



Rules and Regulations

Dated:
December 31, 2020

FOREWORD

These *Rules and Regulations* are applicable to the Munds Park RV Resort Residents, Overnighers, Guests and Visitors. All previous editions of *Rules and Regulations* are hereby amended. Changes made in this document supersede the wording in all previous editions.

The *Rules and Regulations* that appear in various editions of the park brochures have been condensed for space and ease of use considerations. The following *Rules and Regulations* are the complete rules and regulations governing the Munds Park RV Resort.

The Munds Park RV Resort Rules and Regulations may from time to time be adopted, amended or repealed upon thirty (30) days written notice.

The Munds Park RV Resort is not responsible for and assumes no liability for theft, vandalism, loss or other damages to property and/or injury to personal arising out of use of the facilities or caused by others while on the Resort.

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RULES AND REGULATIONS

Dated 12/31/2020

PURPOSE:

These *Rules and Regulations* provide clarification regarding the use and occupancy of the facilities of the Munds Park RV Resort and to establish rules of conduct for the good of all persons present on Munds Park RV Resort. These *Rules and Regulations* will be enforced to insure and improve the quality of our Resort, our environment, and our lifestyle.

PART 1 Definitions

Unless the context clearly requires otherwise, the following terms used in these Rules and Regulations are defined as follows. Defined terms appear throughout these Rules and Regulations with the initial letter of such terms capitalized.

- 1.1 Adult. Any person who is at least eighteen (18) years of age.
- 1.2 Appurtenances. Awnings, porches, decks, skirting and other attachments to a Residence Vehicle.
- 1.3 Child/Children. Person(s) under eighteen (18) years of age.
- 1.4 Common Areas. Include, but are not limited to streets (often referred to as driveways), sidewalks, ramada, general store, recreation building, gym, laundry facilities, greenbelt(s), playground, swimming pool and spa.
- 1.5 Full Season. The Full Season is the twelve-month period from April 1 through March 31 of each year. However, access and usage is restricted during the time of closure of the Resort.
- 1.6 Seasonal. The term "Seasonal" refers to the rental time period for renting an RV space for the Full Season. All Seasonal rental terms shall begin on April 1 and expire on close of business on October 30th of each year.
- 1.7 Guest. A person who resides with a Resident or Overnighter limited to a period not to exceed fourteen (14) days in a month or a total of thirty (30) days in any 12-month period.
- 1.8 Overnighter. A person(s) who, operating a Recreational Vehicle along with approved guests, has agreed with the Resort to occupy a designated RV space for at least one (1) day and not to exceed one hundred eighty (180) days.
- 1.9 Residence Vehicle. A vehicle/residence lived in as described below. In addition to the following requirements, all Residence Vehicles must meet the safety, health and building codes of federal, state and local regulatory agencies:
 - A. *Park Model*. A vehicle not more than twelve (12) feet in width and with not less than three hundred twenty (320) square feet nor more than four hundred (400) square feet of living space with plumbing, heating or electrical systems that will not operate without being connected to outside utilities.
 - B. *Recreational Vehicle*. A vehicle not less than twenty four (24) feet, but no more than forty five (45) feet in length, with or without its own mode of power, such as motor homes (class A or C), fifth wheels, or travel trailers which are self contained and designed to provide temporary living quarters for recreation, camping or travel.
- 1.10 Resident. A person(s) who has agreed with the Resort to occupy a designated RV space for more than one hundred eighty (180) consecutive days.

- 1.11 Resort. Depending upon the context it refers to the owner, lessor, sublessor, operator, or manager of the Munds Park RV Resort, or it pertains to the Munds Park RV Resort existing facilities, retail building, adjacent properties under control of RV Resort and all appurtenances in the park, including furniture, utilities and the grounds, if applicable, held out for the use of customers generally or whose use is promised to persons occupying the Resort.
- 1.12 Visitor. A person who visits a Resident of the RV Resort but does not stay overnight.

PART 2

Resort Decorum

- 2.1 Quiet Hours. Quiet hours are from 10:00 p.m. to 8:00 a.m.
- 2.2 Attire. Proper attire is required at all times while in all Resort buildings, e.g., shirts and footwear, etc.
- 2.3 Children. In the event of unruly or inappropriate behavior by Children, management reserves the right to require that said Children shall be accompanied by an Adult when on the Resort.
- 2.4 Limitations. Overnights are limited to two (2) persons per Recreational Vehicle. Residents are limited to six (6) persons per Residence Vehicle. Guests of Overnights shall be subject to an additional fee in accordance with the Resort published rates. Guests of Residents shall be allowed, subject to conditions listed in Paragraph 1.7 herein. The maximum number of guests allowed per Residence Vehicle shall be two persons per bedroom plus one. Such shall be the agreed upon rule unless local, county or state ordinances become more restrictive.
- 2.5 Common Areas. All persons are expected to maintain the Common Area facilities in a clean, neat and orderly manner. Use of the Common Areas is a privilege. The privilege is subject to revocation if misused or abused.
- 2.6 Smoking. Smoking is not permitted in any Munds Park RV Resort building and in designated areas where signage specifically prohibits smoking. In accordance with state law, smoking is additionally prohibited within 20' of any building entrance or open window and in walking corridors. All cigarette butts shall be completely extinguished and discarded in provided receptacles.
- 2.7 Disorderly Behavior. Abusive or threatening behavior, excessive foul language, malicious gossip, and defacing or vandalizing Resort property is not allowed. Participation in any of the aforementioned activities may cause revocation of Resort privileges.
- 2.8 Responsibility for Visitors/Guests. Residents and Overnights are responsible for the actions of their Visitors and Guests.

