

THE PALMS RV RESORT
Rules, Regulations and General Information
2021-2022 Season
(Effective 01/21/2022)

Welcome to The Palms RV Resort (“the Resort”)! In our beautiful community, we offer developer-owned lots for sale to prospective Lot Owners, and developer-owned lots for seasonal (3, 4, 5, or 6 months) or shorter term (nightly, weekly, or monthly) rental to prospective Rental Guests. Individual Lot Owners may also rent their homes and/or lots directly to Rental Guests based on a negotiated lease agreement between each Lot Owner and their Rental Guest.

The **Rules, Regulations and General Information** (“Rules and Regulations”) document is promulgated in accordance with the **Declaration of Covenants, Conditions and Restrictions and Easements** (“CC&Rs”), a document recorded in the records of the Yuma County Recorder on January 11, 2008, and applies in whole or in part to all Lot Owners, Rental Guests, and their guests. The Resort also complies with all applicable Federal, state of Arizona, and city of Yuma laws and regulations. The Rules and Regulations enable the Resort to promote a secure and attractive environment that may be enjoyed by all Lot Owners, Rental Guests, and their guests.

In the interest of protecting the health, safety, enjoyment and financial investment of its Lot Owners and Rental Guests, the Resort Management (“Management”) reserves the right to make changes or additions from time to time to the Rules and Regulations. Such changes or additions shall be made at the sole discretion of Management, and the revised document will immediately supersede all previous versions of the Rules and Regulations. Lot Owners and Rental Guests are responsible for inquiring about any topic that may not be included in these Rules and Regulations. Failure to become informed is not grounds for the granting of an exception.

All Lot Owners, Rental Guests, and their guests expressly consent to the use of any photographs, video, media or other images of such persons by the Resort and/or its designated agents and representatives for advertising or promotional purposes without objection or compensation.

By signing below, you acknowledge that you have received a copy of, and agree to comply with, the Rules and Regulations. You also agree to ensure that your guests comply with the Rules and Regulations. Continued noncompliance with the Rules and Regulations, after notification of such noncompliance, may result in the immediate cancellation of your reservation, without any refund, or a monetary fine.

Lot Owner/Rental Guest Signature	Date	Lot Owner/Rental Guest Printed Name

Resort Staff Signature	Date	Resort Staff Printed Name

Original Signature Page: retained in Lot Owner/Rental Guest file

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Section 1

Rules, Regulations and General Information

(Applicable to All Resort Residents and Their Guests)

Age Requirement

The Resort is a 55+ community (see Federal Fair Housing Act of 1988 and the Arizona Fair Housing Act). Therefore, at least 80% of the sold or rented lots will be occupied by persons 55 years of age or older. The Declarant may permit occupancy by persons under the age of 55 provided that no such person is under the age of 21 years and that at no time shall the number of lots occupied by persons under age 55 exceed 20% of the total number of Lots owned by persons other than the Declarant (The Palms RV Resort CCRs, Article 6.1-6.3).

In Case of Emergency

1. In case of fire, medical or police emergency:

Call 911 and state the following information:

The nature of your emergency _____

The Palms RV Resort address: 3400 South Avenue 7 E, Yuma, Arizona

Your name: _____

Your lot #: Lot # _____ and street name _____

2. After calling 911, call the Resort Security at (928) 502-0969 and let them know that you called 911. This will enable Resort Security to assist emergency vehicles with entering the park and to direct them to your lot.

Security

1. The Resort Security cell phone number is (928) 502-0969
2. All Lot Owners and Rental Guests must display Resort windshield decals or hang tags in their vehicles when entering the Resort so Resort Security can identify you as a Lot Owner or a Rental Guest and open the gate.
3. The East gate is closed 24/7. If Resort Security is not present at the gate, Lot Owners and Rental Guests may open the gate to gain access to the Resort by holding their Resort badge near the card scanner. If you need assistance, call Resort Security at (928) 502-0969 and they can open the gate remotely after verifying you are a Lot Owner or Rental Guest. The West gate is also closed 24/7 and may only be used when exiting from the Resort onto Michigan Street. The West gate may only be entered by authorized individuals and emergency vehicles. The pedestrian gates located by both the East and West gates may be opened by Lot Owners and Rental Guests using a code number that may be obtained from the Discovery Center/LOA Office.
4. Lot Owners and Rental Guests should notify Resort Security that they are expecting a guest prior to the guest's arrival. All guests of Lot Owners and Rental Guests must register with Resort Security at the time of their arrival at the Resort.
5. All Lot Owners, Rental Guests, and their overnight guests must wear identification badges when in the common areas. This will assist Resort Security and emergency responders to identify individuals in case of an emergency that renders them unable to communicate. This also helps Resort Security to maintain a safe and secure environment.
6. Lot Owners and Rental Guests should notify the LOA Office or the Discovery Center if they and/or their RV will be out of the Resort overnight or longer.

