

ASSOCIATION RULES

For Havasu RV Resorts

Amended February 2017

HAVASU RV RESORT ASSOCIATION RULES

INTRODUCTION

Each lot owner automatically becomes a member of Havasu RV Resort Property Owners Association which is governed by a five-member Board of Directors. They meet on a regular basis to oversee the management of our Common Areas, CC&Rs (Covenants, Conditions and Restrictions), Bylaws, Association Rules, Architecture Control Committee Rules and community activities. Their primary function is to enforce the many requirements outlined in our Governing Documents that are designed to keep our Resort attractive, safe, as well as, to enhance livability and protect property values.

The Board of Directors (BOD) has approved the following Association Rules that are intended to complement the existing Governing Documents (CC&Rs and Bylaws) by giving more specific definition as to how we make future rule changes, conduct meetings and annual elections, as well as, specify rules other than those covered by our Architectural Control Committee and how we will enforce our rules. This restated version replaces the previous version (adopted prior to Turnover) in its entirety.

It is recognized that the Architectural Control Committee (ACC) maintains its own set of rules to cover lot improvements, RV condition, landscaping and alike. However, any changes proposed by the ACC will follow the process outlined within the rules that follow. All ACC rules must be adopted by the BOD.

These Rules are a living document that is subject to change by the Board of Directors pursuant to the CC&Rs and Bylaws that are enforce.

The Board urges all Members to become familiar with these Rules and to make their family members, their guests and their tenants aware of them. While new owners are given a copy at closing, it is important to realize the current version of these rules will be hosted on our website. It is strongly suggested that owners regularly check the Associations website (www.havasurvresort.net) to stay up with the changing landscape of our Resort.

HAVASU RV RESORT ASSOCIATION RULES

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HAVASU RV RESORT ASSOCIATION RULES

Article 1 ADOPTION AND MODIFICATION OF ASSOCIATION RULES

Sec 1.01 Adoption of Association Rules

Unless otherwise specified these Rules are adopted under authority of Arizona Statutes, our CC&Rs and Bylaws.

Sec 1.02 Rule Changes

1.02.1 Most changes, or additions, to our Rules will follow the “regular process” defined below. Should the Board feel that immediate action is necessary due to an emergency to address an imminent threat to public health or safety of its Members or an imminent risk of substantial economic loss to the Association, the Board will follow the “emergency process” (defined below). ACC rule changes will also follow these processes.

1.02.2 **Regular Rule Changes.** Once a proposed rule change originates, the Board initially decides whether it will proceed to present this to the Membership as an agenda item during a Regular BOD Meeting. During the meeting the merits of this change will be discussed and feedback from members will be entertained. Should the Board then decide to continue to proceed towards adoption; the change will be presented to owners in a form that clearly describes the change, its impact and desired effect. The delivery of the change can be in the form of an email, Newsletter or letter to all Members as well as posted on our website. Members can then submit comments to the Board. After at least 30 days, the Board has the option of scheduling a vote at a Regular BOD meeting as an agenda item. At that meeting further discussion can occur and the Board may vote to adopt the change. After adoption, the Board shall notify all members of this action via a Newsletter, email, or letter and posting on our website.

1.02.3 **Emergency Rule Changes.** If the rule change was adopted as a result of an emergency then the BOD shall notify all Members of this change via email, or Newsletter. The change shall remain in effect until the next Regular BOD Meeting at which time it must be approved by the BOD as an agenda item. If then adopted, the Rules of the Association maintained on the Resort’s website shall be updated to reflect this change. Should the change not be adopted at this meeting then the change ceases to be in effect.

Sec 1.03 Other Rule Change Considerations

1.03.1 The Board of Directors, an Association Member or a committee may submit rule proposals.

1.03.2 The BOD may elect to solicit Member input on a proposed change by placing it on a ballot in conjunction with the Annual Meeting. While the BOD will consider Member input, it maintains the final authority to decide whether to adopt a change.

1.03.3 Proposals submitted shall include the exact citation and text of the proposed changes with an explanation of the purposes, intended effects and reasons for the proposed changes. Modifications to existing rules shall clearly show what portion of the rule language is to be deleted.

1.03.8 In deliberating a rule change the BOD must prevent conflicts with, or conform to, Federal, State, or local law, as well as, the Association’s Articles of Incorporation, CC&Rs and Bylaws.

1.03.9 Notices of Proposed Changes in Association Rules and Notices of Changes in Association Rules required by this section shall be considered delivered to Members when communicated via an email, or Newsletter and/or posting on the Resort’s website.

Sec 1.04 Definitions

- a. The definitions included in of the CC&Rs are incorporated herein by reference.
- b. The definitions included in the Bylaws are incorporated herein by reference.
- c. “Member” means an Association Member in good standing whose rights have not been suspended by the Board for failure to comply with Association, the Bylaws or the CC&Rs, including, but not limited to, the failure to pay delinquent Association general and special assessments or fines.