PART 3

General

- 3.1 Open/Close Dates. The RV Resort is OPEN from April 1st through close of business on October 30th of each year, subject to weather conditions.
- 3.2 Winter/Off Season. No persons shall have access to the RV Resort during the winter closure, except in case of emergency. Residents that are current in the payment of Full Season rent and have signed a valid Rental Agreement are entitled

to leave (or store) their Residence Vehicle and/or all Appurtenances on the RV Space during the winter/off season.

3.3 Rents and Charges. Residents and Overnighers shall pay rent to Resort for a RV space, plus applicable rental taxes, in advance, on or before the 1st day of commencement of the Rental Agreement or occupancy of the RV space, whichever comes first. Rent shall be payable in lawful money of the United States to Resort at the Resort office or to such other persons or at such other places as Resort may designate in writing. Rent and any other fees and charges shall be paid in accordance with the published rates and shall be subject to change at the sole and absolute discretion of Resort, upon sixty (60) days written notice.

A. In addition to the Rent, Resident and Overnighers shall pay to Resort during the RV space occupancy the amount of any utilities, services, lot premiums, guest fees, winter patrol fees, or any other fees contemplated or referred to herein.

1. Electricity shall be individually metered and charged to each Resident on a monthly basis. Resort shall charge an administrative fee covering the Resort's administrative expenses on each monthly billing statement and said fee shall apply whether or not individuals are present or not during the full term of the Rental Agreement. Water and Sewer shall be charged to each Overnigher on a monthly basis for any stays one month or longer. Charges shall be applicable for the entire duration of the Rental Agreement, whether or not individuals are present during the full term of the Rental Agreement and shall be collected in advance at the time of the payment of the rent. Water and Sewer shall not be charged separately to Residents.

2. Cable (SMATV), wireless internet and telephone service are available in limited areas of the Resort. Residents and Overnighers must inquire about the availability and cost for these services from Resort management.

3. Certain RV spaces are subject to Lot Premiums and said Lot Premiums shall be added to the published Rental Rates for any term of occupancy of one month (or more). All Residents and Overnighers renting an RV space subject to a Lot Premium shall pay said Lot Premium in advance at the time of the payment of the rent. Seasonal Residents pay the Lot Premium for seven months only, not twelve months. Overnighers pay the premium based on the actual number of months of RV space occupancy.

B. In the event, Resident fails to make full payment towards rent, lot premium, utility charge or other fees by the sixth day after the due date, then Resident or Overnigher shall incur a late charge in the amount of \$5 per day from the date due until paid in full, or 10% of the balance due, whichever is less.

3.4 Registration. Residents, Overnighers, Guests and Visitors must register at the Office upon arrival at Munds Park RV Resort. Residents and Overnighers shall ensure that their Guests and Visitors register at the Office upon arrival at the Resort.

3.5 Guests. Guests must register their vehicles (see Section 5.3) at the Office. There may be an additional charge for Guests and those persons who use Resort facilities (see park rates).