7. Soliciting is not permitted within the Resort. Report all violations immediately to the Discovery Center or Resort Security.
8. Lot identification numbers must be visible from the street and may not be obstructed by plants or any other obstacle.

Vehicles, RVs, Parking, and Traffic Safety

1. The speed limit in the Resort is 10 mph. This applies to cars, trucks, golf carts, and electric and regular bicycles. For everyone's safety, drive carefully, courteously, and obey all posted traffic control signs. Pedestrians and bicycles have the right-of-way.
2. Lot Owners and all Rental Guests must register all vehicles with the LOA Office/Discovery Center. Lot Owners will receive and must display a windshield decal, and all Rental Guests will receive and must display a hanging tag on their rear-view mirror.
3. Riding bicycles, Unicycles, and Segways is not permitted within the Clubhouse complex, pool area, on the pedestrian pathways, or across unoccupied lots. Skateboarding, rollerblading, skateboarding, and roller skating are also not permitted in these areas.
4. Bicycles should be equipped with mirrors, reflectors, and proper lighting. The use of helmets is recommended.
5. Only licensed drivers are permitted to operate vehicles, including golf carts, within the Resort. All vehicles driven within the Resort, including trucks, cars, and ATVs must be street licensed.
6. On street parking is restricted to the direction of traffic flow and vehicles may not block or hinder access by emergency vehicles at any time. Parking is not allowed in front of fire hydrants. Overnight on street parking is not permitted, except a transportation vehicle and/or an RV may be parked on the street for no more than forty-eight (48) hours while loading or unloading.
7. Only one (1) Recreational Vehicle or Motorhome ("RV") may be parked or maintained on any lot at any one time except that vans or truck mounted campers may be considered a transportation vehicle as long as they remain unoccupied at all times. No additional RVs may be stored or used as a temporary or permanent living quarters at any time on a lot.
8. All RVs will be considered for registration by Management based on their appearance. However, no RVs older than ten (10) years will be allowed in the Resort unless approved by Management in accordance with the CCRs.
9. The following vehicles and other items are not permitted, regardless of age or appearance:
tents; tent trailers; vans; converted trucks and school buses; truck-mounted campers; any unit that is not self-contained; or any unit that, in the opinion of Management, detracts from the intent, purpose and general appearance of the Resort.
10. The following vehicles and other items may not be stored on the street or on a lot, unless enclosed in an approved structure:
Cargo and utility trailers; automobile and motorcycle trailers; boats and boat trailers; tow dollies and other vehicle towing devices (unless stored out of sight under an RV); any other vehicle not expressly designed for RV occupancy or transportation; sand rails and dune buggies, unless they are street licensed and used as a passenger vehicle; inoperable vehicles; or any vehicle that, in the opinion of Management, detracts from the intent, purpose and general appearance of the Resort.

11. No repair, maintenance, painting, or restoration of any vehicle is permitted to be conducted on any lot. If a vehicle becomes disabled, Lot Owners and Rental guests may call a repair service to enable the vehicle to run; however, no further repairs may be made to the vehicle on the lot.
12. If wheel covers are used on RVs or transportation vehicles, they must be fabricated from materials suitable for this purpose. Wheel covers made from cardboard, wood pieces, etc., are not permitted, as the appearance of such material is not consistent with the aesthetic standards of the Resort.
13. Approved manufactured temporary RV covers may be permitted if the appearance of such covers is consistent with the aesthetic standards of the Resort.
14. Adequate space for parking is provided on each lot and in designated parking areas. No portion of a vehicle may be over the back of the curb into the street. Parking on unoccupied lots, or on Developer 10x30 patio pads, is not permitted.
15. Golf carts may be parked or maintained on a lot, as long as parking of the golf carts complies with the parking requirements set forth in this section, and its appearance is subject to the same approval by Management as other vehicles.
16. The washing of RVs, motor vehicles, home patios and driveways is permitted only on Tuesdays. The purpose of this rule is to prevent standing water in the streets and gutters that may cause premature deterioration of paving, sidewalks, and driveways.

