered for any particular time or in any particular manner.

7. **ABSENCES AND LONG-TERM SEASONAL TENANTS.** Periodic or seasonal long-term Tenants, including Tenants who will be absent from The Village for more than thirty (30) days during a tenancy term, must notify the Management Office upon arrival and departure, and must arrange for the care of their Vacation Unit or RV during absences as required by The Village Documents.

8. **NOISE/QUIET HOURS/PRIVACY/APPROPRIATE CONDUCT.**

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

B. **Cameras/Privacy.** Security cameras, doorbell cameras, vehicle cameras, and similar recording devices shall not be aimed at other Vacation Units or Lots or invade the privacy of others. The Management may, at any time, require confirmation of the foregoing and/or reasonably enter a Lot to inspect and determine compliance.

C. **Prohibited Individuals.** The Management may prevent access to, and remove from The Village, anyone deemed objectionable, including, but not limited to, individuals: whose tenancy was previously relinquished, terminated or subjected to an eviction action or Abandonment; denied tenancy or access; 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 the Management otherwise Approves, such persons are not permitted to enter The Village 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 Village.

D. Security Alarms. Unless approved by the Management, no security alarm devices are permitted in Vacation Units which emit an exterior light or a sound that is perceptible beyond the boundary of the Lot. If Tenant is away from their Lot, the Management shall have the right, at Tenant's risk and expense, to cause an alarm or siren which is malfunctioning or violates the Rules to be disabled.

9. MANAGEMENT & MISCELLANEOUS.

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

B. Disputes. Under the law, The Village owner has the ability to address only a limited scope of matters. Should a conflict or dispute arise among Tenants or occupants, the subject individuals are responsible for resolving their dispute unless the Management or Village Owner is expressly required by law to intervene.

C. 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 Village in breach or violation of any law or contract.

D. Requests/Concerns. Except in the event of an emergency, issues of concern, suggestions or complaints to the Management 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 the 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, AZ 85260 Scottsdale, Arizona 85260.

E. Lot Entry. The 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, the Management purposes, collections, issuing notices, communicating with individuals, and for legal purposes.

F. Maintenance/ Problem Conditions/Violations. Tenants must immediately contact the Management about any perceived unfit, unsafe or hazardous condition in The Village; any injury sustained within The Village; a problem requiring maintenance or repair; or a material breach or violation. The Management will make reasonable efforts to address violations of which it is aware. Typically, enforcement will be a private matter between the Management and the offender.

G. The Management/Owner Discretion. Whenever any Village Document or law allows The Village Owner or the Management to make a determination on compliance, alterations, maintenance, violations, Approvals, etc., or if an interpretation of The Village Documents is necessary, The Village Owner or the Management, and their agents, as the case may be, shall have the right to exercise their sole and absolute discretion in making that determination or interpretation, which decision/determination shall be final. **A lack of response is not an Approval.**

10. ACCOMMODATIONS.

A. Reasonable Accommodations. The Village may grant accommodation to an individual 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 Village, have caregivers (a "**Caregiver**") occupy a Vacation Unit 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 Vacation Unit. Prior to commencing live-in care, the Management may require a Caregiver to pass a background screening like that of an applicant. 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 Management, Tenant, Resident and/or the Caregiver may be required to sign a Caregiver Addendum. Caregivers must comply with the Rules and Village Documents, they have no rights of tenancy, and any agreement between the Tenant/Resident and Caregiver does not the modify terms of The Village Documents.

11. ACCESS DEVICES.

A. Access Devices. Access keys, transmitters, fobs, gate openers and/or access cards (collectively, "**access devices**") may be used in The Village. Should an access device be abused, lost, possessed by unauthorized persons, or not returned upon request by the 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 Village for administrative charges incurred in the re-keying, re-coding and reissuance at the rate of \$50.00 per instance.

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

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

12. **MAIL/PACKAGES/MESSAGES**.

A. No Mail or Delivery Service. General mail and other delivery services are not available in The Village.

B. Bulletin Board. An informational bulletin board is located at the clubhouse.

13. **ADDITIONAL RULES FOR MOTORHOMES/CAMPERS/TRAVEL TRAILERS**.

A. No storage. No storage on patios, carports, driveways, Lots or under a camper, motorhome, or travel trailer.

B. Sewer Connection. Sewer hookups must have a threaded connection.

C. For Sale. Any RV which is not subject to the RV Act shall not be sold or advertised for sale in The Village.

D. Move-In. Motorhomes, Campers, and travel trailers shall not be brought into or removed from The Village without complying with The Village Documents and obtaining the Management's Approval.

