

Receipt of Rules and Regulations

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 visitors and/or rental guests comply with the Rules and Regulations. Your obligation to comply with the Rules and Regulations is not dependent on your signature below.

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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THE PALMS RV RESORT
Rules and Regulations
2023 – 2024 Season
Effective 11/01/2023

The Rules and Regulations are promulgated in accordance with the Declaration of Covenants, Conditions, and Restrictions (CC&Rs), which applies to all Lot Owners, Rental Guest, and their visitors.

Any violations of these Rules and Regulations should be reported to Security at (928) 502-0969.

A – Security, Occupancy, Registration

1. Quiet hours are from 11:00 p.m. to 7:00 a.m.
2. Lot Owner Occupied Lots
 - a. Lot Owners must register annually within 72 hours after initial arrival, or each November 1st for those that live at the Palms Resort year-round. This includes updating their relevant information, handling passes and badges, and pet registration requirements as outlined in section F1.
 - b. Lot Owners must display the authorized Palms RV Resort decal on the left side of the windshield of the vehicle(s).
 - c. Lot Owners whose permanent or semi-permanent residents exceed a two-person occupancy per lot shall register prior to exceeding such two-person occupancy through Management. A Resort Fee per person per month may be assessed, as determined and added to policy at a later date by the BOD, and paid prior to the excess of two- person occupancy beginning.
 - d. Lot Owners must register all visitors that stay in the Resort overnight prior to their arrival with the LOA office. If a visitor is not staying overnight, Resort Security should be notified that a visitor is expected prior to the visitor's arrival. All visitor's vehicles must display appropriate visitor pass. The vehicle pass will only be valid for the time period approved and registered.

- e. Visitors may visit a Lot Owner for a cumulative period not to exceed one (1) month during the season (October through April). Minor children/grandchildren may visit a Lot Owner for a cumulative period not to exceed 14 days for each minor 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. Visitors may make day visits to Lot Owners, but if staying overnight, they must register with the LOA office, and a Resort Fee may be assessed as determined by the Board of Directors.
- f. If time period of visitor occupancy changes from initial registration, the Lot Owner shall report change to the LOA office, and any applicable fees shall be paid prior to the extension of time. The visitor vehicle pass will be extended the appropriate period of time. No refunds shall be issued. The visitor will be considered trespassing if registration or applicable Resort Fees are not completed and paid in a timely manner, and the Lot Owner shall be responsible for the payment of appropriate fees.
- g. If a Lot Owner has inadequate housing for their personal visitors and wishes their visitors to stay at another Lot Owner's property, the Lot Owner with the personal visitors must still register their visitors as stated in 2.d. above. Rules relating to visitors apply, including 30-day cumulative limit and visitor vehicle pass requirements.

3. Lot -Owner Lot Rentals

- a. 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 as outlined in <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.
- b. Lot Owners are responsible for Rental Guest registration and paying required fees directly to the LOA office as listed below. When a Lot Owner rents their property for any length of time, the LOA office shall be provided, 15 days prior to arrival, the name, contact information, time period and dates of lease, and a description and license plate number of their RV and vehicles. Registration includes pet registration requirements as outlined in section F1. This provision serves as the official request mentioned in Arizona Law.
- c. At that time, in accordance with Arizona law (ARS) 33-1806.01 D., the Lot Owner will pay the LOA an administrative fee of \$25 for each new tenancy, which includes a vehicle pass. Such fee must be paid within 15 days of registration. An additional charge of \$25 will be assessed for each ID badge

requested for recreational use. At such time the fees are paid, including applicable Resort Fee, a vehicle pass and access to appropriate amenities will be provided for such time period. If above registration information isn't provided within 15 days of registration and prior to tenant's arrival, a \$15 late fee will be assessed, and reasonable efforts will take place to provide a vehicle pass as soon as possible. However, there is no guarantee of admittance if, for example, incomplete information or compliance of applicable Rules and Regulations are not met, and such tenants will not receive vehicle pass into the Resort or ID badge to use the amenities. If any tenant inappropriately gains access into the Resort, they will be considered trespassing and may be asked to leave the Resort.