Common Sense and Courtesy

1. Quiet hours are observed from 11:00 p.m. until 7:00 a.m. Please be considerate of your neighbors. If necessary, call Resort Security at (928) 502-0969 for assistance with enforcement.
2. The use of Aqua heaters should be limited as much as possible. Generators may be used for fifteen (15) minutes once a month to conduct recommended maintenance, but not during quiet hours. Generators may, however, be used at any time during power outages, including during quiet hours, if necessary.
3. Drivers of all vehicles, especially diesel-powered vehicles, should refrain from idling the engine at their lot, in the parking lots near the Clubhouse Complex, or while visiting from their vehicles.

Garbage and Trash

1. Garbage and trash should be deposited in the dumpsters located at the northwest side of the Clubhouse at the rear of the kitchen area near the American flag. Garbage and trash will be picked up at individual lots during the season (October-March) on a regular basis. The specific days and times will be announced at the beginning of the season.
2. Garbage and trash must be tied securely in heavy duty plastic bags before being deposited into the dumpsters or collected at individual lots. Do not place garbage and trash that is uncontained or in paper bags into the dumpsters. Deposit garbage and trash into the dumpsters frequently to avoid odors and attracting pests.
3. Recycling items (limited to clean plastic bottles, glass, cardboard that is broken down flat, and aluminum) should be deposited in the recycling bin located near the dumpsters.
4. On individual lots, all garbage and trash must be tied securely in heavy duty plastic bags, placed in tightly covered containers approved by Management, and out of view from the street and other sites.

Mail

1. The Mail Room, which is located off the courtyard near the Owners' Lounge, is open Monday through Friday from 10:00 a.m. to 3:30 p.m. during the season. The mailboxes are located outside of the Mail Room. Your mailbox number is the same as your lot number. One mailbox key will be provided, and you will be charged \$25.00 to replace a lost or unreturned key.

2. Your mail should be addressed as follows:

Your Name
3400 S. Avenue 7 E, Lot# _____
Yuma, AZ 85365

Do not use the word "Box ____" as that may delay or prevent delivery of your mail.

3. Incoming mail is delivered to the Resort by the U.S. Postal Service on Monday through Saturday, except on Federal holidays. Mail is placed in your mailbox by Resort staff or other authorized individuals. The Resort has no control over the delivery hours of the U.S. Postal Service.
4. You can only retrieve your mail with your mailbox key or a picture identification card.
5. A notification slip will be placed in your mailbox for packages and other items that are too large to fit in your mailbox. To pick up the item, present the notification slip to the Mail Room during its normal hours of operation. During the off season, present the notification slip to the Discovery Center during its normal hours of operation. If you need to pick up the item after normal hours of operation, i.e., if the item is prescription medication and is needed immediately, you may contact Resort Security to get the item for you.
6. The Resort staff will not sign to accept certified, special delivery, or other similar correspondence on your behalf. A notice of attempted delivery of such article will be left in your mailbox, and you will need to pick the item up from the main office of the U.S. Postal Service located in Yuma at 2222 S. 4th Avenue. The Resort Management, staff and other authorized individuals assume no responsibility and are not liable for the timely delivery of such articles of correspondence.
7. Upon your departure from the Resort, it is your responsibility to provide directions for the forwarding of your mail. The U.S. Postal Service will not honor any forwarding requests from your address at the Resort, as this address is designated as a consolidated drop by the U.S. Postal Service. Your mail can be forwarded if you leave address labels with the Mail Room. Only first-class mail, magazines and priority or express mail will be forwarded. The Resort is not responsible for forwarding your first-class mail unless you provide address labels with your forwarding address. Mail addressed to Rental Guests and received after departure, if no address labels are provided, will be returned to sender. Mail addressed to Lot Owners will be placed in your mailbox, unless the Mail Room has been provided with address labels.

Laundry

1. The Laundry Room is in the clubhouse complex next to the shuffleboard courts. Coin-operated washers and dryers are provided, as well as a change machine. There is also an outdoor area with clotheslines for drying clothing and other items.
2. Clothes lines or other items for drying or airing clothes shall not be erected, placed, or maintained on any individual lots or common areas. No laundry, garments, rugs, or similar items may be hung outdoors on the patio, from the windows or from the façade of an RV, awning, or dwelling structure.
3. One (1) washer and one (1) dryer are designated for washing and drying pet items.

4. If a washing machine is overloaded or too much detergent is used, the washer will not operate correctly. If a washer or dryer does not operate correctly, complete a form that is provided on the table and place it on the washer or dryer. If you lost money in a washer or dryer, state on the form how much money was lost. The Discovery Center will place a refund in your Resort mailbox.
5. A basket is provided in the Laundry Room for lost and found items.

