RULES AND REGULATIONS

VENTURE OUT AT

MESA, INC.

Venture Out Mesa
5001 E. Main St.
Mesa, AZ 85205

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RULES AND REGULATIONS

SECTION I - GENERAL

Authority

These Rules and Regulations are established by the Board of Directors of Venture Out at Mesa, Inc., an Arizona nonprofit corporation (the "Association") pursuant to the authority contained in the Declaration and the Bylaws. The authority to enforce the provisions of these Rules and Regulations is derived from the same documents. Any changes to the exterior structure or property require a Venture Out Permit. It is the responsibility of the Lot Owner to confirm that all proposed structural changes comply with the current Architectural Rules and Regulations prior to applying for a Mesa permit before construction.

Supersedes

These Rules and Regulations supersede all prior Rules and Regulations adopted by the Board of Directors and shall remain in effect until amended or rescinded.

Supplement to the Declaration

The Rules and Regulations contained herein are in addition to and are to supplement the restrictions and requirements set forth in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Venture Out at Mesa, Inc., A Condominium recorded on March 4, 2011, at Instrument No. 2011-0191987, official records of Maricopa County, Arizona Recorder (the "Declaration"), including, but not limited to Sections 3.4 and 3.5 of the Declaration. Any capitalized terms not defined herein shall have the same meaning as set forth in the Declaration.

Defined Terms

All capitalized terms used but not defined in these Rules and Regulations shall have the meaning given to the terms in the Declaration, unless the context otherwise requires.

Additional Defined Terms

The following terms shall be deemed to have the meanings specified whenever they appear in these Rules and Regulations unless the context otherwise requires.

Activity Office

Activity Office means the office where events are coordinated.

Administration Office

Administration Office means the main administrative office of the Association maintained on the Property.

Easement Area

Easement Area means the Common Elements between the perimeter wall and the backs of the Lots adjacent to the perimeter wall.

Patrol Office

Patrol Office means the patrol office of the Association.

Venture Out Rental Office

Venture Out Rental means the rental office maintained or contracted for by the Association.

SECTION II - GENERAL ADMINISTRATIVE

1.0 Payment of Assessments

The Assessment for the Common Expenses based on the approved annual budget and the Assessment for the Reserve Fund shall be due and payable quarterly in advance. If the due date of any Assessment is a Sunday or a holiday generally recognized in Arizona, that due date shall be deemed to be the following day which is not a Sunday or holiday.

2.0 Transfer Related Fees

The document and disclosure fee relating to the transfer of a Lot is hereby set in the amount of four hundred dollars ($400) or the maximum amount permitted by applicable statute, whichever is greater. A transfer fee shall be received by Administration no later than twelve (12) months after taking legal ownership of a lot. A late fee of five (5) percent accrued monthly shall be assessed on all delinquent accounts until such time as the transfer fee account becomes fully paid.

3.0 Refunds of Lot Owner Payments

All overpayment of accounts by Lot Owners shall be refunded to Lot Owners annually. The balance of overpayments shall be reconciled on or before June 1 and a balance refund shall be mailed to Lot Owners on or before June 30.

4.0 Name Badges

4.1 A current Venture Out name badge must be visible or in possession when involved with an activity, while using any of the recreational facilities and common facilities, and when conducting business at the Activity Office and Administration Office. Badges must be shown to Venture Out Patrol and all Venture Out staff and Condo Board Directors when asked.

4.2 Each lot is assigned two badges. For owners who own one lot, the badges shall be issued in their names. For owners who own multiple lots, badges shall be issued with the names of the Lot Owners for the lot in which they reside. Two badges shall be issued as guest badges for all other lots owned, and can be used by the guests without having to pay an additional guest fee. If a lot(s) is occupied by registered renters, the Lot Owner's guest badges for that lot shall be deactivated.

4.3 All residents must be using the most current issued badge.

4.4 Owners must exchange the old badges for new badges at no additional cost to them.

4.5 All non-owner occupants must purchase a badge with authorization from the owner identifying the activation and deactivation dates of the badge. The cost, as determined by the Board of Directors, shall be displayed in the Administration Office and in the Gate House. The cost is non-refundable; however, badges can be reactivated for the same non-owner occupant at no charge.

4.6 A resident may purchase a photo badge for a guest sixteen (16) years of age or older. This badge would open recreational facilities. The resident shall identify the activation and deactivation dates for the guest. The cost, as determined by the Board of Directors, shall be displayed in the Administration Office and in the Gate House.

4.7 When a Lot is rented, the Lot Owner's badge providing access to recreational facilities will be deactivated for the period of the rental. Owners must contact Patrol to reactivate their badge upon departure of their renter.

4.8 Overnight guests and day guests who use recreational facilities of the common elements are required to have a badge be visible or be in possession of a badge when involved with an activity. The host Lot Owner or occupant is responsible to procure the guest badge(s) from the Administration Office or the Gate House. The cost, as determined by the Board of Directors, shall be displayed in the Administration Office and in the Gate House. The guest badge shall indicate the following: (a) guest's name; (b) dates guest is eligible to use recreational facilities; (c) address of the lot occupied by the guest or sponsor.

4.9 Single owners will still be issued two (2) badges, one saying "Owner's Guest". The daily fee does not apply to a guest of a single owner.

4.10 If the badge is lost, contact Venture Out Administration or Patrol immediately and the badge will be deactivated. The cost to replace a lost badge, as determined by the Board of Directors, shall be displayed in the Administration Office and in the Gate House.

4.11 The use of any common facilities is limited to all Lot Owners at Venture Out and registered renters or other occupants of Venture Out. Guests of those Lot Owners and occupants listed above may also use common facilities as long as they purchase and wear guest badges.

4.12 Visitors to Venture Out attending Association-sanctioned events are not required to register, obtain name badges, or pay the daily fee. Sanctioned events must be approved by the Activity Office and a record of all Sanctioned Events provided to Venture Out Patrol.

5.0 Restrictions on Occupancy

In order to promote enforcement of the age and occupancy restrictions of the Declaration, any person who is physically living on a Lot for more than thirty (30) days in any one calendar year is presumed to be an Occupant (i.e. presumed to be in possession) of such Lot and is presumed to be residing on such Lot on a permanent or semi-permanent basis regardless of whether that person has a legal right to occupy, possess, or reside on that Lot. The Board of Directors may also determine that a person is an Occupant (i.e., is in possession) of a Lot or is residing on a permanent or semi-permanent basis based on the terms of a rental agreement, lease, or by any other reasonable means.

6.0 Gate Decals

Up to two gate decals per Lot per year will be issued at no cost. Gate decals may be issued to Occupants who provide name badges and a licensed motor vehicle that they own or lease. Additional decals may be purchased for Occupant gate access for a $10 non-refundable fee for each decal. Decals may also be purchased for a $10 non-refundable fee each and placed on service or vendors licensed vehicles for restricted times while they require frequent access to the park. Decals will only be placed on licensed motor vehicles of Owners or Occupants, vendors and the Association’s authorized employees. Only a maximum of two motor vehicle decals may be activated at any time for the authorized driveways. Due to the limited availability of parking on the Property, Lot Owners may not park more vehicles on the Property than they have authorized spaces for. Decals for non-Owner Occupants will be activated for the period of occupancy as indicated by the Lot Owner. A non-Owner Occupant, who occupies each season, can keep the decal

and have it reactivated the following season unless the Association has changed decals. Owners that rent their Lot will have their decal deactivated during the rental period. Owners may still gain access to the Property through the visitor's gate, in order to check on their Property. Once the Renter has vacated, the Lot Owner may call the Patrol Office and ask that their decal be re-activated. Upon sale or transfer of ownership of a Lot, any decal assigned to that specific Lot will be immediately deactivated. If a Lot Owner transfers or moves to a new Lot, the Lot Owner should immediately contact the Patrol Office to have the decal transferred to the new Lot to avoid interruption of service. Gate decal privileges may be revoked by the Association at any time for violations of the Governing Documents. Any decal that is tampered with will be immediately deactivated. Any misuse of a decal, or any attempt to let others use the decal, will result in gate decal privileges being revoked. If gate decal privileges are revoked, the Occupants of the Lot may gain access to the Property through the visitor's gate.

7.0 Venture Out Rental Office

If a Lot Owner exercises the option of having the Venture Out Rental Office rent his Lot, the Venture Out Rental Office shall establish and collect the agreed rental, retaining a predetermined percentage, and credit the remainder to the Lot Owner.

8.0 Registration and Control of Pets

8.1 Pets means (i) a domesticated dog; (ii) a domesticated house cat. (Reference Section 1.29 of the Declaration).

8.2 All Pets entering the Property and staying at least overnight, shall be registered upon arrival. Upon proof of vaccination as required by Arizona law and payment of a registration fee, a tag will be issued and is to be attached to a collar or harness to be worn by the Pet.

8.3 Pets do not require registration if they do not stay overnight on the Property but must remain on the Lot they are visiting. If Guests wish to register their Pets to use the dog walk, they will be permitted to do so upon proof of vaccination and payment of appropriate fee.

8.4 Lot Owners/Occupants shall have no more than two (2) Pets per Lot.

8.5 Pets must be controlled by a leash no more than six feet (6') long when walking on Common Elements, and Pets shall not be permitted to run loose except when in the pet walk.

8.6 Pets shall not be permitted in or on the following areas:

8.7 The Community Center and adjacent ground.

8.8 All grounds designated for recreational activities.

8.9 All grass areas, except for the pet walk.

8.10 The Flagpole Area.

8.11 The Administration Building and adjacent grounds.

8.12 Pet droppings (dung) must be picked up by the Pet Owner and placed in a proper container for waste, or as provided in the Pet exercise area. It is not to be buried anywhere on the Property.

8.13 Pets which continually bark or howl, or exhibit aggressive behavior, will not be allowed to remain on the Property.

8.14 Feeding of stray animals is not permitted on the Property.

8.15 Pet enclosures may be permitted on a resident's Property. A temporary pet enclosure is not intended to be a substitute for the use of the pet walk. (Complaints of neglected, unattended, noisy animals or unclean situations may result in revocation of permission to have or use a pet enclosure.)