- d. Governing Documents are the four documents used for the management of our Association (CC&Rs, Bylaws, Association Rules and Architectural Rules).
- e. Regular Board Meetings are scheduled meetings that have a prepared agenda, members are invited and minutes are kept. Any action item must be listed on the Agenda and documented in the minutes. Notice of the meeting will be posted in the Office and on the Resort's website.

Sec 1.05 Parliamentary Authority at Board Meetings

The rules for small boards contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with the CC&Rs, Bylaws and Rules.

Article 2 ASSOCIATION MEMBERSHIP MEETINGS AND VOTING

Sec 2.01 Association's Annual Meeting

- 2.01.1 The Association's Annual Meeting will be held during February of each year at a date and time determined by the Board of Directors after 10 days' notice has been given of such meeting. The Association will send out a Notice of Annual Meeting, together with the Ballot(s) and candidate statements, and will advise all members of times when ballots must be returned.
- 2.01.2 The directors must be elected by a secret (mailed) ballot and cannot be elected by voice vote or show of hands at the Annual Meeting.
- 2.01.3 All membership meetings and votes will be conducted in accordance with the Association's Governing Documents and State law.

Sec 2.02 Regular Board Meetings and Off-Season Business

The Board shall schedule, and hold, monthly meetings during the period October through April of each year. Each meeting should have an agenda with minutes being kept and later posted on the Resort's website. Items that are to be voted on by the Board shall have a specific agenda item for this purpose. During the off-season (May through September) the Board may conduct necessary business via email or conference calls. If a conference call is used, then a notice announcing this meeting will be posted in the office and website along with the meeting agenda. A phone line will be used in the Clubhouse to allow members present to listen. Minutes of these off-season "meetings" will be published on the Resort's website.

Sec 2.03 Special Meetings

Special Meetings may be called by the President or as a result of a petition of Owners. These meetings will only have one subject or agenda item. Minutes will be kept and published on our website. Members can offer comments on the subject matter but any binding action can only be taken by a majority vote of the Board. Section 5.04 of the Bylaws provides the specifics for these meetings.

Sec 2.04 Inspector of Election

- 2.04.1 An Inspector of Election ("Inspector") for the annual membership meeting shall be selected and appointed by the Board of Directors.
- 2.04.2 The Inspector must be a member of the Association.
- 2.04.3 The Inspector's Duties are:
 - a. Determine the number of eligible owner memberships (Lots) that are in good standing and entitled to vote;
 - b. Coordinate with the Association Election Committee to mail the Ballots;
 - c. Receive the Ballots;
 - d. Hear and determine all challenges and questions in any way arising out of or in

connection with the right to vote;

- e. Supervise the counting and tabulation all votes;
- f. Determine when the polls shall close;
- g. Determine the results of the election;
- h. Perform any acts as may be proper to conduct the election with fairness to all members., in accordance with these rules;
- i. Perform any other duties specified in these rules;
- j. All duties must be performed in good faith, to the best of the Inspector's ability, and as expeditiously as practicable;
- k. Prior to the mailing of the Ballots by the Association, the Inspector shall determine the location where the sealed ballots will be mailed or delivered and where the Inspector will maintain custody of the sealed ballots until after the tabulation of the vote by the Inspector. The Inspector may select the Association's onsite management office to receive the sealed ballots on behalf of the Inspector. Management will not organize, open, register, review or count the ballots.

2.04.4 The Inspector may appoint additional personnel to assist the Inspector in his or her duties, including registration, counting and tabulating votes and verifying signatures, but the Inspector will oversee and be responsible for all actions of these personnel. Only the Inspector may sign the Inspector's report of the election, but these additional persons must sign an oath regarding their duties.

2.04.5 The Inspector's report is prima facie evidence of the facts stated in the report.

Sec 2.05

Secret Ballot Procedures

2.05.1 At least 30 days prior to the Annual Meeting or other membership meeting that is the deadline for voting, the Association will deliver to members in Good Standing the Ballots, along with two preaddressed envelopes. A Notice of Meeting will also be sent which will include instructions on how to return Ballots. This delivery of the voting materials will be placed in the Owners Resort mailbox unless the Owner specifically requests that it be mailed by first class USPS mail.

2.05.2 The Ballot will not identify the voter by name, address, lot, parcel number or unit number.

2.05.3 The Ballot will contain the names of any candidates known to the Association at the time the Ballot is mailed. If no candidates are known or if there are fewer candidates than the number of directors to be elected, the Association will send out a Ballot which has the names of the candidates known and/or blank lines for write-in candidates.

2.05.4 Any person whose name appears as a write-in candidate has the right to revoke their nomination and not be considered for election. Therefore, the Inspector should contact any write-in candidate that receives enough votes to be elected and give them a chance to revoke their nomination.