14. **PROHIBITED ACTS**.

The following acts are, among others, examples of conduct that are prohibited in The Village:

A. Using, entering, crossing, or otherwise trespassing on other Lots whether on foot or other modes of transportation;

B. Violation of any law, Rule or ordinance;

C. Public use of an unlawful or controlled substance (including medical marijuana);

D. Engaging in or facilitating any criminal activity;

E. Entering any Village Facility outside of designated hours or using Village Facilities contrary to the Rules, signage, or the Management's directives;

F. The leasing, subleasing, short-term or vacation rental (including advertising a Vacation Unit or RV on a vacation or short-term rental site or publication such as Airbnb), sale, or exchange of Vacation Units (except as otherwise provided in The Village Documents, and excluding such actions by The Village Owner, The Village Owner's affiliates and related entities) or occupancy by individuals who have not been Approved, in writing, by the Management;

G. Outdoor furniture on a Lot unless commercially manufactured for outdoor use (furniture intended for indoor use cannot be used outdoors);

H. Outdoor appliances (unless Approved by the Management);

I. Outdoor storage on a driveway, patio, or Lot (including tools, bicycles, and sports equipment) except as otherwise provided in these Rules;

J. Fireworks;

K. Open fires and wood burning fire pits

L. Wood burning or pellet stoves or smokers;

M. Wood and storage piles;

N. Unmanned or remote-controlled vehicles, aircraft and drones;

O. Business or commercial activities, trades or other non-residential uses;

P. 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;

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 Village or the peaceful enjoyment of The Village 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 Village Owner to liability risks, violations of the law, increase The Village'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 Village's contractual or business relationships, or the Management's ability to effectively manage The Village;

W. Damage or destruction of property;

X. Unreasonable quantities of police or law enforcement responses to a Vacation Unit, 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);

15. CONDITIONAL RESTRICTED CONDUCT.

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

A. Use of The Village'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 sales;

D. Activities that attract an excessive quantity of Invitees (as determined by the Management);

E. Noisy machinery or equipment;

F. Street activities; and

G. Exterior speakers, horns, whistles, bells, or other sound devices.

16. **WEAPONS/FIREARMS.** Only persons lawfully permitted to have a weapon may store or possess a weapon in The Village. Weapons must be kept inside a Vacation Unit, locked vehicle or locked vehicle compartment and must be secured and not visible from outside of the Vacation Unit or vehicle. An unloaded firearm or weapon may be transported directly to or from a vehicle or Vacation Unit provided it is unloaded, 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 Vacation Unit or anywhere else in The Village except by law enforcement personnel while 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.

17. **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 damage caused by improper usage shall be the responsibility of the Tenant of the Lot. Violations are a material violation.

18. GOLF CARTS.

A. **Operations.** Golf carts must be operated only by licensed drivers, ONLY driven on the streets (not sidewalks) in The Village and must have reflectors and a functioning light on the front and rear if 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.

19. **BICYCLES, SKATEBOARDS, SCOOTERS, ETC.**

A. **Bicycles.** Bicycles and e-bikes shall ONLY be driven on the roads in The Village and must have reflectors and a functioning light on the front and rear if 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. Bicycle racks are located in various locations in The Village. Racks must be used where available.

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

C. **Skates/Skateboards/Scooters.** Skates, skateboards, scooters, Segways and the like are prohibited in The Village.

20. **VEHICLES.**

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

B. **Registration.** The Management may require all vehicles parked in The Village to be registered at the Management Office.

C. **Permits.** Long-term 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.

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

E. **Speed Limit Safety.** **THE SPEED LIMIT IN THE VILLAGE 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.

F. **Quantity of Vehicles.** Unless the 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 parking area.

G. **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 scooter devices for individuals with disabilities), minibike, moped and other similar vehicles. The Management must Approve all Motorcycles. Motorcycles shall not be driven recreationally in The Village and must use the most direct route between the entrance and Tenant's Lot.

H. **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.

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

21. **PARKING.**

A. **No On-Street Parking.** **PARKING ON THE STREETS IS PROHIBITED.**

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

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

D. **No Obstructions.** Vehicles must not obstruct access for emergency vehicles, garbage trucks, Vacation Unit 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.

E. **Parking Only at Own Lot.** Tenants shall park only in the designated parking area on their Lot, and except when visiting, shall not park at the Lot of another Tenant unless Approved by the Management.