Recreation Facilities

1. No personal alcohol may be brought into the Clubhouse Complex during the season while the Resort's liquor license is in active status, in compliance with the liquor license and state of Arizona regulations. Alcohol may be purchased through Café 55 for personal consumption inside the Clubhouse Complex. Personal alcohol may be brought into the Clubhouse Complex while the Resort's liquor license is in inactive status, which normally occurs during the off-season. The Resort Management will announce any change in the status of the Resort's liquor license.
2. There is no smoking or vaping throughout the Clubhouse Complex, including all open patio space. Arizona state law prohibits smoking within twenty (20) feet of any entrance or doorway (A.R.S. 36-601.01/A.A.C. R9-2-108).
3. The use of the recreational facilities is reserved for Lot Owners, Rental Guests, and their registered Guests.
4. The use of the Owners' Lounge is restricted to Lot Owners.
5. Lot Owners and Rental Guests must accompany their Guests who are under age 18 in the common areas, clubhouse complex and pool and spa area.
6. No one under the age of 18 is permitted to use the pool tables in the Billiard room unless supervised by an adult. No one under the age of 18 is permitted to use the Fitness Room.
7. Check with the Activities Office staff for program and event information and schedules.
8. Check for additional rules regarding the use of the shuffleboard courts, putting green, tennis and pickleball courts, or other recreational facilities that may be posted in those specific areas.

Pools, Spas and Fitness Room

1. Pools and spas are closed from 11:00 p.m. to 7:00 a.m. Pools and spas will be cleaned daily during the time they are closed.
2. NO LIFEGUARD IS ON DUTY. You are urged not to swim alone. It is recommended that you consult your physician before using the spas.
3. Glass containers may not be taken into the pool and spa areas.
4. Children under the age of 18 are permitted in the pool during posted hours but must be accompanied by a parent or a guardian who is a Lot Owner or Rental Guest in the Resort. Children under the age of 18 are not permitted in the spas. Children under the age of 3 are required to wear a swim diaper in the pools.
5. Wearing tanning oil or lotion in the pools and spas is not permitted, as tanning oil and lotion damage the equipment. You must shower before entering the pools or spas to remove all oils and lotions. Upon exiting the pools or spas, rinsing in the shower will help prevent possible hair discoloration.
6. Diving or jumping into the pool, rowdiness and "rough-housing" is prohibited.

7. Anyone entering the pools, spas or the Fitness Room must be appropriately dressed. No “cutoffs” are permitted. Proper swimwear and exercise attire are required, and street shoes or clothing are not permitted to be worn while in the exercise room.
8. Bare feet are not permitted outside the fenced area around the pools. Shower clogs or rubber shoes must be worn while walking from the pool area to the showers near the Ballroom and back to the pool area.
9. Swimming suits may only be worn in the pool area. Shirts, cover-ups, and footwear are required in the Discovery Center, Activities Office, LOA Office and in all other areas within the clubhouse complex.
10. Use towels on chairs, lounges, benches, and exercise equipment. This is a courtesy to others and extends the life of the equipment. Wipe down all exercise equipment after each use.
11. Pool seating is not reservable. Please use courtesy and place belongings on pool furniture only if you are in the pool area.
12. Check for additional rules regarding the use of the pools and spas that may be posted in the pool area.

Storage

1. The Resort does not provide permanent storage for RVs. Commercial storage facilities are located near the Resort.
2. Patios and the space under an RV unit may be used for storage only if they are enclosed in a customary and approved manner.

Other

1. Except as provided for in Federal Laws, visible antennas for the reception or transmission of television or radio signals are limited to standard RV factory-installations or vertical whip types that cannot rotate, do not have any guide wires and are mounted entirely on the RV. No equipment that interferes with television or radio reception may be operated.
2. All high intensity lighting must be shielded and directed so as not to beam into the streets or the space of any neighbor.
3. Appliances such as freezers and refrigerators may not be placed on open patios. They must be kept in an enclosed storage area so as not to be visible from the street or any other space.
4. All mops, brooms and other household cleaning equipment, tools, sporting goods and the like shall be kept in an enclosed storage area so as not to be visible from the street or any other space.
5. No business may be operated within The Palms RV Resort, EXCEPT that the Declarant may operate the business of selling and renting lots and homes as provided in The Declaration of Covenants, Conditions and Restrictions and Easements for The Palms RV Resort; neither does this prevent the Owner of an individual lot(s) from renting such individual lot(s).
6. The Palms RV Resort does not loan or rent tools, equipment and similar items.
7. The Palms RV Resort employees are prohibited from performing tasks or work for an individual Lot Owner or Lot Renter, except as authorized in writing by Management.
8. No tables or chairs or other equipment owned by The Palms RV Resort may be removed from the clubhouse complex to individual lots.
9. No tables or chairs or other equipment may be moved or re-positioned without the prior written approval of Management and then only by a staff member(s) authorized and directed by management to do so.
10. Thermostat settings may be changed only by a staff member authorized and directed by Management to do so.
11. Do not flush foreign objects such as fabric softener sheets, diapers, adult “Depends” or feminine hygiene products into the **Resort** sewer system.
12. Each dwelling unit must have a properly installed, adequate sewer trap.