- 3.6 Check Out Time. Check out time is 11:00 am. If a longer stay is desired, check with the Office to determine if your RV space is available, charges shall apply.
- 3.7 Mail. Individuals desiring to send outgoing and/or receive incoming mail should contact the local U.S. Postal Office to discuss options available.
- 3.8 Delivery Services. Deliveries made to Residents, Overnighers, Guests and Visitors shall not be received or accepted by Resort Management. Resort Management does not accept responsibility for refused items. All Deliveries must be made directly to the RV space of the recipient.
- 3.9 Posted Rules. Special rules posted in specific areas of the Resort are incorporated in, and are made a part of, these *Rules and Regulations* and are to be followed and adhered to as such.
- 3.10 Emergencies. Dial 911 and notify the Office (928 286-1309) for all fire, police and medical emergencies.
- 3.11 Solicitation. Soliciting of any kind is strictly prohibited within the Munds Park RV Resort. Exceptions may be granted by Resort Management.
- 3.12 Live-in Health Care. A Resident or Overnighter may have one Adult occupy the Residence Vehicle on a temporary basis to provide live-in health care to the Resident or Overnighter pursuant to a written treatment plan prepared by the Resident or Overnighter's physician. The Resident or Overnighter shall provide the Resort with a written renewal of the treatment plan every six (6) months. The Resort will not charge a fee for the person rendering care. The person rendering care shall comply with all rules and regulations of the Resort.
- 3.13 RV Storage. A separate storage area is available on a daily, monthly or winter rental fee basis as an additional service to the public. Acceptable storage items include but are not limited to, Residence Vehicles, trailers, boats, tow dollies, and vehicles. Storage spaces are available on a first-come first-serve basis and are subject to the terms of the RV Storage Agreement, which may be obtained from the office. The Resort reserves the right to refuse this service at the sole and absolute discretion of Resort. The RV Storage area is a restricted area for paying storage users only. All pedestrian and vehicular access is prohibited without escort by a Resort Employee.
- 3.14 Floodplain Disclosure. An unnamed tributary to the Munds Park Wash crosses through the RV Resort. As a result, entire Resort is located within a 100 year Floodplain. For more information, see Exhibit "A" to these Rules and Regulations.
- 3.15 Resident Keys. The Resort retains keys to Residence Vehicles for use in the event of an emergency. Said keys will only be released in the event of an emergency. Furthermore, Resort will not be held responsible if a unit is left unlocked after release of the key, nor is Resort responsible to verify or follow-up on the return of the key to the office.
- 3.16 Subleasing. No Resident or Overnighter shall be permitted to assign, sublease or rent their Residence Vehicle and/or RV Space. This restriction includes vacation rental leasing.

PART 4 **Residence Vehicles**

- 4.1 Approved. All Residence Vehicles must be approved before being placed in the Resort. All Residence Vehicles are subject to inspection and are accepted on the basis of length, age, appearance and condition. Residence Vehicles over ten (10)

years in age will not be accepted unless an exemption from Resort Management is obtained based on the overall appearance of the Residence Vehicle. Only one Residence Vehicle per lot is permitted and may be used or occupied as sleeping quarters.

- 4.2 Approval of Ownership Transfer. If a Resident intends to transfer ownership of any Residence Vehicle during the term of the Rental Agreement, and the prospective Seller intends to leave the Residence Vehicle on the property, a transfer fee will be required to be paid by Seller to RV Resort at the completion of sale. Resident must report intention to sell Residence Vehicle to Resort Management prior to marketing or commencing with sale efforts. Said transfer of ownership must be approved by Resort Management. Approval or Disapproval of the proposed sale shall be made by Resort Management, based upon the condition of the Residence Vehicle and its compliance (or non-compliance) with the Rules and Regulations. As a condition for Approval of any proposed sale, Resort Management may require certain modifications, upgrades, and/or repairs to the Residence Vehicle or RV space in order to comply with the Rules and Regulations. In addition, the prospective buyer must sign and review any documentation required by RV Resort and must acknowledge receipt of and agree to be bound by the Rules and Regulations.
- 4.3 Recreational Vehicle. A Recreational Vehicle (section 1.6B) used as a Residence Vehicle shall:
 - A. Be self-contained and equipped with a HUD approved sewer trap and vent;
 - B. Have suitable utility connections (including a screw-type sewer adapter and hose) for external hook-up;
 - C. Meet all federal, state, county and city requirements and RV codes.
- 4.4 Prohibited Vehicles. Vehicles not permitted as a Residence Vehicle include:
 - A. Converted school buses or trucks;
 - B. Vehicles in need of mechanical repairs (e.g. oil leaks, excessive exhaust, etc.);
 - C. Pickup camper not secured to the bed of a pickup;
 - D. Any other vehicle, which, in the opinion of the Resort Management detracts from the intent, purpose or general appearance of the Resort.
- 4.5 Placement/Setback. The Residence Vehicle must be backed onto the RV space with the “curb” side doorways facing the patio/deck area. All RV spaces are subject to specific setback requirements; no lot improvements may encroach into these setbacks. These setbacks are regulated by Coconino County. Those improvements specifically permitted to be placed within the required setbacks are done so at the owner’s risk of moving the improvements, at his/her expense, should it become necessary to perform public utility work in these areas. Setbacks commence at the RV space union with the street/driveway. Spaces have five feet side setbacks, ten feet in the front and five feet in the rear. Due to the varied RV space sizes and “grand-fathering” in Phase 1 and 2, it may be difficult to determine setback locations. Any questions should be directed to Resort Management.
- 4.6 Hook-ups. All hook-ups shall be properly made to the receptacles provided on each lot in accordance with Coconino County codes and regulations or manufacturer’s specifications.
- 4.7 Prohibited Lines and Ropes. Connecting of lines, clotheslines, wires or ropes between vehicles, water risers, electrical pedestals, trees, landscape items or vent pipes are prohibited.
- 4.8 Wheel Covers. Wheel covers used on Residence Vehicles must be aesthetically pleasing and are subject to approval by Resort Management.