2.05.5 The Ballot itself is not signed by the voter but is inserted into the envelope, marked "BALLOT" and sealed. (Envelope #1).

2.05.6 The sealed Envelope #1 is then inserted by the voter into a second preaddressed envelope (Envelope #2), which should then be sealed.

2.05.7 In the upper left-hand corner of Envelope #2, the voter shall sign his or her name, indicate his or her name and indicate the address or other identifying Lot number that entitle him or her to vote.

- 2.05.8 The owners of multiple properties must submit separate sealed Ballot envelopes (#1 and #2) for each property.
- 2.05.9 Envelopes #1 and #2 are preaddressed, addressed to the Inspector.
- 2.05.10 Ballots may be mailed to that pre-address or delivered by hand by the member to the location selected.
- 2.05.11 The member may request a receipt for hand delivery of the sealed Envelope #2 to the location selected by the Inspector. Any member desiring a receipt for mail delivery should send the Ballot by certified mail, return receipt requested, to the location selected by the Inspector.
- 2.05.12 Only the Association's Ballots in the form that are sent out to the membership by the Association or are provided by the Inspector at the membership meeting will be accepted by the Inspector.

Sec 2.06 **Proxies**

Proxy ballots are not allowed.

Sec 2.07 **Registration of Secret Ballots at the Meeting**

- 2.07.1 The Association will have the membership registration list at the membership meeting.
- 2.07.2 All Ballots must be sealed in the two pre-addressed envelopes and must contain all required information on the upper left-hand corner of Envelope #2.
- 2.07.3 The Inspector will review the information provided on the upper left-hand corner of Envelope #2. The Inspector will require, at a minimum, the following:
 - a. The printed name of the member must be legible and must match the name of at least one of the record owners of the property as shown on the Association's membership list;
 - b. The member's signature must be on the Envelope #2;
 - c. The address and, Lot number shown on Envelope #2 must correspond to the member's information on the Association's membership list;
 - d. The Inspector will determine whether the failure to include any information on Envelope #2 should result in the Ballot being counted for quorum purposes only, or not counted for any purpose.

Sec 2.08 **Observation/Custody of Ballots**

- 2.08.1 Any candidate or other member of the Association may witness the counting and the tabulation of the votes.
- 2.08.2 No person, including any member of the Association, any employee or manager, may open or otherwise review any Ballot prior to the time and place at which the Ballots are counted and tabulated.
- 2.08.3 The sealed Ballots at all times will be in the custody of the Inspector until after the tabulation of the votes. Following the tabulation of the votes the custody of the ballots, envelopes, and registration list shall be transferred to the Association. After the transfer to the Association, the ballots, envelopes and registration list shall be stored by the Association in a secure place for no less than one year after the date of the election.
- 2.08.4 The Inspector must not allow any person to help count votes for a Board Election that has a "conflict of interest" due to a close association with one of the nominees.

Sec 2.9 **Privilege Suspensions**

Management will provide the Inspector with a list of those members whose rights and privileges have been duly suspended after notice and hearing and who are not entitled to vote at the membership meeting. The Inspector will take appropriate steps, including making notations or otherwise marking the membership registration list

and/or sealed Ballot envelopes, to not allow suspended members to vote at the membership meeting or in other membership votes.

Sec 2.10 Consultation with Association Counsel

The Inspector has the authority to confer with Association legal counsel in advance or at the meeting. Legal counsel represents the Association and does not represent the members, Inspector, Board members, management or any other person. By the adoption of these rules, Association legal counsel is authorized by the Board of Directors to provide advice, and the Association does waive the attorney-client confidential communication privilege as determined necessary or prudent by the attorney to inform and advise the Inspector regarding issues related to the Inspector performing his or her duties for the Association. The Inspector may confer with Association legal counsel outside the presence of the members.

Sec 2.11 Tabulation, Counting, Inspector's Conduct

- 2.11.1 Once registration for the polls has been closed, if a quorum is present, the Inspector will verify that the member name on the outer envelope is in fact a member and mark it on the registration list and then open the Outside sealed envelope and place the inside "BALLOT" envelope in a large receptacle.
- 2.11.2 If the Inspector opens an envelope and determines that there is no Ballot envelope in the envelope, the Inspector will so indicate on envelope and on the registration list next to that owner's name that no Ballot was received.
- 2.11.3 After all of the outer envelopes have been opened, they will be put aside. The box of "BALLOT" envelopes will be mixed up and then opened, one-by-one. Members and candidates may witness the counting and tabulation from a distance of no less than six feet from the Inspector and any assistants. One person will open and read the ballot and at least two other people will record the votes as they are read.
- 2.11.4 The Inspector will not provide members or candidates with information, will not answer questions, engage in discussion and will not provide any interim counts or tabulations. The Inspector will only provide a final count and tabulation.
- 2.11.5 Members and candidates may not communicate with the Inspector during the inspection, registration, counting or tabulation processes.
- 2.11.6 Any witness or observer may be ejected or removed by the Inspector for disruptive, noisy, or rude behavior.
- 2.11.7 Any Ballot must be legible and clearly marked. If the Ballot is marked to cast more votes than the maximum number of votes for that election, no votes will be counted, and the Ballot will be used for quorum purposes only.
- 2.11.8 The Inspector will certify the results of the election by completing a report that includes the oaths of assistants appointed.