F. **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.

G. **Abandoned Vehicles.** Abandoned vehicles are not permitted. Any prohibited vehicle (addressed below) or vehicle not displaying current registration tags, a parking 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.

H. **Prohibited Vehicles.** The Management may 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 Village unless otherwise Approved by the Management: **motor homes, travel trailers, truck campers and other Campers on Lots with a Cabin**

Home; vehicles having a gross vehicle weight rating exceeding 6,500 pounds; vehicles without a current registration and parking permit; inoperable; missing any body panel; unsightly or noisy; commercial vehicles (work vans or trucks, marked taxis, service vans, tow trucks, flat beds, buses, etc.); semi-trucks; boats, jet skis, and watercraft; dune buggies, quads, sand rails, side-by-sides, all-terrain vehicles or cycles; snow machines and snowmobiles; dirt bikes; motorized or electric go-carts or motor scooters; and all similar types of vehicles and watercraft.

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

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

K. Repairs Maintenance/Washing. Washing, repairs or maintenance to a vehicle, trailer, or watercraft (including, but not limited to oil, fluid and tire changes) are prohibited. Exception: a Tenant or a mobile detailer may wash a Cabin Home or RV **owned by a Tenant** using a low water use device. Every attempt should be made to keep water from flowing into the street. Washing activities are not permitted more than once per week per Lot.

L. 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 the Management, are prohibited.

M. 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 Village, 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.**

N. Covers On Vehicles. Covers on vehicles and tires are prohibited.

O. 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 a motor home when not in use.

P. Additional Limitations. In addition to the foregoing prohibitions and limitations, the Management reserves the right to impose further limitations on vehicles if deemed to be in the best interest of The Village.

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

R. 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.

22. IMPROVEMENTS.

A. Improvements. **Unless expressly Approved in writing, Tenants shall not make any Improvements to a Vacation Unit, RV or Lot. IMPORTANT NOTICE:** The term "Improvement" includes, but is not limited to, the following modifications to any Vacation Unit, RV or Lot: structural modifications, non-structural interior modifications that are visible from the exterior, roofs, screened areas, changes in the size of a Vacation Unit, RV or Improvement, windows, doors, electrical, plumbing, 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, screens, exterior lighting and all other structures and modifications of every type and kind, **including any exterior color or other changes to a Vacation Unit, Improvement or Lot**, whether or not visible from a street, or another Vacation Unit or Lot.

B. Awnings/Canopies. Factory installed awnings attached to an RV (not a Cabin Home), in good condition, are permitted. Freestanding awnings, and portable and freestanding canopies are not permitted at any RV or Cabin Home.

23. GARBAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS.

A. 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 in a container if required by the Management) and set curbside at your Lot on designated pickup dates.
- (3) Boxes and cartons must be flattened.
- (4) Sorting through or removing items from trash bags or refuse containers is prohibited.

B. Dumpsters. Dumpsters are available for Tenant use in conformance with these Rules and posted signs. Dumpsters on individual Lots are prohibited.

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

D. 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 Village. 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 Village and must be disposed of in a proper manner in accordance with applicable environmental laws. Individuals violating this law may be prosecuted.

E. Violations. Residents shall not engage in or allow any waste disposal practices that would place The Village Owner or the Management in breach or violation of any applicable law, or contract with its waste removal providers. Unless otherwise provided in The Village Documents, violations of the foregoing policies may result in fines up to \$250.00, administrative charges of not less than \$150, the cost of correcting any disposal violations, hazardous materials charges, removal costs, termination of tenancy, governmental fines and possible criminal prosecution for certain acts.

24. SIGNS AND FLAGS.

A. Prohibitions. No sign, banner, advertisement, sign/statement, etc., shall be placed on any Vacation Unit or window, Lot or in The Village, 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 the Management) and as noted below. The 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. No Political/Contentious Signs. Political, election, combative, controversial, or contentious signs on Vacation Units or Lots, as determined by the Management, are prohibited unless this prohibition is expressly disallowed by State or local laws.

C. Flags. Each Vacation Unit, while occupied, 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. Management may remove flags that violate this policy. 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.

25. UTILITIES/CABLES/LOT.

A. No Digging Without Pre-Approval. There are underground utility lines in The Village. 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.

B. No Extension Cords. Electrical extension cords and other temporary utility lines shall not be run to vehicles, RV's or other Vacation Units.