- 4.9 Prohibited Uses. It is prohibited to:
- A. Place a Residence Vehicle, or any addition or improvement to a Residence Vehicle on or over the setback. This includes Slide Out Rooms and Decks.
 - B. Drive or park any vehicle on the rear of an RV space. (Buried utility facilities could be damaged).
- 4.10 Damages. Any damages to common areas and facilities, landscaping, utility facilities or connections caused by a Resident, Overnighter, Guest or Visitor shall be the financial responsibility of the Resident or Overnighter.
- 4.11 Removal. Any item (landscaping, structures, etc.) placed in, on or over a setback that must be removed shall be done at the Resident's expense.
- 4.12 Removal of Residence Vehicle. Resident or Overnighter shall not remove a Residence Vehicle from an RV space unless a clearance from Resort Management has been received that shows that all monies, including rent, utilities and other fees due the Resort as of the date of removal have been paid or that Resort Management and Resident or Overnighter have otherwise agreed to the removal.
- 4.13 Exterior Paint. Exterior paint colors on all Residence Vehicles and appurtenances require prior written approval by management.

PART 5

Transportation Vehicles and Parking

- 5.1 Passenger Cars. Only passenger cars, including passenger vans, motorcycles, pick-up trucks or a golf cart may be parked on any RV space. No vehicles shall be parked so that any portion of the vehicle encroaches onto the street/driveway. Conversion Vans and truck-mounted campers, not used as a residence, are considered passenger vehicles. If these vehicles are the only means of transportation of the Resident, approval to park on the RV space must be obtained from Resort Management. If approval is denied, Resident must park said vehicle in areas designated for overflow parking or in the RV Storage Area.
- 5.2 Overflow Parking. The RV Storage area should be used for any vehicle that will not fit on the RV space. A Parking Permit must be obtained from the Office in order to park in the RV Storage area and parking fees may apply.
- 5.3 Guest Parking. The preferred location is on the RV space the guest is visiting. If this is not possible or practical, a Parking Permit must be obtained from the Office in order to park in the RV Storage area.
- 5.4 Prohibited Vehicles. Vehicles prohibited from being parked or stored on any RV space or overflow parking include:
- A. Cargo, utility and golf cart trailers;
 - B. Boats and boat trailers;
 - C. Car dollies,
 - D. Any vehicle that detracts from the intent, purpose or general appearance of the Resort.

PART 6

Vehicles and Traffic

- 6.1 Speed Limit. A speed limit of five (5) miles per hour on all streets and driveways within the Resort. This speed limit is set purposely low to insure the safety of all persons in the Resort.

- 6.2 Right-of-Way. Drivers, bicycle operators and pedestrians are urged to use extreme caution at all times to prevent accidents. The following right-of-way rules apply in the Resort:
- A. Drivers of motor vehicles and golf carts shall yield the right of way to pedestrians and bicycle operators.
 - B. Bicycle operators shall yield the right of way to pedestrians.
 - C. All motor vehicles, golf carts and bicycles must use the right side of the street/driveways.
- NO ONE SHOULD ASSUME THEY HAVE THE RIGHT OF WAY. ONE MUST YIELD IT TO ANOTHER. ALWAYS PROCEED WITH CAUTION. OBEY ALL SPEED LIMITS AND TRAFFIC CONTROL SIGNS.
- 6.3 Repairs. Repairing vehicles on RV spaces, streets, driveways or Common Areas is prohibited. A repair service or tow truck may be called to move your disabled vehicle to a place of repair, but repairs may not be made on site. NO HOSE WASHING OF VEHICLES IS PERMITTED.
- 6.4 RV Storage. The Resort provides limited storage facilities for RV's, boats, motor vehicles, campers, utility trailers and tow dollies. If a need arises to bring such a vehicle on the Resort, space may be rented from the Office on an as available basis.
- 6.5 Golf Carts/Motorcycles/Scooters/ATV's/Off-Road Vehicles. All such vehicles and similar vehicles shall hereafter be referred to as "Cart(s)". All Carts must be quietly muffled and quietly operated in order to be operated and ridden in the RV Resort. The determination of a "quietly muffled" Cart shall be at the sole discretion of Resort management. If such a Cart, is not quietly muffled then said Cart shall not be used for recreational riding, errand running or cruising through the RV Resort, such Cart shall ONLY be allowed to be quietly ridden from your space to the nearest RV Resort exit. All Carts must be operated in a safe, responsible and courteous manner. If an individual is seen operating a Cart in an unsafe, loud or disturbing manner, Resort management may curtail the privilege of operating the Cart in the Resort. Children under the age of sixteen may NOT operate a Cart in the RV Resort. All Carts operated in the RV Resort must clearly display an ATV Sticker Permit which may be obtained from the office.