- d. Rental rates are based on two-person occupancy. Lot Owner Rental Guests whose permanent or semi-permanent residents exceed a two-person occupancy per lot may be subject to a Resort Fee per person per month. However, such application and amount will be determined and added to policy at a later date by the BOD. Once policy is set, the fee would be paid at registration and/or prior to the excess of two- person occupancy beginning or continuing.
- e. Subsequent visitors of Lot Owner Rental Guests must register all visitors that stay in the Resort overnight prior to their arrival with the LOA office. If a visitor is not staying overnight, Resort Security should be notified that a visitor is expected prior to the visitor's arrival.
- f. Visitors of Lot Owner Rental Guests may visit a Rental Guest not to exceed a cumulative period of one (1) month during the season. Minor children/grandchildren may visit a Lot Owner Rental Guest for a cumulative period not to exceed 14 days for each minor 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. Visitors may make day visits, but if staying overnight they must register them with the LOA and a Resort Fee may be assessed.
- g. If time period of visitor occupancy changes, the Lot Owner shall report change to the LOA office and any applicable fees shall be paid prior to the extension of time. The visitor vehicle pass will be extended the appropriate period of time. No refunds shall be issued. The visitor will be considered trespassing if registration and applicable Resort Fees are not completed and paid in a timely manner, and the Lot Owner shall be responsible for the payment of appropriate fees.
- h. All Lot Owner Rental Guests and their visitor's vehicles must display appropriate visitor vehicle pass.
- i. In accordance with CC&R Article 5-General Restrictions, 5.19 Leases, Lot Owners cannot lease a portion of a lot, only the entire lot. Thus, Lot Owners

cannot reside in a portion of the lot while leasing a portion of that same lot, including structures, to another party. The LOA office nor the Lot Owner shall provide a vehicle pass or ID badge for such occupants. These occupants will be considered trespassing and subject to removal by appropriate officials. Lot Owners will be charged applicable Resort Fees in arrears and a possible fine if this CC&R and Rule are violated.

4. Developer-Owned Lot Rentals

- a. Upon arrival, all Developer-Owned lot Rental Guests must check in and register at the Discovery Center. Registration includes pet registration requirements as outlined in section F1.
- b. Developer-Owned Lot Rental Guests must always display the authorized Palms RV Resort vehicle pass to enter and while in the Resort.
- c. Rental rates are based on two-person occupancy. Developer-Owned Lot Rental Guest whose permanent or semi-permanent residents exceed a two-person occupancy per lot shall pay the LOA office a Resort Fee of \$25 per person per month (or pro-rated per day) at registration or prior to the excess of the two-person occupancy beginning. All Resort Fees collected from Developer-Owned Lots shall be deposited into the Palms RV Resort LOA operating account.
- d. Developer-Owned Lot Rental Guests must register all visitors that stay in the Resort overnight prior to their arrival with the Discovery Center office. If a visitor is not staying overnight, Resort Security should be notified that a visitor is expected prior to the visitor's arrival. All visitors' vehicles must display an appropriate visitor pass.
- e. Developer-Owned Lot Rental Guests may have visitors not to exceed a cumulative period of one (1) month during the season. Minor children/grandchildren may visit a Developer Rental Guest for a cumulative period not to exceed 14 days for each minor 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. Visitors may make day visits, but if staying overnight they must register them with the Discovery Center and a Resort Fee may be assessed.
- f. If time period of visitor occupancy changes, the Developer-Owned Lot Rental Guest shall report change to the Discovery Office and pay applicable fees prior to the extension of time. The visitor vehicle pass will be extended the appropriate period of time. No refunds shall be issued. The visitor will be considered trespassing if registration and Resort Fees are not completed and paid in a timely manner, and the Developer-Owned Lot Rental Guest shall be responsible for the payment of appropriate fees and penalties.

- g. Subletting for a rental lot is not permitted.

B - Vehicles, RVs, Parking, and Traffic Safety

1. The following vehicles and other items are not permitted for overnight parking by residents or visitors, regardless of age or appearance:
 - a. tents
 - b. tent trailers
 - c. converted school buses
 - d. tiny homes on any type of movable chassis
 - e. travel trailer with an open flatbed
 - f. truck-mounted campers
 - g. semi-trucks/ tractor-trailers (48 hour loading and unloading only)
 - h. any RV unit that is not self-contained; or any unit including converted trucks and vans that, in the opinion of Management, detracts from the intent, purpose and general appearance of the Resort
2. The following vehicles and other items may not be stored on the street, in the administration office parking lot or on an individual lot, unless enclosed in an approved structure and/or approved by Management.
 - a. cargo and utility trailers
 - b. vehicle mounted hauling racks
 - c. automobile and motorcycle trailers
 - d. boats and boat trailers
 - e. tow dollies and other vehicle carrying devices unless stored out of sight under an RV or on a lot in a manner that is the most organized and hidden as possible
 - f. inoperable vehicles
 - g. semi-trucks/ tractor-trailers (48 hour loading and unloading only)
 - h. any vehicle that in the opinion of Management detracts from the intent, purpose, and general appearance of the Resort
3. No vehicles of any kind may be parked in the Clubhouse Complex or administrative parking areas displaying a “for sale” sign.
4. Only licensed drivers are permitted to operate vehicles, including golf carts, within the Resort.
5. No modes of transportation of any kind, including golf carts and electric bikes, may be driven on the pedestrian pathways, PAL, Clubhouse Complex, or common areas

within the Resort, unless a proper handicap insignia is displayed and/or at a special activity that has received Management approval.