Sec 2.12 After Tabulation

- 2.12.1 Results of the election shall be announced and be promptly reported to the Board of Directors and Owners and recorded in the minutes of the Annual Members Meeting.
- 2.12.2 Results shall be available for review by all members after the certification of the membership meeting by the Inspector.
- 2.12.3 Tie Votes: In the event of a tie vote among candidates, it shall be decided with the toss of a coin with the inspector presiding.
- 2.12.4 Within 15 days of the election, the Board shall publicize the results of the election in a communication directed to all the members.
- 2.12.5 The Ballots and the envelopes, along with the registration list, will be stored by the Association in a

secure place for one year after the date of the election.

2.12.6 In the event of an election challenge and upon receipt of a written request from a member, the Association will make the Ballots available for inspection and review by individuals selected by the Inspector. In order to protect the security of the Ballots, one or more Association representatives must be present during the review. The Inspector, at their sole discretion, may allow only one such election challenge.

2.12.7 Any recount shall be conducted in a manner that shall preserve the accuracy of the vote.

Article 3 GENERAL RULES

Sec 3.01 Havasu RV Resort Pet Rules

3.01.1 Only two pets are permitted per lot. See CC&R's Section 5.04.10 for a discussion about what type of pets is allowed and other related rules.

3.01.2 If dogs (and cats) are not on your property, then they must be on a leash. No animal shall be walked without the caretaker/owner having a litter removal bag in their possession. For the safety of the animal and to keep pets off private property it is recommended that leashes not be longer than six feet. .

3.01.3 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot

3.01.4 Pets are not to be kept for breeding or maintained for any commercial purpose.

3.01.5 Pets must not create a public nuisance. A pet will be considered a nuisance if it

- a. Howls or barks, or makes or causes noise, or creates a disturbance in such a manner as to deprive any person of peace and quiet.
- b. Runs at large about the community or habitually chases vehicles or persons
- c. Attacks or interferes with the freedom of movement of persons and other pets in the Common Areas.
- d. Trespasses on property while not under the control of the caretaker/owner
- e. Damages, soils, defecates on, or defiles any private property
- f. Bites a person or shows a propensity to bite a person
- g. Injures or kills an animal belonging to a person other than the caretaker owner

3.01.6 There are specific pet relief areas within the resort. The best place is the lot you are on (owned or rented). Otherwise, pets may use the center wash or areas outside the resort. Also, certain end cap locations with gold colored stone that has a clearly marked pet bag dispenser station can be used. Please do not allow your pet to use any lot other than your own, lamp posts, trash receptacles/bags, artificial lawns, palm trees or plants to relieve themselves. Please remember our staff have to service these areas and owners should be respectful to not only pickup waste but to also carry a container of water to help dilute pet urine.

3.01.7 ALWAYS clean up after your pet using either your own bags or those provided at the various mutt mitt stations. At the discretion of the Resort Manager, any renter not picking up after their pet may be asked to end their stay and leave the Resort. Owner violators can be subjected to disciplinary action by the Board.

3.01.8 Pets are prohibited in some areas of the resort. These include:

- a. All resort buildings and their surrounding landscaped areas;
- b. Any recreational area (pool and pool enclosures, horseshoe and bocce ball area); and

c. The putting area and walkway on the green belt.

- 3.01.9 Pets are not to be left unattended outside of their RV, or enclosed structure (e.g. Casita), for extended periods.
- 3.01.10 Portable structures, or pens, that are visible to others are generally not allowed but variances may be granted upon request to the Architectural Control Committee..
- 3.01.11 Uncontrolled pets, excessive barking, aggressive behavior or ignoring the rules may result in you being asked to remove your pet from the Resort. In extreme cases we may contact the Mohave County Animal Control to resolve issues.
- 3.01.12 If pet rules are violated you may be subject to disciplinary action. Renters violating these rules may be asked to leave the Resort.