8.16 A pet may be kept in a temporary pet enclosure on the Owner's/Occupant's Lot while the Owner/Occupant/responsible party is physically present on the Owner's/Occupant's Lot.

8.17 The Owner/Occupant/responsible party must pick up any dung/poop of the animal immediately and clean up any urine/residue on surfaces to avoid stain.

8.18 With the exception of an enclosed patio or deck, a pet enclosure must meet the following requirements.

8.19 It is a commercially manufactured temporary enclosure suitable for the purpose of preventing escape of Pets.

8.20 It must be no higher than a height of thirty-six inches (36").

8.21 The enclosure must be removed when the Owner/Occupant/responsible party leaves the park for more than two-day period.

9.0 Pet Waste

Pet droppings must be promptly picked up and disposed and not buried. Pet waste odor shall be addressed by rinsing with water and environmentally safe deodorizer as necessary.

9.1 Pet Walk

9.1.1 Pet Owners/Occupants shall utilize the gates of the pet walk as directed.

9.1.2 Pets in the pet walk must be always accompanied by their Owner/Occupant.

9.1.3 Pet Owners/Occupants must always keep their dogs under voice control and within line of sight while they are inside the dog walk.

9.1.4 Pet Owners/Occupants are required to leash their dogs and remove the dog and themselves from the pet walk areas immediately following any indication of aggressive behavior.

9.1.5 Children eleven (11) years of age and younger are prohibited within the pet walk unless accompanied by a parent or adult guardian.

10.0 Renter Registration and Fees

A Renter registration form must be completed for each rental of a Lot, including the renewal of a lease, no later than the commencement date of the lease. A twenty-five dollar ($25.00) fee is payable with the submission of the form for each new tenancy (but not a renewal). In cases where the rental form is late or not complete an additional fifteen ($15.00) fee must be paid. A valid rental agreement includes rentals where no remuneration is paid to the Owner. If the rental agreement is processed by the Venture Out Rental Office, the rental agreement registration fee is included in the commission.

SECTION III - ELECTION PROCEDURES AND BOARD SUBCOMMITTEES

1.0 Election to Board of Directors

1.1. Election campaigning that involves direct contact (including, but not limited to door-to-door soliciting, handouts, sending e-mails, making telephone calls, mailing election materials, and solicitation on the common elements) is limited to thirty (30) days prior to the election date. Election campaigning by the candidate's website or social media posts is permitted outside of the 30-day window.

1.2. The Association shall deliver or mail resumes of all candidates for election to the Condominium Board of Directors to all Lot Owners, together with Absentee Ballot forms, the date and location of the "Meet the Candidates" meeting. On issues to be voted on, the recommendations of the Board of Directors will be shown. No endorsement of individual candidates may be included.

1.3. Campaign signs are only permitted on Lots and are subject to the restrictions herein. Campaign signs are only permitted between the date that the Association provides absentee ballots to Lot Owners and three days after the election. The aggregate total dimension of campaign signs on Lots are nine (9) square feet. Calling cards not exceeding 3½ by 2 inches may be handed out by candidates in the Common Elements.

1.4. An opportunity for Lot Owners to meet the candidates, and for the candidates to present their views, will be scheduled in the Community Center at least two (2) weeks before the Annual Meeting.

2.0 Election Procedures

2.1 Voting shall be by secret ballot.

2.2 For electronic voting a third-party provider will be chosen by the Board of Directors.

2.3 Electronic Balloting Service Provider means a business that meets all the following requirements:

2.3.1 Protects the secrecy of the votes.

2.3.2 Protects the anonymity of the voter by ensuring that Member's names are not associated with the votes when the votes are tallied and submitted to the election committee at Venture Out by the electronic service provider.

2.3.3 Provides each Lot Owner a secure confirmation of their electronically cast vote.

2.3.4 Authenticates the Members' identity.

2.3.5 Authenticates the validity of each electronic vote to ensure the vote is not altered.

2.3.6 Transmits a receipt to each member who casts an electronic vote.

2.3.7 Stores electronic votes for recount, inspection and review purposes.

2.3.8 Otherwise complies with all applicable requirements in the Arizona nonprofit corporation act, the Condominium Act.

2.4 If electronic voting is to be conducted, Venture Out or the electronic service provider shall provide each Lot Owner with an opportunity to indicate whether they will vote electronically. Each Lot/ballot shall be assigned a computer-generated random identifier number by the service provider. All Lot Owners who are registered for electronic voting will receive their ballot via email or electronically. The ballot will be recorded electronically by the service provider.

2.5 We will follow current Arizona state law for election audit.

2.6 Those Lot Owners who do not register for electronic ballots will receive a paper ballot. In voting the paper ballot, the Lot Owner should mark the ballot, placed in the enclosed envelope, sign the envelope, seal it and mail with required postage to the service provider. Only the envelope or any non-ballot related materials shall contain the name, mailing address and either the actual or electronic signatures of the voter. The envelope may also be delivered to the Administration Office.

2.7 All ballots will be cross referenced by the service provider to confirm that only one vote per Lot has been cast.

2.8 Paper ballots delivered to the Administration Office rather than being mailed to the service provider will be delivered to the service provider.

2.9 Paper absentee ballots received in the Administration Office prior to 4:00 PM Arizona time the business day before the Annual Meeting will be scanned and sent via email or other electronic means to the service provider by at least 2 Members of the Election Committee and the Corporate Secretary. The Election Committee will confirm with the service provider that the number of ballots scanned and transmitted by the Election Committee is the same as the number of ballots received by the service provider.

2.10 Absentee ballots received electronically or by regular mail after 4:00 PM Arizona time the day prior to the Annual Meeting will not be counted. All absentee ballots must be cast and received by 4:00 PM the day prior to the annual meeting. The service provider will deliver the electronically tabulated votes to the Venture Out Election Committee Chairman no later than 10:00 AM Arizona time the day of the Annual Meeting. An opportunity for in-person voting will be provided in connection with the annual meeting.

3.0 Election Results

3.1 The Election Chair will announce the names and vote tally for each of the newly elected Directors and the vote tally for each ballot proposition at the annual meeting. Within 24 hours following certification of the vote count, the vote tally for all candidates and ballot propositions will be posted on the Condominium Board's bulletin board and will be provided to the Board of Directors, the Secretary and all candidates. It will also be available at the Administrative Office for viewing by Lot Owners at their request. The vote tally of the successful candidates and all propositions will also be published in the Out-Lines at the first opportunity.

3.2 Ballots, envelopes and related materials, including sign-in sheets, if used, shall be retained in electronic or paper format and made available for Lot Owner inspection for at least one year after completion of the election.

4.0 Election Recounts

4.1 Any apparently unsuccessful candidate standing for election may request a recount if the vote count for the challenging candidate is more than ninety-eight percent (98%) of the vote for any apparently successful candidate.

4.2 If an election involving the candidate results in a tie, a recount shall be made, and if there is still a tie, then the outcome of the election will be determined by flipping a coin.

4.3 If the number of affirmative votes counted for a ballot proposition is within two (2) percent of the number of affirmative votes required to pass it, a recount shall be made as soon as convenient to the Election Committee but not later than forty-eight (48) hours after the conclusion of the meeting.

5.0 Ballot Propositions

Any ballot proposition proposed by the Board for approval at the Annual Meeting shall be a clearly written proposition with explanation: (1) the Section of the Declaration, Bylaws, or applicable law that requires approval for such ballot proposition by the Owners; and (2) the number or percentage of votes required to pass the ballot proposition pursuant to the Declaration, Bylaws, or any applicable law.

5.1 The ballot shall provide an opportunity to vote for or against each proposed action.

5.2 The ballot is valid for only one specified election or meeting of the Members and expires automatically after the completion of the election or meeting.

5.3 The ballot shall specify the time and date by which the ballot must be delivered to the service provider or to the Venture Out Administrative Office in order to be counted.

5.4 The ballot shall not authorize another person to cast votes on behalf of the Member.

6.0 Standard Operating Procedures

The Venture Out Condominium Board operates under an adopted set of Standard Operating Procedures. These procedures are on file in the office of the Corporate Secretary.

7.0 Committees are Appointed by Board of Directors

7.1 A Lot Owner appointed to a Standing Committee established by the Board of Directors shall be appointed for an initial 3-year term and may be re-appointed thereafter for open ended one-year terms.

7.2 The Terms of Reference for Standing Committees are available on the Venture Out website.

SECTION IV - BOARD ENFORCEMENT AND MONETARY PENALTIES

1.0 Board of Enforcement and Imposition of Monetary Penalties

1.1 The Board of Directors has the authority to pursue, among the remedies, the imposition of reasonable monetary penalties upon Lot Owners for any violation of the Condominium Documents.

1.2 The authority of the Board of Directors to impose reasonable monetary penalties upon Lot Owners relates solely to violations of the Condominium Documents. Any violation of City, County, State or Federal laws should be directed to and addressed by the appropriate City, County, State or Federal government authorities and are beyond the jurisdiction of the Board of Directors.

1.3 Any Lot Owner who is found to be in violation of any of the Condominium Documents shall receive a written notice from the Association to either correct the violation or not allow the violation to occur again. The written notice shall include the following:

1.3.1 A brief description of the nature of the violation and identification of the provision(s) of the Condominium Documents violated;

1.3.2 The date the violation occurred or the date the violation was observed and first and last name of the person who observed the violation of the governing documents;

1.3.3 If the violation is a continuing violation, the date for correction of the violation;

1.3.4 If applicable, the Board's intent to levy a fine against the Owner;

1.3.5 A statement advising the Owner of the opportunity to be heard with respect to the violation and the timeframe (at least ten (10) business days after the notice was sent) to contact the Association, in writing, to exercise the opportunity to request the hearing;

1.3.6 If the violation regards the condition of the Lot, a statement advising the Owner of how the Owner may contest the violation; and

1.3.7 A statement advising the Owner that the Owner has the right to petition for an administrative hearing on the outstanding violation to the Department of Real Estate.