13. Except for hummingbird feeders, birds or wildlife may not be fed on an individual lot or at any other location in The Palms RV Resort.
14. Remote control vehicles of any type cannot be used within the boundaries of The Palms RV Resort. This applies to any and all land, air or watercraft.
15. Outside Jam Sessions: Maximum twice per month on a specific lot; Maximum 2 hours in length; As a rule of thumb please use common sense in sound amplification; Please have consideration of all your neighbors; Current rules of quiet time still apply; If a problem call Security.
16. Holiday Christmas lights are allowed and may be lit from Thanksgiving Day to January 7. Christmas lights may also be displayed in adjoining Common Areas and in adjoining Pal areas during these same times.
17. Gazebos – Pre-fabricated gazebos in new or like new condition are permitted on both single family and RV lots, and may be placed without Architectural Review Committee review and approval, PROVIDED that (1) they meet required color standards; (2) they are not placed in required front setbacks or pedestrian access and landscape (PAL) easements; and (3) they are properly anchored to meet wind patterns and speeds for the City of Yuma.
18. Screened Rooms – Detached screened rooms require Architectural Review Committee review and approval, and must meet color standards, be located outside of setbacks or easements and shall be properly anchored to meet Yuma wind patterns and speeds. Support framework for such temporary structures shall be powder coated or painted to comply with color standards. No unpainted galvanized poles or PVC piping may be used. Prefabricated screened rooms attached to RV's are permitted without Architectural Review Committee review and approval.
19. Fires. No barbecue pits shall be constructed, or open fires shall be permitted within a Lot or on the Common Areas without the written consent.

Signs, Flags and Lawn Décor

1. One "Family Name" sign no larger than 6" by 12" may be posted on an individual lot, but it must be placed no closer to the front of the lot than the designated setback line. The Family Name sign must be in harmony with the aesthetic standards of the Resort.
2. Only one of the following flags may be displayed after obtaining written approval from Management (complete and sign "Flag Application Form" and submit it to the Discovery Center or LOA Office):
 - a. American flag
 - b. Canadian flag
 - c. An official flag or replica of a flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard
 - d. POW/MIA flag
 - e. Arizona state flag
 - f. An Arizona Indian nations flag
 - g. Gadsden flag
3. A flag may be no larger than three (3) feet by five (5) feet in size and may not be attached to PVC poles.
4. Flags must be displayed in a manner consistent with the Federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4-10).

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Flag Application Form

Please complete, sign and return this form to the Resort Staff in the Discovery Center or the LOA office for approval by Management. Lot Owners and Rental Guests must obtain approval each year and must submit a new request if there are any changes to the information provided on the form.

1. Type of Flag to be Displayed (Check Only One)

- American Flag
- Canadian Flag
- United States Army Flag
- United States Navy Flag
- United States Air Force Flag
- United States Marine Corps Flag
- United States Coast Guard Flag
- POW/MIA Flag
- Arizona State Flag
- An Arizona Indian Nations Flag
- Gadsden Flag

2. Will the flag be flown between dusk and dawn? (Check One)

- Yes
- No

3. Please describe how the flag will be mounted for display. PVC poles are not permitted.

Please sign below and include your lot number. By signing this form, you agree that the flag will be displayed in a manner that is consistent with the Federal flag code (P.L. 94-344; 90 Stat. 810; 4 United States Code sections 4 through 10).

Lot Owner/Rental Guest Signature Date Lot Owner/Rental Guest Printed Name Lot # _____

Management Approval/Date: _____

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Section 2

Additional Rules, Regulations and General Information (Applicable to Rental Guests of Developer-Owned Lots)

This section contains additional rules, regulations and general information that apply specifically only to Rental Guests of Developer-owned lots, in addition to the rules, regulations and general information in Section 1 that apply to all Resort residents and their guests.