Sec 3.02

Rules for Renting Lots

- 3.02.1 Owners may rent their lots subject to the rules and restrictions listed below. Renters who violate any of our rules may, at the discretion of the Board or Resort Manager, be asked to leave the Resort and end their stay.
- 3.02.2 Owners must notify the Office using a completed Rental Information Form (which is available on the website) the name(s) of the renters and the period that they will be occupying their lot. Owners are responsible to ensure that the renters are aware of Resort rules for RVs, as well as, the number and type of vehicles and pets allowed. Particular attention must be given to the age and condition of the RV. Our ACC Rules limit RVs to being no more than 10 years old. Older vehicles may be inspected, and if they are deemed acceptable, then they will be allowed to stay. Renters need to be aware only two pets are allowed. Any inspection of an RV must be conducted on Resort property.
- 3.02.3 The minimum rental period is one week. Renters may leave the Resort before the required minimum period but the owner can't rent the lot again during this minimum period.
- 3.02.4 Renters must check-in at the Office BEFORE parking on their lot. Sunday or Holiday check-ins are allowed but the renter must check-in with the Office the next business day. In such cases the owner must provide the renter with the information necessary to enter and park at the right lot.
- 3.02.5 Renters are required to pay a onetime check-in fee at the time of Check-in. The check-in fee only covers one continuous stay in the Resort. Each time a new rental period begins and when the renter has ended their stay and left the Resort then another check-in fee is required.
- 3.02.6 Renters are allowed to use most Common Areas. However renters may not use the Club House Lounge area or gaming area unless they attend with an owner. They are also not allowed in meeting areas during Board or Member meetings unless they are specifically invited to participate or support an agenda item.
- 3.02.7 Mail service is limited to renters whose stay is for a month or longer. No mail will be accepted prior to Check-in. Owners must give their renter their mailbox key if they are eligible for mail service.
- 3.02.8 Should renters damage, or create a mess, in any of the Common Areas the owner of the rented lot bears the liability for any repair and/or cleaning costs. Any fines that result from renter's actions will be levied against the lot owner.
- 3.02.9 If a renter/guest moves from one lot to another, they must check-in with the Office the day they change lots.

Sec 3.03 Demeanor and Decency

- 3.02.1 Owners, guests and renters are expected to conduct themselves in a respectful and friendly manner while enjoying the various activities and Common Area attractions. Aggressive, disrespectful and unlawful conduct will not be tolerated. While enjoying the pool areas everyone is to dress appropriately. Violators will be asked to leave the Common Areas. Owners will be subject to disciplinary actions for such behavior while Renters and guests may be expelled from the Resort. No one is allowed to engage in sexual activities in the Common Areas.
- 3.02.2 During any structured meeting of Members, Committees or Board Members everyone is expected to participate in a respectful manner and to speak only when the leader of the meeting calls upon them. No one should verbally attack another person. Any owner being disruptive and causing a meeting to be halted can be subject to disciplinary action by the Board and may be reported to the Police.
- 3.02.3 Owners are to be respectful of employees especially when owners are being made aware of Resort rules. Aggressive and disrespectful behavior towards employees can subject an owner to disciplinary action by the Board.

Sec 3.04 Restrictions Regarding Work Performed on RVs, Vehicles, Structures and Hobby Shop Operations

- 3.04.1 All work on vehicles, structures and hobby shop operations should not disturb, or restrict the enjoyment of neighboring lots or create environmental issues. The Park Manager, at his sole discretion, will decide if any work needs to cease due to its impact on the neighborhood. Any painting, or spraying, activities that result in damage to adjacent lots or properties is the responsibility of the owner whose property is being worked on. Further, all work must be restricted to the hours between 8 AM and 5 PM and any work not finished by 5 PM must be cleaned up with no tools, parts or debris left in sight of neighboring lots.
- 3.04.2 Contractors may not bring other vehicles, or any other non-owner property, into the Resort to be worked on
- 3.04.3 Major vehicle maintenance, or overhauls, that take extensive time and use noisy power equipment for extended periods are not allowed.

Article 4 **ADVISORY COMMITTEES**

Sec 4.01 Purpose and Definitions:

- 4.01.1 **Purpose:** Board Advisory Committees serve at the pleasure of the Board and are formed to provide assistance as directed by the Board. The purpose of this section is to provide guidance and consistency for the formation and operation of committees appointed by the Board.
- 4.01.2 **Definitions:**
- a. The term "standing committee" means a Board Advisory committee that has a continuing existence from the time of its appointment until the Board decides it is no longer needed.
 - b. The term "special committee" means a Board Advisory committee that goes out of existence upon completion of its specified task, except as provided in section 7.04.
 - c. The term "committee" when used alone includes both standing and special Board Advisory committees.

Sec 4.02 Committee Formations:

- 4.02.1 All members of a committee shall be appointed by the Board and may consist of three or

more members. Committees shall usually consist of an odd number of members.