1.4 If the violation is a continuing violation, the standard timeframe for correcting the violation is twenty-one (21) days of the date of notice. However, if, in the discretion of the appropriate staff member, a continuing violation creates a danger to the health, safety and welfare of the public or other Lot Owners or Occupants, the timeframe for correcting the violation may be shorter or the Association may call for immediate correction. If the violating Lot Owner fails to take such immediate correction action, the Association may have the violation corrected. Under such circumstances, all costs and expenses incurred by the Association in correcting shall be billed to the violating Lot Owner. The costs and expenses shall bear interest at the rate of ten percent (10%) per annum from the date of the billing until paid and may be enforced by an action law. An action at law to enforce the penalty shall also seek recovery of the Associations costs and attorney's fees.

1.5 A Lot Owner who receives a written notice that the condition of the Property owned by the Lot Owner is in violation of a requirement of the Condominium Documents without regard to whether a monetary penalty is imposed by the notice may provide the Association with a written response by sending the response by certified mail within twenty-one calendar days after the date of the notice. The response shall be sent to the address identified in the notice.

1.6 If requested within the timeframe prescribed in the written notice to the Owner, a hearing will be granted, and a reasonable effort will be made to schedule the hearing at a time convenient to both the Board or subcommittee thereof and the Owner. Any of the following shall constitute a waiver of the Owner's right to the hearing:

1.6.1 The Owner does not contact the Association to request a hearing in the timeframe prescribed in the written notice to the Owner;

1.6.2 The Owner does not respond to the Association's reasonable attempts to schedule a hearing;

1.6.3 After a hearing is scheduled, the Owner does not attend the hearing or provide at least forty-eight (48) hours' notice of their inability to attend the hearing.

1.7 After the offending Lot Owner has had an opportunity to be heard, the Board of Directors or a subcommittee thereof shall determine whether the Lot Owner has violated any of the provisions of the Condominium Documents of the Association and may impose any of the remedies provided herein including, but not limited to, the imposition of a reasonable monetary penalty. Any party aggrieved by a decision of a subcommittee of the Board of Directors may appeal the decision within twenty-one (21) days of the decision to the full Board of Directors. If no appeal is timely made, the decision of the subcommittee shall be final. If an appeal is made, the Board of Directors shall hear the matter of de novo.

1.8 After the Board of Directors or the subcommittee has determined that the Lot Owner has violated a provision of the Condominium Documents, and imposed a reasonable monetary penalty, a written demand will be made on the Lot Owner for immediate payment of the monetary penalty. If the monetary penalty is not paid within twenty-one (21) days of the date of the written notice, the monetary penalty shall bear interest at the rate of ten percent (10%) per annum from the date levied until paid.

1.9 Residents are prohibited from engaging in verbal or physical conduct that constitutes abuse or harassment of another resident, Association employees and/or resident volunteers acting for the benefit of the Association, including verbal or physical conduct that creates an intimidating or hostile work environment for Association employees and/or resident volunteers acting for the benefit of the Association. All complaints shall be reported to the Manager and must be verifiable.

2.0 Schedule of Administrative Monetary Penalties

The Board intends to impose fines generally in accordance with the below schedule for violations listed on this schedule; however, the Board reserves the right to vary from this schedule based on the nature and severity of the offense and the number and history of violations by the Owner.

2.1 Speeding, Stop and Yield Sign Violations on Property (all vehicles)

2.1.1 1st Violation: $25

2.1.2 2nd Violation: $50

2.1.3 3rd Violation: Lot Owner asked to appear before Condominium Board for further action and/or Board to determine amount of fine.

2.2 Parking Violations

2.2.1 General violations (No parking zone, expired permits, two vehicles on one Lot. Parking in red zone, blocking traffic, etc.

2.2.1.1 1st Violation: $15

2.2.1.2 2nd Violation: $25

2.2.1.3 3rd and subsequent violations: $50

2.2.2 Handicapped parking violations. All above fines doubled.

2.2.3 Parking under private residence awning.

2.2.3.1 1st Violation: $25

2.2.3.2 2nd and subsequent violations: Lot Owner to appear before Condominium Board for further action and/or Board to determine amount of fine.

2.2.4 Maintenance and Upkeep of Lot Violations.

2.2.4.1 1st Violation: Warning ticket only. Contacted by telephone if the resident is not in Venture Out. If remedy is not forthcoming within twenty-one (21) days. Venture Out staff may intervene, and costs of service will be assessed to the Lot Owner.

2.2.4.2 2nd Violation: $25 monetary penalty, plus the cost of clean-up services will be assessed.

2.2.5 Pet Violations.

2.2.5.1 Pet not on leash outside of dog walk. First and subsequent violations: $10

2.2.6 Failure to clean up after pet. First and subsequent violations: $15 and Pet Owner clean up.

2.2.7 Use of other Lot Owner's Property for defecation. First and subsequent violations $25 and Pet Owner clean up.

2.2.8 Failure to properly register pet:

2.2.8.1 First violation: Pay registration fee and $10 fine.

2.2.8.2 Subsequent violations; Lot Owner to appear before the Condominium Board for further action.

2.2.9 Physical and/or Verbal Abuse against resident or employee.

2.2.9.1 1st Violation: $50 and appear before Condominium Board.

2.2.9.2 2nd Violation: $50 to $200 as determined by Condo Board.

2.2.9.3 3rd and subsequent violations: Lot Owner asked to appear before Condominium Board for further action and/or Board to determine amount of fine.

2.3 Fifty-Five (55) Plus Age Violations.

2.3.1 If the Occupants named in the violation continue to reside on the Lot after the deadline for compliance set forth in the written notice, the following fines will be imposed on the Lot Owner:

2.3.2 $100 per day for the first seven (7) days of violation.

2.3.3 $200 per day for each day thereafter. Notwithstanding the foregoing, the Board may pursue all other remedies, including injunctive relief available under applicable law.

2.4 Registration and Name Badge Violations.

2.4.1 1st Violation: Warning plus payment of any fees due.

2.4.2 2nd Violation: $25 fine plus payment of any fees due.

2.4.3 3rd Violation: $50 fine plus payment of any fees due.

2.4.4 4th Violations and subsequent: Minimum of $50 fine plus payment of any fees due, plus the violator and/or responsible Lot Owner will be requested to appear before the Board.

2.5 Lot Sign Violation:

2.5.1 First and subsequent violations: $25

2.6 Other Violations of Condominium Documents:

2.6.1 1st Violation: $25

2.6.2 2nd Violation and subsequent violations: Lot Owner asked to appear before the Condominium Board for further action and/or Board to determine amount of fine.

SECTION V - LOT USE

1.0 Lot Use

No person shall use any Lot or portion thereof in any manner contrary to or not in accordance with the Rules and Regulations pertaining hereto**.**

1.1 External Lot Access by Staff and Association-hired contractors.

Lots may be accessed by Staff and/or Association-hired contractors, with reasonable efforts made to provide a minimum of 24 hours' advance notice (delivered via the Lot Owner's email of record, phone call, or post box notice), in the following situations:

1.1.1 Utility work. Access for reasonable ingress, egress, installation, replacement, repair or maintenance of all utilities on any Lot (CC&R Declaration Section 4.1).

1.1.2 Reasonable access for inspecting Venture Out and City of Mesa permitted work (CC&R Declaration Section 3.4).

1.1.3 Staff Access to Lot Exterior: Staff access to the exterior grounds of any subject Lot is allowed for Lot compliance inspections (CC&R Declaration Sections 3.10, 3.12, and 3.13), specifically:

1.1.3.1 Inspecting and documenting observable exterior Lot conditions that would warrant a violation letter under Association maintenance, repair, or architectural standards.

1.1.3.2 Scheduled utility maintenance, meter reads, backflow testing, or common infrastructure repairs within established utility easements or Lot perimeters.

1.1.3.3 Temporary or permanent obstacles, vehicles, or structures on the subject Lot that obstruct the view from the street or common area.

1.1.3.4 Investigating a formal resident complaint of a condition on the subject Lot.

1.1.4 Maintenance, repairs, and replacement of perimeter and other Association-owned walls (Rules & Regulations Section XI, 1.1).

1.1.5 Courtesy property or lock checks requested directly by the Lot Owner or verified current resident/renter, and life-safety wellness checks conducted per Patrol Operations SOP. In coordination with emergency first responders.

1.1.6 Any reasonable access, during daylight hours, conducted strictly in accordance with approved Venture Out operational guidelines or Standard Operating Procedures (SOPs) within the scope of the staff member's duties.

1.1.7 Any inspections required by city, county or state statutes.

2.0 Signs

2.1 Signs pertaining to the lease, sale or rental of land or building shall be as follows:

2.1.1 One (1) non-illuminated sign per street frontage shall not exceed forty-eight (48) inches in maximum height and shall not exceed six (6) square feet in total.

2.1.2 A sign containing the Lot number must be placed on the Lot so as to be clearly visible to Patrol and emergency personnel. (Listing the name is optional.)

2.1.3 Renter's names cannot cover the Lot number.

2.1.4 No other signs or political or commercial flags (supporting or opposing a party or candidate or ballot issues) are permitted on or off Lots and buildings other than those allowed by federal, state, or municipal statute: specifically, AZ statute 33-1261 and/or 33-1808.

2.2 The recognized national flag of any country is allowed.

2.3 For the purpose of this set of Rules, banners are considered signs and regulated as such.

2.4 If a resident wants to change the information on their sign, there is a schedule of changes in the Administration Office. The Renter must comply with the following:

2.4.1 Renters are not to deface the Lot Owner's name sign with any type of adhesive materials. There will be a charge if the sign is defaced.

2.4.2 The Owner's sign may be covered with the Renter's sign, indicating the Renter's name, home state/province and Lot number.