PART 7

Architectural Modifications

- 7.1 External Changes. Contact the Resort Management before making any changes or additions to your space or outside your residence. Any permanent modification to a space (structural or landscaping) must have prior written approval from Resort Management before beginning the project. The Resident is responsible for meeting all building codes and requirements of Coconino County. Obtaining the approval of Resort Management in no way indicates approval or conformance with Coconino County requirements.
- 7.2 Decks and Porch Enclosures. In accordance with County requirements, all Decks and Room Enclosures (which the county prefers to call "Porch Enclosures") shall be constructed subject to the following requirements:
- A. Building setbacks are the distances from a property line or structure within which development is restricted or prohibited. They are necessary to help provide fire breaks from one property to another and to have space for emergency crews to access the property.

Required minimum setbacks in Phases I - III and future expansion areas shall be:

Minimum front yard setback:	10 feet
Minimum rear yard setback:	5 feet
Minimum separations between Occupied structures:	10 feet

- B. Maximum deck size shall be limited to 400 square feet or less, including any Porch Enclosure.
- C. Maximum Porch Enclosure size shall be limited to 150 square feet or less.
- D. Parking spaces shall not be enclosed or covered.
- E. A smoke alarm shall be installed in each Porch Enclosure.
- F. Porch Enclosures may NOT be used to accommodate laundry, bath and toilet facilities.
- G. Porch Enclosures may not be used as permanent sleeping quarters.
- H. Convenience electrical outlets and interior lighting may be installed on Deck and/or Porch Enclosures according to recognized code wiring methods.
- I. Heating equipment may NOT be permanently installed in Porch Enclosures. Fireplaces are prohibited on all Decks and Porch Enclosures.
- J. Removal of sliding doors, windows, or other modification of the existing Park Trailer adjacent to the Porch Enclosure is prohibited.
- K. Porch Enclosure walls may consist of conventional wood framing or modular (prefabricated) construction.
- L. Glass located within twenty-four inches (24") of a doorway or eighteen inches (18") of a floor must be tempered.
- M. All Porch Enclosures shall have windows sufficient in size to provide natural light and ventilation of 1/10th the floor area for light and 1/20th the floor area for ventilation for the Porch Enclosure and for the Park Trailer windows that have been made interior by the Porch Enclosure.
- N. Any Deck or Porch Enclosure shall be self-supporting and structurally sound on its' own. Deck or Porch Enclosures shall be placed on piers that are grade supported and shall be constructed in such a manner that the entire deck is a temporary fixture and may be relocated. All Decks or Porch Enclosures shall be adhered to the ground by manufactured home type tie-downs with cables.
- O. Any Deck or Porch Enclosure shall not be permanently attached to the Park Trailer. All attachments shall be made in a manner whereupon the Park Trailer shall be able to be disconnected from the Deck or Porch Enclosure in a relatively short manner of time.

A Permit must be obtained prior to commencement of any construction. All construction performed in accordance with the above shall be performed by a licensed contractor and shall be constructed in compliance with all applicable Coconino County Building Codes. The applicable Coconino County Building Codes shall include: doors, landings, window light and ventilation, room ceiling height, stair rise and run, guardrails protecting open sides of decks, safety glass in areas subject to human impact, the structural framing, exterior finish of walls, roofing, and floodplain development requirements.

EXCEPTION: A platform with a maximum size of eight (8) feet by twenty (20) feet at a maximum height of twelve (12) inches above grade, located adjacent to a Park Model or travel trailer RV shall not require a permit (according to Coconino County Ordinance 2007-12, Part 1.2).

Any variance to the above requirements shall require written approval from the office of the Coconino County Development Services and Resort Management. Any consent or approval of one item shall not be deemed consent to any subsequent request for approval.

- 7.3 Covered Parking. Permanent or temporary shade structures for parking are prohibited.
- 7.4 Canopy/Shade Structure. All canopies and shade structures must have prior written approval from Resort Management prior to placement on Resort. It is the desire of Resort to limit placement of temporary and unsightly canopies and shade structures due to aesthetic reasons.

PART 8

Pets

- 8.1 Pet Limit. Dogs and cats are permitted, but limited to two pets per RV space.
- 8.2 Excluded Pets. Excluded are pets that present a danger or a nuisance to other people or pets.
- 8.3 Droppings. All “droppings” must be picked up and properly disposed of by the pet owner in the owner’s garbage or the Resort dumpsters.
- 8.4 Pet Control. Pets shall never be allowed to run loose at any time, nor are they allowed in any common building or the pool area. Pets must never be left unattended in the Resort (including the Residence Vehicle or RV space) for any length of time. If a pet is tethered on the RV space, it must be tethered on the space so as to be unable to reach the boundary line of the space.
- 8.5 Owner Responsibility. Pet owners are responsible for any property damage, injury, and disturbances caused by their pets.
- 8.6 Pet Pens. No pet pens or doghouses, either permanent or temporary are permitted on the exterior of any Residence Vehicle. Only temporary travel-type cages for short term use are allowed while Resident is on Resort..