1. All Rental Guests must check in and register at the Discovery Center. Check-in time is 3 :00 p.m. and check-out time is 11:00 p.m.
2. Rental rates are based on two-person occupancy. An additional charge of \$25.00 will be assessed for each additional person. A rental month is defined as a thirty (30) night period. Children may visit a Rental Guest for a cumulative period of one (1) month during the season (October through April). The length of the visit may be less restrictive during off season (May through September), as approved by Management. Children may make day visits to Rental Guests, but if staying overnight they must register with the Discovery Center and a charge may be assessed.
3. Electricity is included in the rental fee for daily and weekly reservations, and Rental Guests will be billed for any amount that exceeds established usage limits.
4. Electricity is not included in the rental fee for monthly and seasonal reservations. Monthly and seasonal Rental Guests must pay a security deposit of \$100 upon check in and are billed for the actual electricity usage shown by the APS (Arizona Public Service) meter on their rental lot. The Resort bills the Rental Guests the exact charge per kWh and all other rates, fees (currently includes a monthly \$7.70 administrative fee and a monthly \$1.90 meter fee), and taxes that Arizona Public Service charges the Resort. Rental guests with monthly or longer reservations should notify the Resort Staff in the Discovery Center one day prior to departure to have their final electricity bill calculated, and the final electric charges (if any) will be deducted from your security deposit. Any amount more than your security deposit will be charged to your credit card on file. Refunds of any remaining deposit amount will be made within thirty (30) days from checkout.
5. Lots are not individually metered for water, and water is included in rental fees. City of Yuma water that is provided to each lot meets quality standards for potability. Please conserve water usage and refrain from hosing off patios and pavements.
6. The Resort does not sell propane. Propane delivery service is available to Rental Guests. Call the propane provider of your choice, and place a "Propane Delivery" sign in the window of your RV. Propane tanks may not be visible from the street.
7. Telephone service and internet service is available to each lot. Rental Guests may order telephone service from CenturyLink (www.centurylink.com or (877)299-0946) and/or internet service from Spectrum (928)272-0110.
8. Cable television service (only Starter and Standard Service from Spectrum) is provided to each lot. Rental Guests may order upgraded services from CenturyLink (www.centurylink.com or (877)299-0946) or DirecTV ((855)229-4388).
9. Resort Security will escort each Rental Guest to their rental lot, and will remain until the Rental Guest has parked its RV. Use extreme caution while positioning and parking your RV. Utility hook-ups can be seriously damaged while parking, and you will be charged for the cost of repairing or replacing the hook-ups if they are damaged while you are parking your RV.

10. Any unused, paid portion of any lot rental may not be gifted, willed, or transferred for the use of anyone other than the registered Rental Guest of said lot. After checking out, the lot will be considered vacant and eligible to be rented.
11. If you wish to change or extend your reservation, you must contact the Resort staff in the Discovery Center as soon as possible. The Resort cannot guarantee dates other than the dates of your original reservation. If your lot is already reserved for another Rental Guest, you may be required to move to another lot to extend your reservation.
12. Reservations for less than three (3) months require full payment in advance. Reservations for three (3) months or longer require an advance deposit of \$495.00. Specific lot choices cannot be guaranteed, but every effort will be made to accommodate requests.
13. All developer-owned lots are available for sale. If your rental lot is sold during the time of your reservation, and you are occupying the lot, you will not be required to move to another lot. If your rental lot is sold and closed prior to the start of your reservation, the Resort staff in the Discovery Center will attempt to place you in the most similar available lot.
14. If a seasonal reservation is cancelled sixty (60) or more nights prior to the reservation start date, the total amount paid in advance, less a \$75.00 cancellation fee, will be refunded within thirty (30) nights of cancellation. If a seasonal reservation is cancelled sixty (60) or fewer nights prior to the reservation start date, the total amount paid in advance is fully earned and not refundable. If a seasonal reservation is cancelled at any time for "medically necessary" reasons (proof from a doctor is required), any unearned rental amount, less a \$75.00 cancellation fee, will be refunded within thirty (30) nights from the date of receipt of written notice of cancellation.
15. If a nightly, weekly, or monthly reservation is cancelled, the total amount paid is fully earned and not refundable. If a nightly, weekly, or monthly reservation is cancelled at any time for "medically necessary" reasons (proof from a doctor is required), the unearned portion of the total amount paid, less a \$75.00 cancellation fee, will be refunded within thirty (30) nights from the date of receipt of written notice of cancellation.
16. All refund amounts will be credited to the credit card on file with the Discovery Center. No refunds will be issued by check or in cash at the time of departure.
17. Subletting of a rental lot is not permitted.
18. Children may visit a Rental Guest for a cumulative period of one (1) month during the season (October through April). The length of the visit may be less restrictive during off season (May through September), as approved by Management.