- 4.02.2 Unless expressly authorized to do so, a committee may not add additional members to its membership.
- 4.02.3 If a special committee is appointed to carry out an action taken by the Board, it should be small and should consist only of those in favor of the action to be carried out.
- 4.02.4 If a special committee is appointed for deliberation or investigation, it should often be larger and should represent, as far as possible, all points of view on the subject matter in order to carry maximum weight.
- 4.02.5 If appointed by the Board, the chair of the committee shall call a first meeting of the committee as soon as practicable.
- 4.02.6 If not appointed by the Board, the chair of a committee shall be selected by majority vote of a quorum of the committee members. A quorum shall consist of a majority of the committee members and is required in order to conduct a meeting.
- 4.02.7 If the chair of a committee is not selected by the Board, the first person appointed to the committee shall call a first meeting of the committee as soon as practicable and shall act as temporary chair until a permanent chair is selected.
- 4.02.8 If the chair of a committee fails to call a meeting, any two members of the committee may call a meeting, presided over by an acting chair selected by majority vote of the committee.
- 4.02.9 One Board member, the Resort Manager and other Association employees may be appointed to a committee as either regular members or as ex officio members. An ex officio member has the right, but not the obligation, to participate in the proceedings of the committee, but may not vote, and is not counted in determining the number required for a quorum or whether a quorum is present.
- 4.02.10 The Association President shall be an ex officio member of all committees except the Nominating Committee.

Sec 4.03

General Committee Procedures:

- 4.03.1 A committee shall post a notice of the time and location and an agenda for its meeting, not less than 24 hours prior to the meeting, at the Association office.
- 4.03.2 A committee chair not only has the right to make and debate motions but is usually the most active participant in the discussions and work of the committee. Minutes of meetings shall be prepared, normally by the chair, but by any other committee member present at the meeting.
- 4.03.3 In order that there be no interference with the Board having the benefit of the committee's matured judgment, a motion to close or limit debate is not allowed. Motions may be voted on without a second.
- 4.03.4 All committee meetings are open to Members. Prior to a committee's debate and vote on an agenda matter, the chair shall provide for a reasonable time period, not less than 30 minutes, for Association Members' comments and discussion of the matter.
- 4.03.5 A committee has no power to punish its members for disorder or other improper conduct related to its proceedings, but should report the facts to the Board.
- 4.03.6 Minutes of committee meetings shall be prepared and distributed to committee members as soon as practicable following the committee meeting. Minutes will be approved in a timely fashion by the committee and forwarded to the Board and the Association Secretary for record retention.
- 4.03.7 Although the Board appoints committees and retains all responsibility and authority for their actions, it is frequently more productive and expedient for them to work closely with the General Manager and Association staff in investigations, inquiries and resolution of issues. Committees should take full

benefit of the expertise of the General Manager and staff in doing their work and in preparing their reports to the Board.

- 4.03.8 The rules contained for committees in the current edition of *Robert's Rules of Order Newly Revised* shall govern committees in all cases in which they are applicable.
- 4.03.9 A special committee--since it is appointed for a specific purpose--continues to exist until the task assigned to it is accomplished, unless discharged sooner; and it ceases to exist as soon as the Board receives its final report
- 4.03.10 Except as provided in this subdivision, a committee report shall contain only what has been agreed to by a majority vote at a meeting of the committee, where every member of the committee has been notified of the meeting, and where a quorum of the committee was present.
- 4.03.11 A "reporting member" presents a committee report to the Board. The reporting member shall be the committee chair, or if the chair declines to present the report because he disagrees with it, or for any other reason, the committee shall select the reporting member.
- 4.03.12 If a committee report contains a recommendation for action to be taken by the Board, the action to be taken must be moved and seconded unless a Board member who is a regular member of the committee, in which case the motion need not be so moved and seconded, presents the report.
- 4.03.13 A committee report should generally be presented in writing, with a copy to the Association Secretary. The report may be given orally only if it is brief enough for the Secretary to record its complete substance in the minutes upon hearing it.
- 4.03.14 If a written committee report is of considerable importance, all members concurring should sign it. Otherwise, the committee can authorize the chair to sign the report alone, in which case he/she adds the word Chair after his/her name.
- 4.03.15 Regardless of whether a minority report is presented, the report adopted by a vote of a majority in the committee should always be referred to as "the committee report," never "the majority report."
- 4.03.16 In debate by the Board on any written or oral committee report, any member of the committee who does not concur with the report may speak in opposition, but may not disclose what occurred during deliberations of the committee unless what occurred is part of the committee report or what occurred is permitted by unanimous vote of the Board.
- 4.03.17 If non-concurring committee members wish to present a minority report, they shall so inform the reporting member who will, after presentation of the committee report, notify the Board that the minority wishes to present its views in a separate report.

Sec 4.04 Resignation and Discharge:

- 4.04.1 The resignation of a committee member shall be addressed to the Board and it is the responsibility of the Board to fill the resulting vacancy, if required.
- 4.04.2 The Board may discharge a committee when it has failed to report at a prescribed time or when the Board is considering a partial report of the committee.