C. Utility Valves, Pedestals and Systems. Tenants must ensure that utility valves, pedestals, sewer and utility systems are accessible at all times. Tenants shall not open, tamper with, or modify utility pedestals, equipment or systems. Please contact the Management if assistance is needed.

D. Propane Service. Campers, fifth wheel RV's and other trailers must set their propane tanks curbside for service.

26. STRAY AND WILD ANIMALS. The Village 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 stray and animal control authorities may be contacted.

27. ANIMAL POLICIES.

A. Pets And Assistance Animals.

(1) Quantity. A maximum of two (2) generally recognized Pets are permitted per Vacation Unit. Pets are not permitted in a Safari Tent.

(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 A.R.S. § 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 the Management, Tenants shall provide a photo of each animal, and its type, size, breed and age shall be provided and updated upon request. The Village may, in its sole discretion, reject certain animals as stated herein.

- (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 Village 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 Village by others.
- (6) Animal Care. Tenants are responsible for the proper care and feeding of their animal(s), as well as any required vaccinations or necessary veterinary treatment.
- (7) Leash. Except for the dog park, 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 Vacation Unit.
- (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 Village 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 Village 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 terminate a tenancy or revoke Approval to have the subject animal or another animal in The Village.
- (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 the 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 Village 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 the Management.
- (12) Visiting Pets. Guests and Visitors shall not bring Pets into The Village without the Management's Approval.
- (13) No Trespassing. Animals shall not trespass on other Lots.
- (14) No Pet Areas. Pets shall not enter Village Facilities (except for any specifically designated pet area, such as the Dog Park) or be walked through designated "no pet" areas. Assistance Animals shall not be recreationally walked through a designated "no pet" area unless rendering assistance.
- (15) Pickleball and Sports Courts. Animals are not allowed on pickleball and sports courts except for an Assistance Animal rendering assistance to an individual partaking in an activity.
- (16) Animal Housing. Outdoor dog houses, pet kennels, pet fencing, etc. are not permitted.
- (17) Wild Animals. Tenants must safeguard their own animals against stray or wild animals.
- (18) No Burials. Deceased animals shall not be buried within The Village.

B. Prohibited Animals. The following animals are not permitted in The Village:

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

C. Assistance Animals.

- (1) Accommodations. The Village will evaluate requests for special accommodation, including necessary modifications to its Rules for Assistance Animals. Legitimate Assistance Animals are not considered Pets and the Pet Fee is inapplicable.
- (2) Documentation. For a non-obvious disability, the 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, the 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.

28. **DOG AREAS/DOG PARK.**

- A. Use of any dog park or dog-walk area (collectively, “**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. Individuals under the age of sixteen (16) 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 immediately report the situation to the Management.
- G. Tenants/handlers are responsible for all damage 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 dogs (except for water).
 - (11) Visiting dogs.
 - (12) Aggressive dogs or fighting.
 - (13) Smoking.
 - (14) Alcoholic beverages.
 - (15) Food.
 - (16) Glass containers.

29. **VILLAGE FACILITY RULES.**

In addition to posted signs and other Rules in The Village Documents, the following policies apply to all Village Facilities, both indoor and outdoor:

- A. **Facility Hours.** The hours of operation for individual Village Facilities are posted.
- B. **Violations.** All Rules, signs and safety regulations must be observed. Violations may result in the suspension or revocation of privileges, termination of tenancy and/or issuance of a Violation Notice.
- C. **Permitted Users.** Village Facilities are not open to the public and are only 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. The Management reserves the right to regulate the use of all Village Facilities, to limit specific users or the quantity of users, and to require any user to leave any Village Facility (Note- the failure to leave so will be deemed an act of trespass). The Village is not responsible for lost or stolen items.
- D. **Use Limitations.** The Village Facilities are for limited recreational uses only and are not to be used as a substitute for activities to be undertaken in a Vacation Unit or RV (ex. personal cooking, sleeping, showering, etc.).

E. Access. Some Village Facilities may require an Access Device for entry. A deposit may be required to obtain an Access Device.

F. Restrictions/Limitations. The 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 Village Facilities. For example, Village 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. All Village Facilities used must be returned to a clean, sanitary and organized condition, and all trash discarded. 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 45-minute time limit on activities (pickleball, basketball, 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 Village 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. Footwear. Except when in the pool and splash pad areas, footwear must be worn in The Village.

M. Food/Drinks. Except for water in non-glass containers, food and beverages are not permitted in the pool and splash pad areas. Glassware is not permitted in Village Facilities.