Section 3

Pet Rules, Regulations and General Information

(Applicable to all Lot Owners, All Rental Guests, and Their Guests)

This section contains pet rules, regulations and general information that apply to all Lot Owners, Rental Guests, and their guests in addition to the rules, regulations and general information in Section 1 that apply to all Resort residents and their guests.

1. Lot Owners, Rental Guests, and their Guests must observe all pet rules and regulations. Pets may be exercised off-leash only in the appropriate pet park. Small dogs are welcome in the Jasmine Ferguson Memorial Park located at the northwest corner of the Resort, and medium and large dogs are welcome in the Santiago Acosta Memorial Park located south of the Resort main gate. Medium and large dogs are expressly prohibited from entering the Jasmine Ferguson Memorial Park.
2. Except for Service Animals, pets are not permitted in the administration offices, Clubhouse Complex, recreation areas or pool areas of the Resort, or other areas within the Clubhouse Complex. However, your leashed pet may accompany you to the Mail Room only through the East breezeway entrance and exiting back through the same route. However, pet friendly events may be organized by the Activities Office to be held in such areas.
3. The Resort is a “pet-friendly” resort. Pets are permitted on any lot in the Resort, and in all common areas outside of the Clubhouse Complex. However, only pets permitted by the CC&Rs shall be kept in compliance with the Rules and Regulations promulgated by the Board of Directors. No animals, livestock, reptiles, insects, poultry or other animals of any kind shall be kept on any lot except that usual and ordinary domestic dogs, cats, fish, and birds (inside bird cages) may be kept as permitted pets on any lot provided that they are not kept, bred, or raised therein for commercial purposes or in unreasonable numbers.
4. Pets of Rental Guests must be declared, approved, and registered prior to admittance. Failure to do so may result in a delay in being able to begin your stay or the cancellation of your reservation and forfeiture of all monies paid. Lot Owners and all Rental Guests must also provide proof that each dog and cat, and other warm-blooded animals, if applicable, has a valid and current rabies vaccination (City of Yuma Code 130-020 to 130-028). Lot Owners and all Rental Guests must also provide a copy of all pets’ current shot records and licensing at the time of occupancy, and thereafter on the date of vaccination and licensing renewal.
5. Arizona state law requires licensing after thirty (30) days in the state. Information about licensing is available from the Humane Society of Yuma, which is located at 4050 S Avenue 4 ½ E. Their phone number is 928-782-1621 and their website is <http://www.hsoyuma.com/license-online.html>
6. Dogs and cats must wear identification tags that contain their owner’s name, address, and phone number. All dogs and cats must be licensed with the applicable governmental authority, if required.
7. No more than two (2) pets per lot shall be permitted unless the Board of Directors shall determine that a reasonable number may in a specific instance be more than two. Approval must be received prior to arrival and all exceptions are issued on an annual basis.
8. The Board of Directors shall have the right to prohibit certain animals if they represent a safety issue in the opinion of the Board.
9. Pets that display vicious behavior, or pets that are unusually noisy, will not be permitted to remain in the Resort. Pets must be kept under such care and restraint so as not to be a nuisance because of noise, odor, or unsanitary conditions.

10. No animal shall be permitted to run loose. Pets must be kept within an enclosed area, pet park, or on a leash not to exceed six (6) feet in length and directly under the pet owner's control; however, no animal shall be left outdoors unattended. Retractable leashes, if used, shall be kept at 6' or less at all times while pet walking and not extended except in appropriate pet areas. No temporary structure for the care, housing, or confinement of any animal, or for any other purpose, shall be maintained less than three (3) feet from back of curb. Any such temporary structure shall consist of folding, freestanding, readily movable metal pet panels no higher than three (3) feet.
11. Pet owners are responsible for cleaning up pet waste immediately, placing it in a tightly tied plastic bag, and properly disposing of it in the pet owner's own trash receptacle or in trash receptacles in the pet exercise area. Pet owners should use common courtesy while walking their pet and discourage them from using occupied and/or developed lots as their bathroom.
12. Pet owners must control their pets in such a manner that the tranquility of the park is not compromised at any time. Lot Owners and Rental Guests who do not own pets are expected to respect the rights of Lot Owners and Rental Guests who own pets. Lot Owners and Rental Guests who own pets are expected to respect the rights of Lot Owners and Rental Guests who do not own pets.

Section 4

Additional Rules, Regulations and General Information (Applicable to Rental Guests of Lot Owners)

This section contains additional rules, regulations and general information that apply specifically only to Rental Guests of private Lot Owners, in addition to the rules, regulations and general information in Section 1 that apply to all Resort residents and their guests.