Article 5 ENFORCEMENT OF RULES, BYLAWS AND CC&RS

Sec 5.01 Introduction

Members are responsible for their own conduct, acts and omissions as well as those of their families, guests, tenants, licensees or invitees and any reference in this Article to the conduct, acts and omissions of Members includes that of their families, guests, tenants, licensees or invitees.

Sec 5.02 Enforcement Procedures without Notice and Hearing

If the Resort Manger, at their sole discretion, determines that the conduct of Members, their families, tenants, guests or invitees constitutes:

- a. An immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of other Members,
- b. A traffic or fire hazard,
- c. A threat of material damage or destruction to, Association Common Areas or other property

The Resort Manager shall have the authority to immediately ban those individuals from the enjoyment of the particular Common Area facility for a period not to exceed 72 hours. The Resort Manager shall make a reasonable effort to notify a Member of the ban if it is based on the conduct or activity of the Member's family members, guests, tenants, or invitees, but the failure to notify the Member will not invalidate the ban.

The Resort Manager shall as soon as feasible, file a written report with the Board, that includes the details and reasons for imposing the ban, with citation of the specific provision of the Governing Documents that was violated.

Sec 5.03 Enforcement Procedures with Notice and Hearing

In addition to the enforcement provisions under Section 5.02.1 , where a violation of the CC&Rs, Bylaws, Association Rules, Architectural Control Committee Rules or other Governing Documents of the Association by a Member, a Member's family, guests, employees, invitees, licensees or tenants is alleged to have occurred, a "first notice" will be provided to the Member by the Resort Manager or a Board Member via a verbal, written or email explanation advising the Member of the violation and giving a time to cure the violation in one (1) to thirty (30) days depending on the nature of the violation.

The Resort Manager, or if applicable an ACC member, will inspect the property periodically to determine if the violation has been addressed.

If the violation is not cured within the given time allocated in the first notice, a "second written notice" will be sent to the Member. This notice will come from the Board and will be delivered by hand or Certified Mail, to the Member or any agent of the Member ("Respondent") alleged to be in violation. The notice will set the date, time and place of the hearing. The hearing date shall be no less than 10 days from the date of the second notice. The offending member has the right to attend and be heard at this hearing

After the hearing has taken place, the Board has the power and authority to take one or more of the following actions:

- a. The Board may suspend the voting rights of the offending Member as long as the violation continues and until any fines levied are paid
- b. Suspension of voting rights and/or the privilege, or right of the Member, the Member's family members, guests, tenants, licensees or invitees, to use and enjoy any or all Common Areas and Association Property for a period of time as may be determined by the Board up to and including one (1) year from the date of the suspension is imposed in the case of any non-continuing violation, but in the case of a continuing violation, including but not limited to non-payment of any assessment, the suspension may be imposed for so long as the violation continues. This fine may be up to the limit published in the Schedule of Fines (see below).
- c. Levy a fine as outlined in Article 7 for a single violation occurring on a single day. However, in the case of violations that are continuing, the Board may determine to impose a per day fine that will continue until the violation is cured. Such daily fine may not exceed the sum of \$50 per day. Similar violations on different days shall justify the Board's imposition of cumulative fines.
- d. Specifically, the Board and/or any Member may bring an action at law or in equity for violation of the Rules of the Association, the Bylaws or the CC&Rs.
- e. Any levy/fine will become effective 30 days following the Board's action. This fine may be up to the limit published in the Schedule of Fines.

Sec 5.04 **Schedule of Fines**

See Article 7 herein.

Sec 5.05 **Hearing**

- 5.05.1** The hearing will be held before the Board in Executive Session as described in this Article, affording the Member a reasonable opportunity to be heard. The offending Member may request in writing that the hearing be held in open session. On a case by case basis, the Board may grant an owner's request to postpone a scheduled hearing.
- 5.05.2** Prior to imposing any sanctions, proof of notice and invitation to be heard will be placed in the minutes of the meeting. The proof will be deemed adequate if the Resort Manager or Director who mailed or delivered the notice enters a copy of the notice together with a statement of the date and manner of delivery in the minutes. The notice requirement is satisfied if the Respondent appears at the meeting, unless the Respondent appears for the sole purpose of objecting to inadequacy of the notice received. The minutes of the meeting will include a written statement of the results of the hearing and the sanction, if any, imposed.
- 5.05.3** If the Board imposes discipline following a hearing, written notification of the action taken shall be delivered to the affected Member, personally or by first-class mail, no later than 15 days after the hearing at which the disciplinary action was taken.
- 5.05.4** No action against the Member arising from the alleged violation shall take effect prior to the date on which the member is advised of the hearing results and no sooner than five (5) days after the hearing has taken place.

Sec 5.06 **Application**

Enforcement procedures under this Article shall apply to all unresolved violations existing on the date this Article is adopted or amended by the Board. These procedures shall be used for any further enforcement proceedings on unresolved or future violations.