2.4.3 The Renter's sign must be approximately the same size as the permanent Lot sign.

2.4.4 Temporary signs of this nature may be hung over the permanent sign.

2.4.5 Temporary signs of this nature are not to be placed in any other location on the Lot.

2.4.6 A Renter, when leaving a Lot, must restore the Owner's sign to its original condition.

3.0 Flags and Banners

3.1 Flags and banners may be displayed on Lots in accordance with the following restrictions:

3.2 Flags may only be displayed on freestanding and wall-mounted flagpoles approved by the Architectural Inspector.

3.3 The following flags are the only flags that may be displayed at any time:

3.3.1 the United States flag,

3.3.2 the Arizona state flag,

3.3.3 an official or replica of a flag of the uniformed services of the United States,

3.3.4 the POW/MIA flag,

3.3.5 an Arizona Indian Nations flag,

3.3.6 the Gadsden flag,

3.3.7 a first responder flag,

3.3.8 blue star service flag or a gold star service flag,

3.3.9 any historic version of the American flag, including the Betsy Ross Flag, without regard to how the stars and stripes are arranged on the flag,

3.3.10 the current recognized national flag of any country;

3.4 In addition to the flags listed above, a flag that attempts to influence the outcome of an election may be displayed within seventy-one (71) days before the day of the election and fifteen (15) days after the election day (or fifteen (15) days after the primary if the candidate does not advance to the general election);

3.5 No more than two (2) of the flags noted above may be displayed at any one time. The maximum size of the flag on any flagpole shall be four feet by six feet (4' x 6'). All flags must be displayed in a manner consistent with the Federal Flag Code (P.L.94-344); and

3.6 The flag may not be illuminated unless the light source or fixture is approved in advance by the Architectural Inspector.

4.0 Clean Condition

The Lot Owner and Occupant are responsible that all parts of the Lot are maintained in a clean and sanitary condition, and that no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. Trees on private Property belong to the Lot Owner and will be removed, if necessary, at the Lot Owner's expense.

However, if for whatever reason, the Association finds it necessary to remove a park-installed tree in the rear easement of a private Lot, it will be done at the Association's expense. Clothes lines are not allowed in the Property.

5.0 Rate of Insurance

Lot Owners shall not permit or suffer anything to be done or kept in or on the Lot which will increase the rate of insurance on the Property, as defined in the Declaration or which will obstruct or interfere with the rights of other Unit Owners.

6.0 Garbage Cans

Replacement of damaged or otherwise unserviceable garbage cans is the responsibility of Venture Out Resort.

7.0 Washing/Repairing Vehicles

Washing of vehicles or repairing vehicles, such as flushing radiators, changing oil or other vehicle fluids is prohibited on the Lots or streets or common elements. However, a minor or an emergency repair, such as changing a flat tire, replacing a battery, windshield, or light bulb etc. is permitted. The washing of a car or motorcycle is permitted in the designated area of the southwest corner. A wash bay is provided in the southeast storage area as the only area for washing motor homes, trailers, and trucks; other vehicles may be washed there as well. The cleaning and maintenance of vehicle batteries is permitted only in the Southeast area wash bay.

8.0 Fireplaces, Pellet Stoves, Open Fires

Lot Owners are prohibited from having a fireplace of any nature other than an electric fireplace or a portable barbecue. Portable barbecues may only use electricity, propane or natural gas. Space Heaters using the above fuels are also permitted. No other combustible materials of any kind may be used in these or other devices.

SECTION VI - USE OF COMMON ELEMENTS OR PROPERTY

1.0 Use and Care of Common Elements

No person shall use the Common Elements or any part thereof in any manner contrary to, or not in accordance with the Rules and Regulation pertaining thereto. Each user of the Common Elements agrees to exercise care in the use of the same, and to prevent damage or loss thereto.

2.0 Rental of Lots

Any Lot Owner who rents or causes such Owner's Lot and related Park Model or Recreation Vehicle to be rented shall forfeit such Owner's right to use the recreational facilities in the Common Elements; however, either the Renter agrees, or the Lot Owner may use the storage space owned by the Association. Such rights are not forfeited as to other Lots owned by the Owner but not rented. The foregoing does not prevent an Owner from entering the

Property to inspect such Owner's Lot and related Park Model or Recreation Vehicle.

3.0 Roller Skates/Skateboards

Use of roller skates, skateboards or similar equipment within the Property is prohibited.

4.0 Commercial Solicitation

Door-to-door solicitation by vendors or Owners or Occupants shall be prohibited within the Property unless prior approval has been obtained from the Board of Directors or its designated authority.

5.0 Forfeiture of Right to Use

5.1 Any Lot Owner or Occupant who is violation of the Condominium Documents shall forfeit their right to use the recreational facilities in the Common Elements and right to participate in special events during the period of time that the Board of Directors determines that such Lot Owner or Occupant is in violation. Such violations applicable to forfeiture shall include:

5.1.1 Persistent non-payment of Assessments or any other monetary obligations;

5.1.2 failure to appear at a hearing arranged by the Board of Directors regarding that Lot Owner's or Occupant's violation;

5.1.3 non-monetary infractions of Rules of the Association;

5.1.4 and any other matter which the Board of Directors determines warrants such sanction.

5.2 Notwithstanding the foregoing, no forfeiture shall extend to the use of the streets within the Property included in the Common Elements for the Owner or Occupant to access to their Lot.

6.0 Vehicles

6.1 Automobiles, motorcycles, golf carts, mopeds, all-terrain vehicles, and bicycles being operated on the streets of Venture Out shall be subject to the same regulations and restraints as apply to operation thereof on public streets and highways, in accordance with state and local laws. All vehicles, including bicycles, shall obey the posted 10 MPH speed limit and STOP and YIELD signs. All must yield to pedestrians.

6.2 A vehicle classification is determined by its title, not by its registration. ATV/utility vehicles and other internal combustion powered vehicles are not classified as motorcycles or golf carts for the purpose of parking with Venture Out. These vehicles will be classed as cars or trucks and therefore, must follow the one vehicle per Lot parking restrictions (corner Lots, if laid out properly, may have two parking spots.

6.3 Vehicles to be driven on Property must be roadworthy, currently registered and contain required proof of financial responsibility. Operator must be properly licensed. Golf carts should carry their own insurance or be adequately covered under a homeowner's or similar insurance policy. Operators of golf cars must be a licensed driver.

6.4 All golf carts in the Property are to be registered with a prominently displayed decal.

7.0 Parking

7.1 Not more than one (1) Recreational Vehicle or Park Model, and one (1) licensed passenger vehicle shall be parked on any lot. Additionally, not to exceed two (2) units of motorcycles or golf carts (provided they meet parking restrictions) shall be parked on any lot. This limitation does not apply to mopeds or bicycles kept for personal use. Boats or trailers shall not be permitted or parked on any lot. No more than Two (2) licensed passenger vehicles shall be parked on any corner lot.

7.2 Vehicle parking is not permitted under covered patios at any time.

7.3 Vehicles may not be parked on resort streets or common areas without an authorized parking permit by patrol. Parking permits must be obtained from the patrol department or designated representative and displayed on the vehicle.

7.4 Class B Motorhomes are Class B RV's. If that is the only means of transportation, they may be parked on the Owner's/Occupant's Lot. They shall not be used at any time for living quarters by anyone or connected to services while they are on the Lot.

7.5 Residents shall be allowed to park Recreation Vehicles on the street temporarily for the purpose of loading and unloading only during the hours of 6:00 A.M. to 6:00 P.M. Slide-outs may be out temporarily for loading and unloading provided they will not be left unattended.

7.6 No parking is permitted at any time in areas clearly marked on the curb line by red paint.

7.7 Patrol may request anyone to relocate their vehicles when it restricts the traffic flow of any vehicle, including emergency vehicles. Any vehicle parked on the streets or other common area overnight without a permit will be ticketed by patrol. Utility trailers, boat trailers, motorcycle trailers, etc., are not permitted to be stored on the owner's or renter's lot.

7.8 There shall be no parking between 1:00 A.M. and 5:00 A.M. on the streets nor in the vicinity of the Community Center with the following exceptions:

7.9 Overnight Guests may park in parking designated areas in the Common Elements. Occupants are prohibited from parking overnight in the Common Elements unless authorized by Patrol.

8.0 Summer Parking at Community Center

8.1 There is a four (4) hour summer parking restriction under the solar panels adjacent to the east side of the Community Center. Restriction begins on the first Monday of May and concludes on the last Monday of September within the same year. There are signs posted indicating the seven (14 golf cart) restricted parking stalls.

8.2 Summer parking begins on the first Monday of May and concludes on the last Monday of September within the same year. Only residents with V.O. decals may park their vehicles overnight at the Community Center, in the appropriate parking spaces, for a period no longer than seven consecutive days while summer parking regulations are in effect. Multiple parking periods are permitted. Residents are to remain in the park should they utilize summer parking at the Community Center.

8.3 Hitches extending beyond the bumper shall be removed immediately when not in use. Handicap ramps/lifts in the closed position are exempt.

9.0 North Long Term Overflow Parking (Sportsplex)

9.1 This parking area along the North wall facing Main street is for resident's long-term parking of a second vehicle. This area must have an official long-term parking permit in the front window. The parking permit agreement is available in the administration office. Any vehicle parking in this area must belong to the resident signing the agreement. All vehicles are to maintain a current state license tag and registration.

9.2 Residents will keep the vehicle in running condition with NO oil leaking on the pavement. Any damage to the asphalt will be charged to the resident. Residents can't work on the vehicle while in this parking area. Any unauthorized parking of a vehicle will be fined and towed at the owner's expense. See administration office for the updated storage fees and the agreement.

10.0 South RV Long Term Parking (Maintenance Area)

10.1 This parking area is for residents' long-term parking of an RV vehicle/trailer. This area must have an official long-term parking permit attached to the RV vehicle/trailer. The parking permit agreement is available in the administration office. Any RV vehicle/trailer parking in this area must belong to the resident signing the agreement. All RV vehicles/trailers are to maintain a current state license tag and registration.

10.2 Residents will keep the vehicle in running condition with NO oil leaking on the pavement. Any damage to the asphalt will be charged to the resident. Any unauthorized parking of a RV vehicle/trailer will be fined and towed at the owner's expense. See admin office for the updated storage fees and the agreement.

11.0 Summer Parking in South RV Long Term Parking

During The Summer months from the first Monday of May and concludes on the last Monday of September, Owners can store golf carts in this area for a monthly charge. See admin office for updated charges of all fees.