PART 9

Swimming Pool/Spa Area Rules

- 9.1 Residents, Overnights and Guests. Only Residents, Overnights, Guests and their Visitors are allowed in the pool and spa area during posted hours of operation. Residents and Overnights are responsible for their Guests and Visitors at all times.
- 9.2 Cleanliness. The pool and spa are not to be used as a bathtub. Soiled persons must shower or bathe before entering the pool or spa.
- 9.3 Lotions. Sunscreen lotions, creams or oils, etc., are prohibited in the pool or spa. These are to be showered off before entering the water. Entry to the pool is acceptable if person is using waterproof sunscreen.

- 9.4 Running or Loud Noises. There shall be no running, diving or loud noises allowed in the pool, spa or pool and spa area.
- 9.5 Pets. Pets are prohibited in the pool and spa area.
- 9.6 Children. Only children who are toilet trained are allowed in the pool. Diapered children are strictly forbidden in the pool. An adult must accompany children under the age of fourteen (14).
- 9.7 Swim Wear. Appropriate swimwear is required.
- 9.8 Spa. Only adults are allowed in the spa and spa area.
- 9.9 Radios. Personal radios are allowed only when using earphones.
- 9.10 Toys. Toys, balls, flotation devices (rubber rafts, air mattresses, etc.), bobby pins, hair rollers and picks are prohibited in the pool and spa. Personal flotation devices ('swim noodles', "muscles", and kickboards) are permitted.
- 9.11 Risk. All persons use the pool and spa at their OWN RISK. NO LIFE GUARD IS PROVIDED. All posted rules must be obeyed.

PART 10

Miscellaneous

- 10.1 Contractor/Handyman Release Form and Work Hours. Contractors and Handymen must sign and submit to Resort office the Assumption of Risk and Release Form attached to these Rules and Regulations as Exhibit "B" prior to commencing any work at Resort. Acceptable work hours in the Resort are 8:00am to 6:00pm..
- 10.2 Right to Substitute RV Space. Resort reserves the right on reasonable notice to the Resident or Overnighter to substitute another RV space within the Resort for the currently occupied RV space. Resort will strive to substitute a RV space of similar size and characteristic of the currently occupied RV space. In the event that Resort Management requires the movement of a Park Model to another RV space within the Resort, Resort shall pay all reasonable moving expenses incidental to such substitution if the movement of the Park Model occurs during a valid Rental Term.
- 10.3 RV Space Maintenance. Maintenance of the RV space and Residence Vehicles, including all improvements and appurtenances, are the responsibility of the Resident.
- 10.4 RV Space Landscaping. Landscape maintenance of the RV space shall be the responsibility of the Resident. Resident shall maintain the landscaping of the RV space in an aesthetically pleasing manner. Landscape maintenance of the space shall include, but not be limited to, weed removal and shrub trimming. If it becomes necessary, unkempt or unsightly lots may be maintained by Resort employees, with a fee assessed to the Owner. Resident may plant an additional tree(s) only upon obtaining the approval of Resort. Any tree planted by a Resident shall become property of Resort upon the vacation of the RV space by Resident. Resort is not responsible or liable for damage or injury caused by falling tree limbs.
- 10.5 Patio and Deck Use. Unsightly and nuisance items, extreme clutter, major appliances or overstuffed interior furniture on the patio or deck is prohibited.
- 10.6 Privacy. Please respect your neighbor's right to privacy by using the streets, driveways and designated paths when walking through the resort, rather than crossing through a neighbor's RV space.