Article 6 **SIGNS**

Sec 6.01 **General**

The following outlines what signs are permitted and which ones are not. The intent is to allow Owners to display for sale and for rent signs, as well as, certain seasonal, decorative and sports related signs so long as they comply with the restrictions listed below. Commercial messages that are less than 18" by 24" can be painted or stenciled on RVs and vehicles. Other messages that are larger must have prior approval of either the Resort Manager or member of the Architecture Control Committee. . . Bumper stickers on vehicles are not considered as signs for this section.

Sec 6.02 **Country Flags**

US or foreign country flags are allowed and can be lighted using a subtle light source.

Sec 6.03 **For Rent and For Sale Signs**

For sale or rent signs are allowed provided:

- a. the size is no larger than 18 inches tall by 24 inches wide
- b. for rent signs are only for lots
- c. for sale signs must pertain only to a lot, RV or other vehicle
- d. no signs are allowed for sale of other items of property such as BBQs, furniture and alike
- e. No garage sale signs are allowed unless done as part of a Resort wide event

Sec 6.04 **Seasonal Greetings and Decorative Signs**

Signs and banners that commemorate holiday or seasonal greetings are allowed so long as they do not contain any offensive message and are not larger than 24" tall and 36" wide and are only displayed for a finite period surrounding the holiday event or season.

Sec 6.05 Sports Related Signs and Banners

Banners/signs/flags or other portable fixtures that display a team affiliation or loyalty are allowed so long as they are tasteful, non-offensive and are of a size no larger than 24" tall by 36 " wide. Banners should only be displayed during the time immediately around the time of the sporting event.

Sec 6.06 Others

Rocks or other fixtures displaying the owner's names and lot number are allowed as long as they are tasteful and in keeping with the overall décor of the property. The Architecture Control Committee should be consulted before erecting these displays. Commonly available signs attached to RVs that portray a simple, non-offensive message or slogan is allowed so long as they are inconspicuous.

Sec 6.07 Right to Appeal

Owners who have been told they cannot display a sign or banner have the right to ask the BOD for a variance. If granted, this variance will be noted in the minutes of the next BOD Meeting.

Article 7 – SCHEDULE OF FINES

Sec 7.01 Architecture Control Committees Fines

Item	In Compliance	Out of Compliance
Concrete Walls	\$100 plus 10% for each additional week	\$100 plus 10% for each additional week
Excavation	\$300	\$300
Building	\$500 plus additional \$50 per week	\$500 plus additional \$50 per week
Exterior Color		\$100 plus additional \$10 per week
Lighting & landscaping	\$50 plus additional \$5 per week	\$50 plus additional \$5 week
Hardscape (walls, water features)	\$75 plus additional 10% per week	\$75 plus additional 10% per week
Plants	\$25 plus additional 10% per week	\$50

Notes:

1. "In compliance" means item completed without advance approval but is allowed by the Rules
2. "Out of compliance" means no application for improvement was submitted and item is not allowed by Rules

Sec 7.02 All other fines

- a. First offense in twelve month period beginning October 1st -- \$50
- b. Additional offences in twelve month period beginning October 1st -- \$100 each
- c. RV failure to maintain Original Factory Appearance Standard- \$150.00 plus additional \$50.00 per day.
- d. Water Meter billings-
 1. Non-payment after 45 day period, first offense in twelve month period beginning Oct 1st will be \$50.00. Water meter will have lock attached and water will be shut off to lot.
 2. Additional non-payment offences in twelve month period beginning Oct. 1st. \$100.00

Article 8 – Owner’s Privileges

Owners shall have certain rights that “renters and guests” do not have. Owners will have the exclusive use of the Clubhouse and when needed, the use of the Activity Center Kitchen. A signup sheet will be maintained in the Resort Office for owners use to establish schedule and responsibilities of the Clubhouse. Owners will be allowed to book the use no earlier than 30 days in advance for a private party. Owners who have booked the facility on a popular date in the past will be rotated on a revolving list, so the Clubhouse can be shared equally. Owners will be responsible for the condition, contents, cleanup and security of the facility. A “private party” sign can be posted at the door, but access to owners is not limited. Owners must accompany guests at all times. Use of the Activity Center Kitchen and Clubhouse kitchen can be scheduled whenever not conflicting with an Event or Activity of the Resort. Owners can bring up to 10 guests from outside the resort to a private party. Any party of guests over 10 will have to go to the POA board for approval. These large guest parties will not be allowed in the resort during peak season.

Use of the Activity Center room, foyer or kitchen is scheduled through the Activity Committee. Contact the Activity Chair to schedule the use of any part of this facility.

“Commercial Use” of the facilities will not be allowed in the Resort under these Association Rules. Collecting fees, rents, sales or any other compensation for the event falls under this category.

Article 9 – Revision History

2/14/17 Article 8 – Owner’s Privileges

Article 7 – Sec 7.02, c & d