12.0 Parking on Private Lots

From the first Monday of May and concludes on the last Monday of September any owner wanting to park any vehicle on another homeowner's lot must first get written permission from that owner and be recorded at the admin. office.

13.0 Swimming Pools

13.1 No lifeguard is on duty. Users of the pool facilities do so at their own risk. Use of the pools by a single individual, when no other persons are present is discouraged.

13.2 Name badges must be available to be shown upon request, when using swimming pools or other facilities within the pool enclosure.

13.3 Individuals must shower before entering the pools or hot tubs. If suntan oil/lotion or sunscreen has been used, it must be thoroughly removed using soap.

13.4 Pool hours for persons under sixteen (16), or for various activities, are subject to change without advance notice. These pool hours are scheduled by the Manager or the Activity Director and will be posted at each pool entrance and/or listed in the Venture Out-Lines weekly schedule.

13.5 No balls, snorkels or swim fins are allowed in the pool except as part of an approved, organize activity. Swimming aids and toys are permitted during children's scheduled times.

13.6 Food, chewing gum, tobacco, and drinks are prohibited within ten feet (10') of the pools or hot tubs. Smoking is prohibited within the confines of the fences surrounding the swimming facilities.

13.7 Glass (excluding eye wear), ceramics and other breakable items are prohibited within the fenced area.

13.8 No running, pushing, horseplay or irresponsible behavior is allowed in the pool area.

13.9 No person under sixteen (16) may enter any pool or hot tub unless accompanied by an adult.

13.10 Incontinent persons are required to wear commercially approved tight fitting rubber or plastic pants or swim diapers in the swimming pools.

13.11 No cutoffs or street clothing other than normal swimming attire shall be worn while in the pools or hot tubs.

13.12 Jumping or diving into the pools is prohibited.

13.13 Persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute or obvious skin or body infections, or cuts shall be excluded from the pool.

13.14 No person under the age of twelve (12) may enter any hot tub.

14.0 Exercise Room Rules

14.1 Always consult with your physician prior to the start of any exercise program.

14.2 The EPC is for use by the residents and their Guests. Badges must be worn at all times.

14.3 Users must be sixteen (16) years of age or older to use the exercise equipment unattended. Fourteen (14) years of age and up are allowed to use the exercise equipment only with direct adult supervision.

14.4 Read all the posted instructions before using any piece of equipment. If you do not know how to use the equipment, do not use until properly trained.

14.5 All exercise equipment must remain in place.

14.6 Please notify the Activity Office immediately if any equipment is malfunctioning.

14.7 No tobacco, food or beverages other than water are allowed on the exercise floor.

14.8 The wearing of shirts and closed-toed shoes while in the exercise room shall be required for reasons of safety and sanitation.

14.9 Venture Out at Mesa, Inc. reserves the right to prohibit use of the EPC by any individual who fails to comply with normal safety precautions and posted policies.

14.10 Use all equipment at your own risk.

14.11 Shirts and closed-toe athletic shoes must be worn while using the exercise room equipment.

15.0 Smoking

Smoking is permitted in designated areas only. No smoking shall be permitted in any of the Common Elements or at any organized activities held on the Common Elements. Also included are Electronic Cigarettes (Also known as E-Cigs, E-Hookahs and Vaping Pens) or any other tobacco smoking device. Like cigarettes, pipes, and cigars they may only be used in designated smoking in the park. Marijuana may only be used in a user's private residence.

16.0 Food and Beverages

No food or beverages shall be permitted in the library area of the Community Center.

17.0 Bicycles and Pedestrian Operation in Venture Out

17.1 The state of Arizona Revised Statutes containing the laws governing Pedestrian and Bicycle traffic on roadways are included herein by reference.

17.2 Bicycles or their operators moving about from dusk to dawn shall use a light that shines to the front and a light that shines to the rear, preferably white to the front and red to the rear. They may be blinking or solid lights.

17.3 Bicycles are to operate with the flow of vehicle traffic.

17.4 Pedestrians moving at night on the streets shall use a light that shines bright enough for others to see, forward and aft.

17.5 Pedestrians are to walk facing traffic.

18.0 Block Party Definition and Rules

18.1 Definition: Traditionally, a "block" has been a single street within one of the pie shaped sections – such as, all residents living on Aztec whose Lot numbers are in the 400's, 700's, etc. "The 400 block of Aztec" Hosts may invite specific others but still must continue to follow all Rules listed below. (These Rules apply only when a street is closed down/blocked either fully or in part)

18.2 Block Party hosts are to give Patrol at least a 24-hour notice of the party. Hosts should contact the Chief of Patrol with party details to prevent miscommunication at the Patrol guard house.

18.3 Details of the party need to include:

18.4 Location of the party and if the whole street is going to be blocked off or only one end, including time and place for barrier delivery and pick up.

18.5 Time of the party and the anticipated length of the party, keeping in mind the community noise ordinance.

18.6 Hosts' names and contact information should Patrol need to contact the responsible party.

18.7 Anticipated number of participants.

18.8 After the party, hosts must ensure that trash is not left in the front of any Lot, even just over night. It must either be hauled away or secured in an underground trash container.

18.9 Patrol has the authority to close down a block party and order the attendees to disperse it, in the sole and absolute discretion of the Patrol personnel on duty, the block party and/or the attendees thereof are participating in activities or are creating a condition violation of the Declaration or these Rules or that constitute a safety threat to persons or property.

18.10 Parties that have an anticipated attendance of greater than 80 cannot be considered a block party due to negative issues relating to safety, unacceptable behaviors, and the disruption of non-participating neighbors as well as adjacent streets. Such parties are to be held either at the patio area just north of tennis courts 7 & 8 or at similar areas that were in part created for this type of use, such as areas within the NE Corner Sportsplex.

19.0 Contractor, Maintenance and Resident Quiet Hours

19.1 Quiet hours are from 10:00 pm to 7 am, except for summer hours (May-September), which are 10 pm to 6 am.

19.2 Outside working hours will be 7 am to 5 pm, except for summer hours which are 6 am to 5 pm. The City of Mesa's Offensive, Excessive, and Prohibited Noises ordinance will be applicable to any inside work.

https://library.municode.com/az/mesa/codes/code_of_ordinances?nodeId=COOR_TIT6PORE_CH12OFEXPRNO

19.3 Contractors are allowed to work Monday through Saturday but will not be allowed to work on Sundays or on national holidays. Deliveries will be allowed.

19.4 Emergency repairs are permitted at any time.

PART II - ARCHITECTURAL RULES

1.0 SECTION VII - ARCHITECTURAL RESPONSIBILITY AND DEFINITIONS

2.0 Architectural Responsibility

Any changes to the exterior structure or property require a Venture Out Permit. It is the responsibility of the Lot Owner to confirm that all proposed structural changes comply with the current Architectural Guidelines Rules and Regulations prior to applying for a Mesa permit before construction.

3.0 Defined Terms

All capitalized terms used but not defined in these Rules and Regulations shall have the meaning given to the terms in the Declaration, unless the context otherwise requires.

4.0 Accessory Structures

Accessory Structures means any storage unit, patio cover or enclosure, awning, attachments to a Park Model or Recreational Vehicle, stub wall, or other improvements of Lots as specified in the Rules. (Reference Section 1.2 of the Declaration)

5.0 Architectural Inspector

Architectural Inspector means an employee of the Association or independent contractor selected, from time to time, by the Manager to act as the Architectural Inspector under the terms of the Condominium Documents. (Reference Section 1.4 of the Declaration)

6.0 Common Elements

Common Elements means all portions of the Property shown on the Plats other than the Lots. The Common Elements shown on the Plats include the following: the water distribution system, the sewage collection system, the roads and pathways within the Property, bathhouses, recreational facilities in the recreation area, services facilities located in common use areas, parks, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the Owners of the Lots included within the Property. (Reference Section 1.10 of the Declaration)

7.0 Easement Area

Easement Area means the Common Elements between the perimeter wall and the backs of the Lots adjacent to the perimeter wall.

8.0 Park Model

Park Model means a portable dwelling unit no greater than 400 square feet nor less than 320 square feet in total floor area with plumbing, heating or electrical systems that will not operate without being connected to outside utilities and intended to provide seasonal and/or recreational housing characterized by one or more extended periods of vacancy during a calendar year. (Reference Section 1.28 of the Declaration)

9.0 Recreational Vehicle

Recreational Vehicle means a vehicular or portable unit mounted on a chassis and wheels, no more than eight feet six inches (8'6”) in width and forty feet (40') in length which is primarily designed to provide temporary living quarters for recreational, camping or travel use, and which either has its own motor power or is mounted on or drawn by another vehicle, such as: travel trailers, trucks, campers and motor homes. A vehicular or portable unit mounted on a chassis and wheels is not a Recreational Vehicle for purposes of this Declaration if the total width of the vehicle once sited for occupancy, including all tip-outs and/or slide-outs exceed fourteen feet (14') for purposes of measuring length, the trailer hitch and/or trailer tongue shall be excluded. (Reference Section 1.32 of the Declaration)

10.0 Permits/Architectural Inspector

In addition to any permit or permits, which may be required by any governmental authority, it is mandatory that a Lot Owner obtain from the Architectural Inspector a permit authorizing the installation of a new Park Model or Recreational Vehicle, Accessory Structures, exterior alterations to an existing Park Model or Recreational Vehicle, or other Lot improvements. In consideration of the granting of such permit, the Lot Owner agrees that periodic inspections of the work may be made by the Architectural Inspector or his authorized representative, including a final inspection at the completion of the project and that such Architectural Inspector may have reasonable access to the work to carry out such inspections, including, without limitation, access to the interior of such Park Model or Recreational Vehicle. (Reference Section 3.4 of the Declaration)

SECTION VIII - ARCHITECTURAL ADMINISTRATIVE

1.0 Dumpster Fees

Dumpster usage is limited to lot Owners' household debris only. Construction and demolition must be removed off-site. A trach permit is required when disposing of more than two (2) bags of trash in Venture Out dumpsters. Fees for the use of the dumpster are as follows:

1.1	Household furniture (tables/chairs)	$25
	(Couch/loves seat/sofa/recliner)	$50
1.2	Bedframes (metal-leave near recycling sign)	$40
	(wood – put in dumpster)	$40
1.3	Mattress/box spring (put in dumpster)	$40
1.4	Windows (per window)	$20
1.5	Doors (patio doors/sliders)	$50
1.6	Interior contents	
	Sink/toilet (see Administration) $20	
	Shower $40	
	Cabinets/plywood/drywall$75	
1.7	Staircases (metal-leave near recycling sign)	$75
	(wood – put in dumpster)	
1.8	Flooring (tule/decking/carpet)	$50
1.9	Landscaping (pony wall/bricks/asphalt/cement)	$100
1.10	Vegetation	$250
1.11	Appliances (leave near recycling sign)	$0
1.12	Tires (NOT PERMITTED)	

The dumpster fees are to be paid to Venture Out at Mesa, Inc. and be submitted to the Architectural Inspector when the resident or contractor receives the approved Venture Out permit. If a City of Mesa permit is also required, the fee check will be held until the resident or contractor receives the approved City permit.