- 10.7 Storage. Patios, decks and the un-skirted space under the Residence Vehicle are not to be used for storage as this detracts from the appearance of the Resort. The skirted area under the Residence Vehicle may be used as storage. Storing flammable liquids in or around the Residence Vehicle is not allowed. Storage sheds placed on an RV space are subject to the same setbacks as Residence Vehicles and also must maintain a minimum 10' distance between Residence Vehicles and all structures. If a storage shed is unable to meet the required setbacks, the maximum size storage shed that may be established adjacent to or in conjunction with a Residence Vehicle without being included in the setback, shall be 77"(H) x 56"(W) x 32"(D) and must be constructed of county approved non-combustible materials. Given the RV Resort current layout it is believed that larger storage sheds will not be allowed due to the inability to meet setback requirements.
- 10.8 Signs. Signs on individual RV spaces are prohibited with the exception of the Resident's name and space number sign and one (1) hang-on "For Sale" sign in the window of the Residence Vehicle or tastefully attached to Residence Vehicle. "For Sale" or "Open House" signs may not be posted or set on the RV Space or throughout the Resort. Bulletin boards are installed in designated common areas. The bulletin boards may be used for "For Sale" by Owner listings. An approved 3" x 5" card may be placed on these boards with for sale information that may include a picture of the RV space and Residence Vehicle. No other private signs will be allowed on the RV space or other Resort property.
- 10.9 Exterior Speakers. No loud or shrill exterior speaker, horn, whistle, bell or other sound device shall be located, used or placed within the Resort.
- 10.10 Clotheslines. No clotheslines are permitted on any space or the exterior of the residence. No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the Residence Vehicle.
- 10.11 Septic System Cautions. The Arizona Dept of Environmental Quality requires that all Residents are notified that "the materials authorized to be disposed of through the sewage treatment facility are typical household sewage and shall not include motor oil, gasoline, paints, varnishes, hazardous wastes, solvents, pesticides, fertilizers or other materials not generally associated with toilet flushing, food preparation, laundry facilities and personal hygiene.
- 10.12 Washing Machines/Dryers. Clothes washing machines in Seasonal Residence Vehicles and Appurtenances are not permitted due to Coconino County and Arizona Department of Environmental Quality restrictions and septic system limitations.
- 10.13 Garbage Disposals/Dishwashers. Garbage disposals and dishwashers are not permitted in areas of the Resort connected to the septic system.
- 10.14 Window Screening Materials. No interior or exterior screening or shade materials during the full season including, but not limited to, aluminum foil, bed sheets, cardboard, tarpaulins, newspaper, blankets or other covering negatively affecting the exterior appearance of any residence shall be permitted.
- 10.15 Contractor Insurance. Off-site vendors doing business within the Resort are required to have a certificate of proof of liability insurance and Worker's Comp Insurance. Anyone not in compliance shall be prohibited from entering the Resort. It is the responsibility of the Resident to ensure compliance before scheduling an appointment.

- 10.16 Lighting. No spotlights, floodlights, or high intensity lighting may be installed on any RV space or residence. Coconino County has a strict lighting ordinance due to the close proximity of the Lowell Observatory.
- 10.17 Nuisance. No person may pursue any business, hobby or other activity within the Resort and upon neighboring properties including the highway frontage road which may in any way create a nuisance or cause a disturbance to others that will obstruct or interfere with the right of others to use or enjoy the Common Areas or their respective RV space(s). A person's activity may not in any way be harmful, dangerous or unsafe to the health, safety or welfare of any person or property within the Resort as determined by the Resort Management. They may not be in violation of any federal, state, county or city law, code, regulation or ordinance. A nuisance is defined as anything that is visually or audibly offensive, that obstructs or interferes with the rights of others as determined by the Resort Management.
- 10.18 Game Room. All Children must be supervised by an adult.
- 10.19 Laundry Room(s). Posted rules must be observed. The newer laundry room is equipped with energy efficient and water saving machines that are designed to use less detergent. The use of too much detergent will cause the unit to automatically shutdown.
- 10.20 Campfires. No campfires are allowed. Only propane fire pits and similar propane heaters are allowed. Approval is subject to governmental burn restrictions. Exposed burn material and woodpiles are prohibited. Trenching or digging of holes is not allowed at any time.
- 10.21 Litter/Waste. Residents and Overnighters must maintain their sites litter-free, including cigarette butts. Please bag and tie all garbage and trash before placing it in the covered trash containers placed throughout the Resort. The container lid or cover must be kept closed at all times to prevent scattering of trash by wind and/or animals. All waste liquids must be disposed of in the provided dump area.
- 10.22 Utilities. Resort Management requests the cooperation of all Residents in the conservation of water and electricity. All sewage service is handled through septic systems. Absolutely no chemicals, hazardous products, or foreign objects (such as, feminine sanitary products) may be poured down the drains or flushed down the toilets.
- 10.23 Grills/Smokers. No charcoal or wood-burning grills or smokers are allowed. Electric and Propane grills along with electric and pellet burning smokers are allowed. Grills and smokers must be placed and used in a manner that does not cause nuisance to neighboring Residence Vehicles and their occupants.
- Fencing. No temporary or permanent fencing of any kind shall be permitted.
- 10.24 Protective Covers & Tarps. All protective covers and tarps must be removed from all Residence Vehicles, Porch Enclosures and Appurtenances no later than May 1st of each year. Protective covers and tarps may not be put in place prior to October 1st of each year.
- 10.25 Fireworks & Weapons. The discharge of any firework or weapon—including but not limited to—firearms, pellet gun, bb gun, or bow and arrow is prohibited on the Resort.
- 10.26 Spray Paint. Spray painting of any kind is not permitted in the Resort. This includes spray cans and spray guns.
- 10.27 Hose Bib Back-Flow Preventers. All Residence Vehicles must be equipped with a hose bib back-flow preventer in order to prevent possible contamination of the water system. Periodic inspections will be conducted by Resort and Residence

Vehicles found with removed preventer valves will be provided with a Violation Notice and charged a fee to cover the cost of the replacement valve and the labor to install.