6. No RV older than ten (10) years will be allowed in the Resort unless approved by Management.
7. Only one (1) approved RV may be parked or occupied on an individual lot within the Resort at any one time. If a second RV is used as a transportation vehicle, it must meet the same restrictions listed in B. 1. above and remain unoccupied.
8. Only commercially manufactured RV wheel covers may be used within the Resort. No tarps or plywood panels may be used.
9. Street parking is restricted to the direction of traffic flow, and vehicles may not block or hinder access by emergency vehicles at any time.
10. In accordance with the Development Agreement, all Lots shall have no less than 2 parking spaces to accommodate either 2 motor vehicles, or 1 RV and 1 motor vehicle.
11. No extended or overnight parking of any type vehicle is permitted by Lot Owners and Rental Guests at or around the Clubhouse Complex. However, in special circumstances, Lot Owners and Rental Guests can submit a request to Management to park overnight (10 p.m. to 7 a.m.) in designated Administrative Office area spaces. Such requests will be forwarded to the Board of Directors to consider and/or the Board of Directors will establish guidelines for Management's granting of passes in special circumstances. Such pass will be assessed a monthly parking fee to be determined. In establishing parking regulations, the Development Agreement and legal parking requirements must be met. However, in rare circumstances, the BOD can allow parking space at designated Administrative Office areas and will issue passes for an amount to be determined by the BOD. Such exceptions shall in no way create an expectation or reliance that such parking and passes will be provided in the future or even throughout the season.
12. No storage of any type at or around the Clubhouse Complex should be allowed or considered a special circumstance. The extended parking vehicle pass must be for a primary vehicle of Owner or Rental Guest. A vehicle is not a primary vehicle if the number of occupants on lot is not equal to cars registered. Such excess vehicle should be maintained on an off-site storage.
13. Lot Owner and Rental Guest visitors may park their vehicle in the Administration area parking space for no more than 30 days and must display a Resort visitor pass. However, the vehicles parked overnight must be in compliance with B.1. above.
14. Parking is not allowed in front of or within 15 feet of fire hydrants.
15. Parking is only permitted in the parking spaces marked as "laundry" when laundry is concurrently being done by that Lot Owner or Rental Guest.
16. Overnight street parking is not permitted, except for a maximum 48-hour window when an RV and any associated vehicle(s) are being loaded or unloaded.

17. Parking is not permitted on unoccupied lots or on Developer owned 10x30 patio pads unless permission is granted by a Lot Owner in advance.
18. No one may trespass on any unoccupied lot.
19. The speed limit in the Resort is **10 mph** for all modes of transportation.
20. Generators may be operated for maintenance for a maximum of one (1) hour per month, except in the case of a storm or electrical outage.
21. Soliciting is not permitted within the Resort.
22. No individual may perform major repairs, painting, or restoration of any vehicle on a lot or common area within the Resort without Management approval.

C – Laundry and Trash

1. 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, dwelling, structure, clothes line, or in trees.
2. Do not deposit tires, car/golf cart batteries, electronics (e.g. TV's, computers, etc.), hazardous chemicals, or similar unauthorized items in the dumpsters. Unauthorized items can lead to a financial penalty on the LOA.

D - 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.
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. ARS 36-601.01/A.A.C. R9-2-108. Smoking and vaping is also prohibited within the dog parks and on the pickleball/tennis complex.
3. From sunset to sunrise, all modes of transportation must be equipped with front and rear lighting.
4. Day visitors of residents and anyone under the age of 18 must be accompanied by an adult Lot Owner or adult Rental Guest in the common areas, Clubhouse Complex, pool, and hot tub area.
5. No one under the age of 18 is permitted in the hot tub.
6. Children under the age of 3 are required to wear a swim diaper in the pool.
7. Shirts and/or cover-ups and footwear are required anytime outside the fenced pool area within the Clubhouse Complex area.
8. Only swimming attire is to be worn in the pool and hot tubs.
9. Diving or jumping into the pool, rowdiness, "rough-housing", and sexually suggestive behavior are prohibited in and around the pool area.

10. Pool area seating is not reservable, such as placing a towel on patio furniture to hold a spot.
11. Glass containers are not allowed in the pool and hot tub area.
12. No one under the age of 18 is permitted in the Game Room unless supervised by an adult.
13. No one under the age of 18 is permitted in the Fitness Room.
14. Proper athletic shoes and fitness clothing are required to be worn in the Fitness Room. No sandals or bare feet are allowed for safety reasons on equipment in the Fitness Room. No wet bathing suits or clothing that can cause damage to equipment (ex. jeans with grommets) are allowed while using the equipment in the fitness room.