1. Lot Owners may permit others to occupy their premises as either lessees or guests. During any such occupancy, Lot Owners must ensure that these individuals comply with all published policies of the Resort (<https://yumapalmsrvresort.com/documents>). Lot Owners are liable for any violation of these policies by their lessees and guests and shall, upon demand, reimburse the LOA for any damages to Resort property.
2. At least two (2) business days before a Rental Guest arrives at the Resort, the Lot Owner must submit the following information in writing to the LOA Office:
 - a. Name(s) of and contact information for those who will occupy the premises,
 - b. number and type of pet(s), if any,
 - c. anticipated dates of arrival and departure, and
 - d. description of any RV (class and length), manufacturer, model, and year. If the RV is older than ten (10) years, three (3) current photos (front and both sides) must be submitted. Registration of any unit is subject to Resort Management approval.
3. Upon arrival, lessees and guests must check in and register at the LOA Office. All vehicles must be registered. Pets must be declared, and vaccination records must be submitted. Failure to provide the requested information may delay registration.
4. Lessees and guests arriving in RVs must be parked by Resort Security. Lessees and guests will be given hang tags which must be visible on transportation vehicles.
5. If the Lot Owner has not provided a mailbox key and identification badges, the LOA Office will supply them at a cost of \$25.00 each. Only identification badges may be returned to the LOA Office for a refund.
6. Rental Guests staying in the Resort for more than thirty (30) days may be charged a Resort facility fee. Children may visit a Rental Guest for a maximum period of seven (7) days during the season (October through April). The length of the visit may be less restrictive during off season (May through September), as approved by Management.
7. Lots are not individually metered for water, and water is included in rental fees. City of Yuma water that is provided to each lot meets quality standards for potability. Please conserve water usage and refrain from hosing off patios and pavements.

8. The Resort does not sell propane. Propane delivery service is available to Rental Guests. Call the propane provider of your choice, and place a "Propane Delivery" sign in the window of your RV. Propane tanks may not be visible from the street.

9. Telephone service and internet service is available to each lot. Rental Guests may order telephone service from CenturyLink (www.centurylink.com or (877)299-0946) and/or internet service from Spectrum (928)272-0110. Cable television service (only Starter and Standard Service from Spectrum) is provided to each lot. Rental Guests may order upgraded services from CenturyLink (www.centurylink.com or (877)299-0946) or DirecTV ((855)229-4388).

Section 5 Additional Rules, Regulations and General Information (Applicable to Lot Owners)

This section contains additional rules, regulations and general information that apply specifically only to Lot Owners, in addition to the rules, regulations and general information in Section 1 that apply to all Resort residents and their guests.

1. Lot Owners may permit others to occupy their premises as either lessees or guests. During any such occupancy, Lot Owners must ensure that these individuals comply with all published policies of the Resort (<https://yumapalmsrvresort.com/documents/>).
2. At least two (2) business days before a lessee or guest arrives at the Resort, the Lot Owner must submit the following information in writing to the LOA Office:
 - a. Name(s) of and contact information for those who will occupy the premises.
 - b. Number and type of pet(s), if any.
 - c. Anticipated dates of arrival and departure; and
 - d. Description of any RV (class and length), manufacturer, model, and year. If the RV is older than ten (10) years, three (3) current photos (front and both sides) must be submitted. Registration of any unit is subject to Management approval.
3. Guests staying with a Lot Owner for more than thirty (30) nights may be charged a Resort facility fee.
4. One "For Sale" or "For Rent" sign no larger than 24" by 36" may be posted in the window of a home or recreation vehicle and one 24" by 36" sign may be posted on a vacant lot. No additional sales/rental signs are permitted.
5. Lot Owners should provide the LOA Office with written notification of any individuals who have been given permission to be on their lot during the Lot Owner's absence from the Resort.
6. Children may visit a Lot Owner for a cumulative period of one (1) month during the season (October through April). The length of the visit may be less restrictive during off season (May through September), as approved by Management. Children may make day visits to Lot Owners, but if staying overnight they must register with the LOA Office and a charge may be assessed.
7. To establish electricity service, contact Arizona Public Service Company (APS) at (928) 782-7151 or at www.aps.com
8. During the summer or any extended period of absence, Lot Owners should provide the LOA Office with emergency contact information. Annual flowers and plantings should be pulled up and thrown out. Lot Owners should arrange for regular maintenance of landscaping. If it becomes necessary for the Resort to maintain your lot in your absence you will be charged. Your property should be secured against summer storm damage.