SECTION IX - PARK MODELS AND RECREATIONAL VEHICLES

1.0 Lot Surveys

1.1 Lot Owners must provide proof of a recorded Lot Survey on file with Maricopa County, Arizona prior to Venture Out issuing a building permit:

1.1.1 when a Park Model is brought into the park and placed on a Lot; or

1.1.2 when a Park Model is repositioned on the existing Lot; or

1.1.3 when a city permit is required for modifications to an existing unit and/or Arizona room.

1.2 Survey Pins: A Venture Out Lot Owner shall require the survey company conducting a Lot survey company to install or ensure survey pins are visible for each corner of the Lot. If an existing SRP pin or Venture Out pin is deemed to properly identify a corner, the surveyor must indicate on the survey documentation that the SRP pin or Venture Out survey pin properly certifies the survey pin location.

1.3 Exception: A recorded Lot survey is not required for the replacement of an electrical pedestal.

2.0 Use Restriction

2.1 All Lots are restricted for the parking and use of Park Models or Recreational Vehicles. No more than one (1) Park Model or Recreational Vehicle may be parked or situated on any Lot. (Reference Section 3.1 of the Declaration)

2.2 All Lots, including pull-through spaces, are restricted for use of Park Models and Recreational Vehicles. Truck mounted campers shall not be dismounted. Tent trailers, tenting and overnight sleeping outside the Park Model, Recreational Vehicle or patio enclosure are prohibited.

3.0 RV Storage

Commercially built truck bed campers shall be allowed to be stored in the designated RV Storage Lot. No other wheelless ground type containers, regardless of the name or window status are allowed.

4.0 Recreational Vehicles

4.1 All Recreational Vehicles and any additions thereto shall be of such exterior material and design as that customarily used by recognized manufacturers of such vehicles. A Recreational Vehicle shall not be more than eight feet six inches (8'6”) in width and forty feet (40') in length. The total width of the Recreational Vehicle once sited for occupancy, including all tip-outs and/or slide-outs, cannot exceed fourteen feet (14'). For purposes of measuring length, the trailer hitch and/or trailer tongue shall be excluded.

4.2 Any associated second vehicle (towed or being towed) must fit on the Lot’s designated parking area.

5.0 Park Models

All Park Models being delivered for placement on Lots shall conform to all laws covering Park Models. Only Park Models of five (5) years of age or less may be brought into the Property. A Park Model shall not be more than forty feet (40') in length nor more than fourteen feet (14’) in width including all bays, super bays, etc., and no greater than

four hundred (400) square feet nor less than three hundred twenty (320) square feet.

6.0 Exterior Material

All Park Models or Recreational Vehicles, including extendable enclosures attached thereto, shall be of such exterior material and design as that customarily used by manufacturers of such vehicles. (Reference Section 3.2 of the Declaration)

7.0 Permits for Park Models and Permanent Recreational Vehicle Installations

In addition to any permits required by the City of Mesa, a permit must be obtained from the Architectural Inspector prior to:

7.1 installation of a new Park Model or Recreational Vehicle.

7.2 relocating a Park Model or Recreational Vehicle.

7.3 alterations to an existing Park Model or Recreational Vehicle.

7.4 changes to the exterior surface materials of a Park Model or Recreational Vehicle.

7.5 changes to the dimensions of a Park Model of Recreational Vehicle.

7.6 new installation of an air conditioning and/or heating unit.

7.7 new installation of a swamp cooler.

7.8 installation of plumbing and electrical for laundry facilities.

7.9 Initial installation of a water heater.

7.10 Initial installation of a water softener.

A copy of the permit is to be displayed in a visible place while work is in progress. All work is subject to inspection by the Architectural Inspector for compliance with the Condominium Documents. A condition of any permit issued that also requires a City of Mesa permit shall be that no portion of any structure to be constructed or re-constructed upon a Lot will infringe upon an easement (including but not limited to the Easement Area) and that any existing structure upon the Lot that infringes upon an easement will be concurrently moved from the easement. Permits require full compliance with current Condominium Documents and the City of Mesa building codes unless the Board approves a specific exception.

8.0 Prior Permit for Entry

An approved permit must be on file at the Guard Gate or Administration Office prior to bringing any Park Models or Permanent Recreational Vehicles into the Property. A Lot Owner must have a prior approved permit of the Association and the City of Mesa before a Park Model or Recreational Vehicle may enter into the Property.

9.0 Required Skirting

Park Models must be fully skirted within thirty (30) days following placement unless a reasonable delay is negotiated

with and agreed to by the Architectural Inspector. Such skirting shall be of such exterior material and design as that customarily used by recognized manufacturers in the skirting and trailer industries. Unless the skirting material is the same as that used in the construction of the Park Model or aluminum skirting that is designed to be compatible, it will be necessary to have prior approval from the Architectural Inspector. Skirting must be reinstalled within thirty (30) days after any permitted relocation and/or remodeling has been completed.

10.0 Air Conditioners

One air conditioner not to exceed three (3) ton capacity may be installed at or near ground level. It shall be situated so as to provide the least noise disturbance to the neighbors. Evaporative coolers and air conditioners placed on the roof shall be located toward the rear of the Park Model. Coolers and portable air conditioners designed for use in window openings must be placed on the patio side of the Park Model or Recreational Vehicle or at the rear of the patio enclosure. Maximum acceptable allowable noise levels generated by any air conditioning unit shall be 89 dB(A).

Measurements to be taken by a qualified technician using a calibrated sound meter at a standard distance of two feet (2') in front of and above the air conditioner unit. The maximum noise level generated by any air conditioner must not exceed 69 dB(A) at the complainant's Property line. To meet these requirements, the Architectural Inspector may require relocation of any air conditioning unit and may specify the exact location of new air conditioners. New air conditioning units will be installed only on weekdays except in case of emergencies. In cases

where noise levels are unacceptably high, the Board may require the offending unit be shut off between 11:00 p.m. and 7:00 a.m.

11.0 Relocation

In addition to an approved architectural permit, an Owner must obtain the approval of the Board of Directors before relocating a Park Model within the Property.

12.0 Location and Height Restriction

Only one (1) Recreational Vehicle or Park Model may be situated on any Lot. It must be located on the principal

driveway provided for that purpose and in proximity to the utility's connections. The floor of a Park Model must be a minimum of seventeen inches (17") above grade level. A Park Model may not exceed a height of sixteen feet (16') as measured from the original existing pad on which the Park Model sits. Two-story structures are prohibited. For placement of a Park Model see Appendix A and B.

13.0 Height Restriction for Decks

A deck floor may be raised above ground level to a maximum height level with the floor of the unit.

14.0 Setback Requirements for Park Models and Accessory Structures

The uniqueness of Lots within the Property makes it impossible to establish rules which cover all situations. Prior to the issuing of a permit, the Architectural Inspector must inspect the Lot and provide the Lot Owner with feedback and regarding setback requirements. The Owner of the Lot is responsible to ensure compliance with both City of Mesa setbacks and utility easements. Setbacks will be measured from the Lot line or from the Park Model or Recreational Vehicle on the neighboring Lot whichever is greater. The following are general minimum setback requirements:

14.1 Interior Lots: Park Model or Recreational Vehicle or any other Structure five feet (5’) from the rear Lot line, zero feet (0’) on the non-patio side, three feet (3’) on patio side, four feet (4’) from the inside of the sidewalk. (Property Line)

14.2 Perimeter Lots that back up to the wall.

14.3 Park Model or Recreational Vehicle or any other structure must be on the Owner’s deeded Lot.

14.4 Park Model or Recreational Vehicle or any other structure must be a minimum of five feet (5’) from the wall.

14.5 Park Model or Recreational or any other structure on the non-patio side is zero feet (0’), patio side three feet (3’) and four feet (4’) from the inside of the sidewalk. (Property Line)

14.6 Corner Lots: When positioning a Park Model on a Lot parallel to an adjoining Park Model, the following Rules apply:

- 14.6.1 a registered, legal Lot survey is required
- 14.6.2 utility easements setbacks – 5’ from the Lot line
- 14.6.3 setback for the address side of the Park Model – 4’ from the inside of the Property line/sidewalk
- 14.6.4 zero feet (0’) on the non-patio side and
- 14.6.5 setback other than the address side (patio side) - 3’ from the inside of the Property line/sidewalk.

14.7 Due to the uniqueness of corner Lots, placement of a Park Model, or Arizona Room positioned other than parallel to an adjoining Park Model, a zero feet (0’) Lot line on the non-patio side will not exist. A registered, legal Lot survey is required and a plot plan detailing the proposed position of the unit on the Lot will be forwarded to VO Architectural Inspector and the Architectural Committee for review. If there is a disagreement as to the placement of a Park Model, or Arizona Room on the corner Lot, the issue will be presented to the Condominium Board for final decision.

14.8 Note: The following points need to be considered when selecting a position on a Lot:

- 14.8.1 emergency personnel access – minimum of 3’ on the non-patio side;
- 14.8.2 a zero (0’) Lot line on the non-patio side will not exist; and
- 14.8.3 if an adjacent building is currently in place, the new builder may need to make concessions.