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

O. Private Events. Village Facilities are not open to the public. The Management controls the use and scheduling of all Village Facilities, which can only be used with the Management's Approval. One or more Tenants must agree to serve as the responsible party for any gathering or event and be responsible for the conduct of the participants and the care of the Facility. The host Tenant must be present at all times and is responsible for any clean up and damage. Liability insurance, a deposit and a cleaning fee may be required depending on the type of event.

P. Alcoholic Beverages/Intoxicants. The reasonable consumption of alcoholic beverages, in non-glass containers by persons at least 21 years of age, is permitted at Village Facilities, if used in a safe and responsible manner, within the sole discretion of the Management. Other intoxicants are prohibited. The Management reserves the right to prohibit or restrict alcoholic beverages and other intoxicants outside of Vacation Units or by specific individuals.

30. HEALTH/SAFETY/RISKS/INSPECTIONS.

A. Risks. The Village contains various sports, water, recreation, fitness, playground and other facilities and equipment (collectively, "**Equipment**") for the benefit of Tenants and their authorized Visitors and Guests. The use of such Equipment comes with the risk of bodily injury or death. Facilities and Equipment should be used only by individuals who are proficient at using those features, and children should be supervised by a responsible individual. To the fullest extent permitted by law, The Village disclaims any responsibility for the proper use or operation of such Equipment or the resulting consequences.

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

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

31. LAUNDRY FACILITY.

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

B. No Smoking. Smoking is prohibited.

C. Operator. The laundry Facility is operated by an independent contractor for use by Tenants. Hours are posted.

D. 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.

E. Prohibited Items:

- (1) Food and drinks other than water in non-glass containers.
- (2) Dyes in sinks, washing machines and dryers.
- (3) Rubberized items in any machine.

F. Responsibility. The Village is not responsible for lost, stolen or damaged articles. Users are responsible for damage caused to any machine.

G. Problems/Lost Items. Please immediately contact the Management Office if any problem exists. Please bring any “lost” items to the Management Office.

H. Clotheslines. Outside clothes lines are not permitted. Towels, swimsuits, and other clothing shall not be hung outdoors.

32. **SWIMMING POOL/WHIRLPOOL SPA/SPLASH PAD**.

The following policies apply to the swimming pool, spa and splash pad Facilities:

A. Hours. The pool Facility, which includes the spa and splash pad, is open seasonally during posted hours.

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. Proper Attire. Shirts or cover ups, as well as 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.

D. Shower. Persons using the pool Facility must first take a cleansing shower.

E. 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 shutdowns.

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

G. Important Warnings and Recommendations. **THERE IS NO LIFEGUARD ON DUTY. Exercise caution at all times. Swimming, or using the spa or splashpad alone, is not recommended.** People who are not proficient swimmers should be accompanied by a person who is a proficient swimmer when using the pool.

H. Whirlpool Spa Warning. The spa is limited to individuals age 16 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.

I. 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, spa or splashpad unless wearing a swim diaper. Standard diapers are NOT ALLOWED.
- (2) For health reasons, children who are not toilet trained are not permitted in any pool, spa or splash pad. Diapers and swim diapers are not permitted.
- (3) Children and minors must always be supervised by a responsible individual, shall not be left unattended, and are the responsibility of the host Tenant.

J. No Equipment Tampering. **Tampering with pumps, equipment or electrical items can cause injury, death and property damage. Anyone altering, operating, or tempering with the equipment will be responsible for all damages and injuries, potentially subject to immediate termination of tenancy, and possible civil or criminal liability.**

K. The Following Types of Items and Conduct Are Prohibited In The Pool Facility Areas (including walkways): **Glass Items; smoking; chewing tobacco; intoxicated or impaired individuals; food and gum; aluminum or plastic containers;** running; diving; loud noises or music (personal music devices with headsets/earbuds are permitted provided they do not emit sounds perceptible to others); boisterous, disruptive or dangerous conduct; pets; pins, earrings, jewelry and other sharp or potentially dangerous items; speakers (unless Approved by the Management); bicycles; inappropriate language, conduct or music which is obnoxious, harassing, or otherwise problematic; and any other conduct that may be prejudicial to the health, safety or enjoyment of others, as determined by the Management. The Management may Authorize certain music and musical instruments during events.

L. Recreational Items and Flotation Devices. Tubes, rafts, and other floating or recreational items must be removed from the pool area when not in use, if causing a nuisance, if there is a large crowd, or if otherwise requested by any employee of Village Camp.