E - Exterior Space

1. Except as provided for in Federal Laws, visible antennas for the reception or transmission of television or radio signal 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 Resort neighbor.
3. No Lot Owner or Rental Guest is permitted to place lighting or décor in or around any portion of the PAL and common areas.
4. Holiday Christmas lights and decorations are allowed on individual lots and may be lit from Thanksgiving Day to January 7th. Christmas lights may also be displayed in adjoining Common Areas and in adjoining Pal areas during these same times.
5. No hot tubs, spas, or pools are allowed on individual lots.
6. Gazebo and any other structure's plot plans must be submitted to the Architectural Review Committee (ARC) for approval prior to installation. All Resort regulations must be adhered to as outlined in the Resort's CC&R document and posted Resort policies.
7. All flexible temporary structures, including sunrooms, canvas or plastic shade awning/tents, and canopies, must also obtain ARC approval prior to the placement of such on a lot. These temporary structures will be generally disallowed in accordance with the ARC guidelines and CC&R Article 10 due to aesthetics and safety concerns. Further, no upright metal or Rubbermaid type (plastic) storage sheds are allowed. No unpainted galvanized poles or PVC piping may be used to secure fixtures, detached awnings, or structures within the Resort.

8. All cleaning and landscaping equipment, tools, sporting goods, and the like shall be kept in an enclosed storage unit or stored on a lot in a manner that is the most organized and hidden as reasonably possible.
9. No appliances, except for Management approved outdoor kitchens and grilling structures, can be placed in any area on a lot visible from the street, PAL, or Common Areas.
10. No Palms equipment or furniture may be moved or removed from the Clubhouse Complex without advance Management approval.
11. Any personal temporary item or furniture placed for use in a Common Area must be removed before 11:00 p.m. nightly.
12. Each dwelling unit must have a properly installed and 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 Resort.
14. Remote control vehicles of any type cannot be used within the Resort without prior Management approval for rare circumstances.
15. No barbecue pits or open wood fires are permitted.
16. Flags may be displayed in front and back yards in accordance with ARS 33-1808. Up to two approved flags can be displayed at the same time. Written approval must be sought from Management by completing and signing the "Flag Application Form" and submitting it to the Discovery Center or LOA Office for the display of any flags. Management will ensure that the statute and LOA policy are followed when reviewing and approving the "Flag Application Form."
17. A flag may be no larger than three (3) feet by five (5) feet in size and may not be attached to PVC poles.
18. Flags are limited to and 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).
19. 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.

F – Pets

1. All pets in the Resort must be declared, approved, and registered within 72 hours of arrival. Registration includes proof of current vaccination and shot records. The city of Yuma requires licensure of pets only after being here for 30 days.
2. Dogs and cats must wear identification tags that contain emergency contact information.

3. Pet owners are responsible for cleaning up pet waste immediately and disposing of it in appropriate trash receptacles. All reasonable attempts should be made to prevent your pets from using individual lots to leave waste.
4. Only pets 25 pounds or less are allowed in the small dog park. If dogs 25 pounds or less utilize the large dog park, the owner of any large dog present in the park must consent, and the owner of the smaller dog uses such park at their own risk.
5. Pets are permitted within the Resort. However, only pets permitted by the CC&Rs shall be kept in compliance with the Rules and Regulations. 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.
6. No more than two (2) pets per lot shall be permitted unless the Board of Directors determine that a reasonable number may in a specific instance be more than two.
7. The Board of Directors shall have the right to prohibit certain pets if they represent a safety issue to others.
8. Pets must be kept under such reasonable care and restraint so as not to be a nuisance because of unreasonable levels of aggressive behavior, noise, odor, or unsanitary conditions. Aggressive dogs and reasonable care are defined in ARS 11-1014.01, and are applied to this provision also regarding “aggressive” and “reasonable care” on conditions. Please refer to such section as to other state requirements regarding controlling aggressive dogs.
9. Pets must be controlled on a leash not to exceed six (6) feet in length and **under the pet owner’s control at all times** when not in designated small and large dog parks.
10. Pets must be kept within an enclosed area and/or within the fenced pet parks and shall not be left unattended outdoors.
11. Any temporary structure for the care, housing, or confinement of any pet, or for any other purpose, shall be maintained at least 10 feet behind the street curb. Any temporary fencing must be properly secured to ensure the safety of passing vehicles and pedestrians and shall be commercially manufactured pet panels no higher than three (3) feet.
12. Except for Service Animals, pets are not permitted in the Administrative Offices, Clubhouse Complex, recreation areas or pools areas of the Resort. However, your leashed pet may accompany you to and from the Mail Room for mail purposes through only the East breezeway.
13. All Service Animals must be in compliance with local, state, and federal laws.