15.0 Gutters and Downspouts

Standard five-inch (5”) gutters and standard two by three-inch (2” x 3”) downspouts are required on all appropriate sides of new Park Models, new patio enclosures and sheds. All downspouts must drain towards the street so water will not run onto any adjoining Property. If a permit is required from the City of Mesa for improvements or alterations to the Park Model or Arizona Room, the above listed gutters or downspouts are required to be installed.

16.0 Rebuilds

Prior to the teardown of an older unit, a City of Mesa Permit is required for construction of a new residence on the

existing axel. The builder/Owner will have 360 days to complete the construction. During all phases of construction, site conditions must be maintained in a safe and orderly condition. (Reference Section 3.12 of the Declaration for Lot maintenance).

17.0 Water Lines

17.1 Venture Out is responsible for both the main water line and shut off valve leading into each Lot. Owners are responsible for all connections above the shut off valve.

17.2 When the main water line and/or shut off valve is replaced by the Association, copper or brass fittings will be used. Copper or brass fitting must be used when galvanized fittings need to be replaced.

SECTION X - STRUCTURES

1.0 Exterior Additions

Exterior additions or attachments to a Park Model or Recreational Vehicle other than expressly permitted in the Condominium Documents are prohibited. (Reference Section 3.12 of the Declaration)

2.0 Accessory Structures

Accessory Structures may be erected on any Lot only so long as they meet the requirements of this Section and other Condominium Documents. Where used herein, the term “patio” means that area authorized to be covered by an awning as described in this Section.

3.0 Permits for Accessory Structures

3.1 A written permit approved by the Architectural Inspector shall be required before construction starts. A copy of the permit is to be displayed in a visible place while work is in progress. A condition of any permit issued that also requires a City of Mesa permit shall be that no portion of any structure to be constructed or re-constructed upon a Lot that will infringe upon an easement (including, but not limited to, the Easement Area) and that any existing structure upon the Lot that infringes upon an easement will be concurrently moved from the easement. Permits must also require full compliance with current Condominium Documents and the City of Mesa building codes unless a motion of the Board approves a specific exception.

3.2 In addition to any permits required by the City of Mesa, a permit must be obtained from the Architectural Inspector prior to:

3.2.1 installation or replacement or remodeling of a patio enclosure.
3.2.2 construction or remodeling of a storage building.
3.2.3 any other Lot improvement.
3.2.4 replacement of a driveway.
3.2.5 installation of plumbing and electrical for laundry or bathroom facilities.
3.2.6 installation or replacement of retractable or patio awning, louvers or stub walls.
3.2.7 installation of manufactured trellis panels.
3.2.8 planting or removal of trees, shrubs or cacti.
3.2.9 construction of an enclosure for a water heater and water softener.

4.0 Accessory Structures and Other Construction Requirements

In addition to the permit required under this Declaration, Construction of Accessory Structures, exterior alterations to an existing Park Model or Recreational Vehicle, and installation of a new Park Model or Recreational Vehicle shall be subject to detailed requirements as to allowance, size, placement, exterior finishes and/or materials. The following Accessory Structures are authorized subject to the permit requirements):

4.1 A patio enclosure may be constructed to enclose the patio adjoining a Park Model.

4.2 Skirting around the base of the Park Model is required.Only one storage building may be installed on each Lot. Reference 4.11.4 regarding firewall requirements.

4.3 A patio awning may be constructed and attached to a Park Model. A Free Standing awning may be constructed over the patio of a Lot.

4.4 Stub walls may be constructed.

4.5 Louvers may be attached to the Park Model or patio enclosure.

4.6 Bathroom facilities are allowed in the patio enclosure or shed provided the drains from such facilities discharge into the Lot Owner's sewer.

4.7 Laundry facilities may be installed in storage buildings or patio enclosures.

4.8 Ramada roofs, cabanas, carports and fences are not permissible on any Lot.

4.9 A wall may be installed between a storage building and Park Model (Reference Section 3.5 of the Declaration)

4.10 Firewall requirements related to current City of Mesa IRC (International Residential Code) construction guidelines:

4.10.1 New builds Arizona Room Additions: All exterior walls must comply with current City of Mesa IRC firewall requirements affecting the sidewalls of the park model and AZ rooms side. The inspectors are specifically looking for 5/8 Type X drywall, or other acceptable material, to be installed on these two walls within 5 feet of an adjoining structure or where there is the possibility of a structure being built. The drywall must be on the inside and outside of the studs on the walls that are required to have 1 hour rating. IRC guidelines note several different materials that may be used to meet this requirement, not just steel framing materials and fire-rated plywood. All items noted in this section have been proven to provide at least 1 hour fire barrier. Other materials noted included brick, specific types of foam insulation, concrete, certain SIP panels and Intumescent paint. As a note, fiber cement products used on the exterior DOES NOT provide any substantial firewalls. New builds that have a stucco exterior finish, have an additional 1 hour already added to the firewall barrier, as the stucco method used in the park meets the 1-hour minimum requirement. Note: New builds and AZ room additions are to be stamped by a licensed engineer or architect with the required building code cited. Additional information that the material used in the building will meet the firewall requirements shall be included in the project plan.

4.10.2 Park Models units that are pulled in and set do not have to meet the requirement to use any fire-rated materials on the Park model side, as is the current practice.

4.10.3 Corner lots may require only one side having materials required to meet fire safety requirements on a new build. For example, only the park model wall could be within the 5-foot requirement. The AZ room side of the unit may be outside the 5-foot requirement and fire rated materials need not be used. The build will use 5/8 Type X drywall (or other acceptable material) on the inside and outside of the trusses on the two long outside walls when both are in the 5-foot requirement.

4.10.4 Storage sheds may be built using any of the allowable building materials from the current City of Mesa IRC construction and firewall guidelines.

5.0 Free Standing Umbrellas

Free standing umbrellas are allowed in open areas, and they must be removed when the Lot is not occupied.

6.0 Storage Buildings Constructed on Site

The area of a storage building shall not exceed one hundred and twenty (120) square feet. A free standing, storage building shall not exceed nine feet (9') in height. No storage building side will exceed fifteen feet (15') in length. All framing will be of metal, in keeping with the following dimensions: minimum width three and one-half inches (3 ½"), minimum 20 gauge, and set at a maximum of sixteen inches (16") on center. Exterior walls will be either new corrugated aluminum panels finished in white or off white, or the same material and finish used by the manufacturer of a Park Model. Should part of the storage building be built under the awning, that portion may be enclosed to utilize the awning as a roof. The walls outside the awning may be of the same height as the walls within the awning area provided the slope of the added roofing required conforms with the angle of the awning both to the side and rear. Under no circumstances will the height of a storage building exceed that of an awning. The roof, for a freestanding unit, or any portion beyond the awning, will be covered with fire rated roofing material. The exterior roof edge of a storage building that extends beyond an awning, may be finished with fascia, in keeping with that of an awning.

7.0 Storage Buildings Purchased Using An Approved Commercial Building

A permit is necessary to install a commercially manufactured/prefabricated stand-alone Storage Building on a lot. The structure shall not exceed 120 sq. ft., nine feet (9') in height, (15') in length. Exterior wall requirements are the same as listed in 6. Steel frame structure on these commercial or prefabricated buildings do not require three and one-half inch (3 ½) steel studs. Steel used for framing cannot exceed 24" centers. Only one Storage Building per Lot is allowed. This storage building cannot qualify as living space.

8.0 Water Heater and Water Softener Enclosure

A ground level, exterior enclosure for a water heater and/or water softener may be attached to a Park Model or Arizona Room, provided it meets the required setbacks specified in Rules and Regulations of Venture Out and the Venture Out Architectural Guidelines. The maximum dimensions are 60" (front wall height), 52" (width), and 30" (depth). The area of the enclosure built to these dimensions is in addition to the allowable square footage for storage buildings (i.e. 120 square feet). The exterior materials must match the existing Park Model and/or Arizona Room.

Note: Venture Out and Mesa City permits are required for all enclosures.

9.0 Patio Awnings

An awning of aluminum alloy or metal not more than fourteen feet (14') in width may be attached to the side or back of a Park Model or Recreational Vehicle but may not encroach upon setbacks or easement (including but not limited to the Easement Area). Such awnings shall not extend beyond the front of the Park Model or Recreational Vehicle roof. Supporting members shall be of tubular metal.

10.0 Retractable Awnings

A manufactured retractable awning may be attached to the front of a patio enclosure provided that: the width is no greater than fourteen (14'). it may not extend beyond the patio or deck; it may not extend over the driveway; and it may not encroach upon the setbacks. In the case of a corner Lot, it may be attached to the front and/or side of the Park Model.

11.0 Free Standing Awning

A free-standing awning may be erected over the patio area. It shall not exceed more than 13' in height and 14' in width.

12.0 Corner Lot Awning

An awning may be constructed to extend from the Park Model and/or Arizona Room to cover a raised deck or patio area. It may not extend beyond the patio or deck; it may not extend over the driveway; and it may not encroach upon the setbacks.

13.0 Multiple Awnings

In case of multiple awnings, all must match in design and color.

14.0 Front Roof Overhang

A front roof overhang is limited to a maximum of 16" from the external front wall of the Park Model.

15.0 Commercial Doors

Commercially made doors of glass or plastic maybe installed at the rear of the patio when the area between the Park Model and the storage building is enclosed. Open space between the doorframe and the storage building, between the top of the door and the awning may be filled by transparent plastic or glass framed in extruded aluminum.