33. **TENANCY TERMS/TERMINATION.**

(1) Tenancies of 180 days or less may be terminated by the Management at any time for non-compliance with the law, Village Documents or without cause.

(2) For long-term tenancies exceeding 180 days, a tenancy may be terminated in accordance with the RV Act, including if a Tenant, Resident or Invitee engages in a material and irreparable breach or unlawful conduct; violates any applicable crime prevention guideline; or engages in any other type of conduct that jeopardize or poses a potential threat to property or to the health, safety or welfare of any person in The Village, whether or not Tenant is aware of the conduct and whether or not the conduct is criminal in nature. Prohibited 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 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 Village). Unless otherwise expressly required by the RV Act, proof of such a violation shall be by a preponderance of the evidence and shall not require a criminal conviction. Law enforcement reports and information shall be admissible as evidence in enforcing violations.

34. **MISCELLANEOUS AND LEGAL.**

A. Transmitters/Interference. The 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 Village.

B. Rules/Modifications. The terms of The Village Documents and all applicable laws, as well as signs, notices or directives posted in The Village are made a part of these Rules and are incorporated herein by this reference. The Village reserves the right to revise, add, delete or otherwise modify the Rules and The Village Documents, from time to time, as is necessary to comply with legal requirements, to advance the best interests of The Village, Tenants and/or the Owner. In order to operate The Village, The Village, the Management and their employees, representatives, agents, contractors, and persons operating at their direction are exempt from The Village 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 Village Documents. Should a tribunal of competent jurisdiction determine that any language in The Village 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 Village Documents is rendered invalid, inapplicable or non-conforming with any law, the language and provision shall be deemed modified to comply with law and shall only be enforced in conformance with the applicable law.

D. Approvals. Notwithstanding any other provision to the contrary, The Village's approval of any request, Improvement, or condition (collectively, in this section, "**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 Village's requirements. Any Approval of a Request is conditional and may be revoked if is not properly 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, after a reasonable period of time, or for reasonable cause. In such an event, the Approved Request will be deemed rescinded, and, in the case of an Improvement, it shall be removed at Tenant's expense and the affected area restored to its original condition or such condition as required by the Management.

E. No-Waiver/ Remedies. The Village Owner's and the Management'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 Village Documents or the law shall not be deemed a legal waiver, shall not preclude The Village from enforcing the obligations thereunder and shall not relieve Tenant of the duty to comply with the law and The Village Documents. Except for an intentional written waiver executed by an authorized officer of The Village Owner, no actions or inactions by The Village or the Management, and nothing contained in The Village Documents shall be construed as waiving any rights under The Village Documents or the law. The Village'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 right, remedy, claim, 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, claim, or a violation or termination notice is pending shall not be deemed a waiver of The Village's right to enforce the violation or termination and shall not serve to reinstate a tenancy except as provided under A.R.S. § 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. There are no common areas between or adjacent to Lots unless expressly identified on the Map. The Village Owner is not liable for variances between the Map and the actual location of Vacation Units or Improvements. Lot boundaries are approximate and flexible, and the Management may adjust boundaries to avoid controversies, accommodate Improvements, and to address setbacks, Vacation Unit sizes, utilities, the needs of The Village Owner 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. The Village Owner shall, if requested, conclusively resolve any boundary dispute issue.

G. Nearby Properties. The Village does not control surrounding or nearby properties, their zoning, conditions or uses.

H. Violations/Legal Fees. Any violation of The Village Documents or the law, or the commission of a crime, shall also be treated as a violation of these Rules and Tenant’s Rental Agreement. The Management shall have the right, in its reasonable discretion, to determine whether a violation has occurred. A violation of The Village Documents is 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 Village may upgrade or change portions of the Village or Village 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 The Village Document or law allows the Village or the Management to exercise discretion to make a determination on compliance, alterations, maintenance, violations, Approvals, etc., or if an interpretation of The Village Documents is necessary, The Village Owner or the 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 Village 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 Village Documents shall be given their fair meaning and are to be liberally construed to meet the intent of The Village and The Village Documents as a whole, to maximize the rights and remedies of The Village Owner to properly manage, supervise and control The Village community, and to provide for the greater good of The Village. 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 omission 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 Village 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 Village Documents, the Rules shall control over the Rental Agreement. 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. All prior or contemporaneous communications, advertisements, negotiation, and representations are hereby merged into The Village Documents. The printed terms contained and referenced in The Village Documents constitute the ENTIRE AGREEMENT between The Village, Tenant and any approved occupants. No verbal terms are applicable.

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

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

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