PART 11
Resort Employees

- 11.1 Employee Tasks. Resort employees have been hired for the maintenance and operation of the Resort. Resort employees are prohibited from performing personal work tasks for any individual while on the clock, except as specifically authorized or directed by Resort Management.

PART 12
Enforcement

- 12.1 Enforcement. The Resort Management shall have the right to enforce any current rule or regulation as listed and/or posted. Any action undertaken to enforce, shall be in accordance with the following procedures:
- A. Direct verbal communication or a written notice hand delivered or mailed to the Resident or Overnighter from Resort Management. Said notice shall contain the violation and the course of action requested in order to correct the violation. This step shall not be a required step, it may be used as a courtesy to the Resident or Overnighter
 - B. In the event the violation is not corrected in a reasonable amount of time after receipt of the courtesy notice (verbal or written) mentioned above, or if Resort Management elects to forgo issuance of a courtesy notice; a Non-Compliance Notice will be hand delivered or mailed to the Resident or Overnighter indicating the time frame required for compliance and the date of termination of tenancy if the violation is not corrected, in accordance with Arizona statutes.

EXHIBIT "A"

FLOODPLAIN / FLOODWAY ACKNOWLEDGEMENT

Brief History:

A tributary to the Munds Wash crosses through the Munds Park RV Resort. According to previous flood studies prepared for the Munds Park RV Resort, many of the RV Spaces in Phase 1 and Phase 2 closes to the wash were located in the "Floodway" while the remainder of the resort was located in the 100 year floodplain. Because of this and the county's requirements to obtain permits to sell all permanently affixed Residence Vehicles in the RV Resort it was determined that at some point in the future all Residence Vehicles and structures located in the floodway would have required removal at some point in the future. This has changed as of the writing of this Rules and Regulations.

Current:

It is our understanding that previous flood modeling and studies prepared for and on behalf of the Munds Park RV Resort are expected to be replaced once approved by the proper governmental authorities. They are expected to be replaced by the hydrologic study created by JE Fuller Hydrology and Geomorphology, Inc at the direction of the U.S. government.

We have been told by our current flood and hydrology consultant that upon the expected approval of the JE Fuller study, that there will NO longer be a "floodway" through the RV Resort. Instead the entire property will be located in the 100 year floodplain. The believed significance of this is that the RV spaces (and their permanently affixed Residence Vehicles) located in the former "floodway", that would have at some point not been allowed to set new permanently affixed residence vehicles at any time in the future, could now potentially be replaced in the future.

Any future Residence Vehicle that is desired to be permanently affixed to an RV space will require a permit with the county which may require some form of modeling proof that the proposed Residence Vehicle and appurtenances do not raise the flood water surface elevation and also the creation of an elevation certificate to determine the base flood elevation height on the RV space. The Residence Vehicle would likely need to be raised above the base flood elevation by a foot and may also require engineering for proper water flow under and around the Residence Vehicle. The permit approval would also be subject to meeting all other county requirements such as setbacks.

EXHIBIT "B"

CONTRACTOR/HANDYMAN

**ASSUMPTION OF RISK and
RELEASE OF ALL CLAIMS**

The undersigned Contractor/Handyman does hereby voluntarily make and grant this Assumption of Risk and Release of All Claims. In consideration for the opportunity to enter the Munds Park RV Resort in order to inspect, assess, and repair, park models and/or appurtenances as directed by specific owner(s) of each park model, I hereby release, remise and forever discharge the parties referenced below (A through E) and their heirs and legal representatives from any and all liability, claims, demands, costs, charges and expenses whatsoever incident to personal injury, property damage, damages, losses and/or death which may be sustained as a result of utilizing said property.

- A. Munds Park RV Resort, Inc., an Arizona corporation
- B. Garry J. Shuster #2 Family Ltd Partnership
- C. MBC Properties No. 3, LLC, an Arizona limited liability company
- D. Garry Shuster and Sharon Shuster, individually
- E. Agents and employees of those parties referenced in A-D above.

I understand and recognize that there are certain risks, dangers and perils connected with such use and/or receipt. I accept, assume and undertake all risks inherent upon such use, after inquiry and investigation of extent, duration and completeness wholly satisfactory and acceptable to me.

I further agree to use my best judgment in undertaking these activities, use and/or receipt. I hereby certify that I am a competent adult assuming these risks of my own free will, being under no compulsion or duress.

IN WITNESS WHEREOF, I have executed this Assumption of Risk and Release of All

Claims on of this _____ day of _____, 20_____.

Print Name

Signature

Cell Phone or Email Address