16.0 Arizona Room

An Arizona Room may be erected to enclose the patio adjoining the Park Model. It may be built using any of the allowable building materials from the current City of Mesa IRC Construction and Firewall guidelines and shall be clad with corrugated aluminum panels finished in white or off white, or the same material and finish used by the manufacturer of the Park Model to which it is attached. At least sixty-five percent (65%) of the surface area of the front wall shall be open below a height of six feet eight inches (6'8") from finished floor grade. The window area and any open area above may be covered with screen mesh, plastic panels or mineral glass. Glass located within twenty-

four inches (24”) of a doorway or eighteen inches (18”) of a floor, must be tempered glass. Any commercially manufactured door not constructed of wood, may be used in an entranceway, provided it is at least six foot six inches (6’6”) in height and thirty inches (30”) in width. The patio enclosure is limited to a maximum size of four hundred

(400) square feet, excluding storage building size, if any part of the storage building is located under the awning and forms part of the enclosure. Structural modification, such as relocation or size alteration of doors or windows of the Park Model is permitted only if it meets City requirements. A patio floor may be raised above ground level to a maximum height level with the floor of the unit. A hard-wired smoke alarm with battery backup shall be installed within a patio enclosure. All flooring and sheeting materials must be fire rated. It is permitted to have a four-inch (4”) overhang plus the rain gutter on the three-foot (3’) setback side.

17.0 Stub Walls and Deck Railings

17.1 Stub walls not exceeding thirty-two inches (32”) in height from original grade level, constructed of masonry, metal or other suitable materials approved by the Board of Directors, may be placed around the patio or as an adjunct to the landscaping décor.

17.2 One hundred percent (100%) of Deck railings must be seventy-five percent (75%) visually open and a minimum of thirty-six inches (36”) and a maximum of thirty-eight inches (38”) high and be in compliance with the City of Mesa building codes in effect at the time the permit is issued. A stub wall (or a full wall) may be constructed on the 3’ easement side of decks between Park Models. It may not protrude beyond the front of the Park Model or into an easement (including, but not limited to, the Easement Area). Deck railings must be used for the portion of the deck that faces a sidewalk (for both regular and corner lots).

18.0 Louvers

Metal Louvers and cloth awnings attached to the awning supports at the front, side and/or rear of the awning shall not extend outward at a greater angle than forty-five (45) degrees from vertical and no farther than thirty inches

(30”) from the vertical plane which includes the point of attachment to the awning supports. They shall not extend beyond the ends of the awning at the point of attachment.

19.0 Trellises

Use of manufactured trellis panels is permitted only with an approved permit. Planned use must comply with all other Rules and Regulations including implementation guidelines adopted by the Board.

20.0 Propane Tanks

Upright (#100) propane tanks must stand on a level concrete pad or paving block, be secured by a chain or strap to prevent the tank from being knocked over and be fitted with a cap or collar to protect the valve. Tanks should be moved or handled only by the propane service employee. Tanks no longer in use should be removed from the Property. Propane tanks, including those on portable barbecues, are not to be stored in any structure. Valves should be securely closed except when in use. Propane tanks may not be located in an easement area. Refilling of propane tanks is not permitted in Venture Out (empty tanks must be replaced).

21.0 Antennas and Satellite Dishes

Antenna and satellite dish installation shall be subject to the Association's Antenna Resolution and Policy.

22.0 Flagpoles

22.1 An Owner shall be permitted to install one (1) freestanding flagpole or one (1) wall-mounted flagpole on their Lot subject to the following restrictions:

22.2 A freestanding flagpole must not exceed the height of the roof;

22.3 A wall-mounted flagpole may not exceed five feet (5') in length and the attaching brackets must be painted to match the wall on which the flagpole is attached;

22.4 Owners installing flagpoles must take reasonable efforts to mitigate the noise created by the flagpole and all related hardware;

22.5 The flagpole may not be illuminated unless the light source or fixture is approved in advance by the Design Review Committee; and

22.6 Prior to installation of a flagpole on any Lot, the Owner must submit an application to the Architectural Inspector requesting approval for installation of the flagpole. The Architectural Inspector will consider the height of the flagpole, the requested location of the flagpole, the efforts of the Owner to mitigate noise created by installation of the flagpole and related hardware, and the request, if any, to illuminate the flag and flagpole. The Architectural Inspector shall not unreasonably deny a request to install a flagpole but retains the right to approve the flagpole subject to the above height, location, noise and/or light restrictions.

23.0 Reasonable Accommodations and Modifications

If an Occupant is disabled under Federal or state law, the Occupant may be entitled to reasonable accommodations and/or to make reasonable modifications necessary to afford the person full enjoyment of the premises. The Lot Owner or Occupant must obtain written approval from Board of Directors for the accommodation or modification.

24.0 Bathroom Facilities

Installation of a toilet in a patio, enclosure or storage building must be connected to sewer only on the Lot Owner's sewer line. It may not be connected to any adjoining Lot.

25.0 Laundry Facilities

Installation of laundry equipment is permitted within a storage building or patio enclosure. Such installations must be approved in advance by the Architectural Inspector and require a City of Mesa permit for necessary plumbing, electrical or mechanical work.

SECTION XI - EASEMENT/SETBACK ENCROACHMENT

1.0 Setback Encroachment

Maintenance and emergency response access areas within easements/setbacks, rear, side and front, are also subject to the Architectural Guidelines Rules and Regulations.

1.1 Lot Owners must maintain clearance for access within easement/setback areas (including, but not limited to, the Easement Area) for maintenance and emergency response. Items within these areas such as bicycles, patio furniture, and barbecue equipment that are easily removed by one person may remain.

1.2 Ground vegetation or other obstructions taller than twelve (12") inches within easement/setback areas (including, but not limited to, the Easement Area) restricting access for maintenance and emergency response must be removed.

1.3 Hedges, trees and other vegetation must be trimmed to allow access for emergency response within three-foot (3') easement/setback area between structures and five feet entry into the area of adjacent structures. Palm trees taller than twenty-five feet (25') are acceptable and may remain.

1.4 Hedges, trees and other vegetation must be trimmed to not limit sidewalk access.

1.5 Stand-alone storage sheds/non-attached sheds, pet enclosures, stored materials, and fencing will not be placed into easements/setbacks (including, but not limited to, the Easement Area).

1.6 Hedges, trees and other vegetation must be trimmed to allow a view of oncoming traffic at intersections and when exiting driveways.

1.7 Solid concrete and concrete grouted material are not permitted within easement/setback areas (including, but not limited to, the Easement Area). Residents shall be required to remove solid concrete or concrete grouted materials within such areas. If emergency repairs to utilities require access at any time, the Lot Owner may be responsible for costs of removal.

1.8 Removable pavers or stones and existing HVAC (heating and air conditioning) equipment are permitted within easements (including, but not limited to, the Easement Area). Maintenance activities within such areas may require removal of paver material or HVAC equipment. Lot Owners may replace paving materials and HVAC equipment when maintenance is complete.

1.9 Remedy of existing violations shall be at Owner's expense.

2.0 Utility Easements

There is hereby created an easement upon, across, over and under the Common Elements and the Lots for reasonable ingress, egress, installation, replacing, repairing or maintaining of all utilities, including, but not limited to, gas, water, sewer, telephone, cable television and electricity. By virtue of this easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary equipment on the Common Elements and the Lots, but no sewers, electric lines, water lines, or other utility or service lines may be installed or

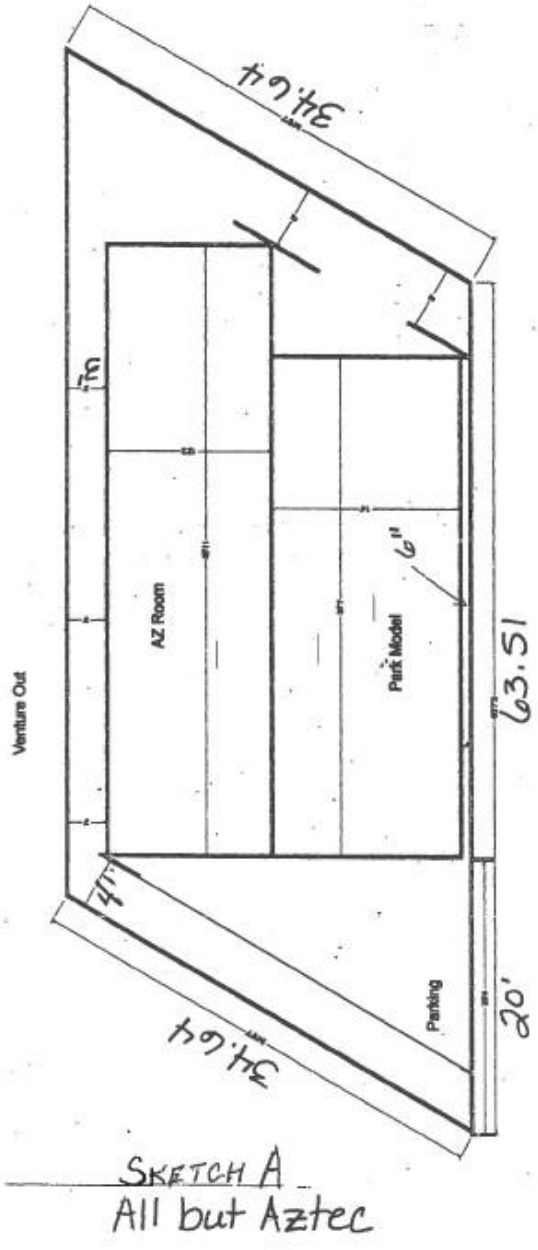
located on the Common Elements or the Lots except as approved by the Board of Directors. This easement shall in no way affect any other recorded easements on the Common Elements or the Lots. The location of utility easements granted to Salt River Project Agricultural Improvement and Power District (“SRP") on the Property, and associated restrictions on the use of those SRP easements, are subject to an Agreement Verifying Location and Terms of Utility Easements, as evidenced by a Notice of Agreement Verifying Location and Terms of Utility Easements recorded on May 11, 2010, at Instrument No. 2010-0400875, in the official records of 2010-0400875, in the official records of Maricopa County, Arizona. (Reference Section 4.1 of the Declaration)

3.0 Encroachments

The Owners of the respective Lots agree that if any Park Model or Recreational Vehicle originally placed upon a Lot encroaches upon another Lot or Common Element, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. (Reference Section 3.9 of the Declaration)

APPENDIX

1.0 Sketch A – All but Aztec



SKETCH A
All but Aztec

2.0 Sketch B – Aztec

