

# **RULES AND REGULATIONS**

**ARROWHEAD RV PARK**  
30115 Welton Mohawk Drive  
Welton, Arizona 85356

## **AN AGE 55+ RV Community**

As used in these Rules (and unless otherwise specified), the term “Resident” shall include tenants/residents and persons authorized to reside in our community; the terms “Park” and “Community” refer to Arrowhead RV Park; and the terms “space,” “site” and “lot” refer to each rental lot within Arrowhead RV Park.

1. MANAGEMENT Office: Hours are posted. Office Telephone: (928) 785-3648.
  - Emergency Phone Numbers For Police, fire or medical emergencies: Dial 911 first, then contact Management, if needed. Management’s Emergency Telephone: (928) 785-3648.
  - Please notify the Management if you intend to be away for any extended length of time.
  - The Community is owned by Arrowhead RV Park, LLC. Landlord/Management re exempted from these Rules to the extent needed to operate the Community.
  - Any violation of these Rules, the rules or signs posted in the Community, the Recreational Vehicle Rental Space Act, and any other law shall be treated as a violation of your Rental Agreement.
2. USE RESTRICTIONS.
  - A. Residential Use Only. Each rental lot shall be used, improved or devoted exclusively to single family residential use.
  - B. Driveways and Patios. Driveways, patios and rental lots shall not be used for storage. Only authorized vehicles, (one) 1 set of patio furniture and barbeque equipment may be placed in such areas and must be kept in good condition.
  - C. Yard Sales. Yard sales are not permitted.
  - D. Plants. No items shall be planted without Management’s consent.
  - E. Machinery and Equipment. Unless approved by Management, no machinery or equipment of any kind shall be placed, operated or maintained on or adjacent to any rental lot, except for machinery and equipment as is usual and customary in connection with the use, maintenance or construction of a residence or other improvements.

F. Trespassing. Trespassing on or through other rental lots or easement areas is not permitted.

G. Soliciting. No Solicitors, vendors, peddlers, etc.

3. SET-UP/SHEDS SEWER/MAINTENANCE.

A. Permanent RV/Park Model. 1 RV/Park Models that are in the park for one year or longer will be considered a Permanent RV/Park Model. Residents must install skirting, approved by management, on a permanent RV/Park model.

B. Improvements/Legal Requirements. Residents must obtain Management's written approval PRIOR TO making, installing or modifying any improvements, including, but not limited to, sheds, buildings, additions, driveways, trellises, arbors, awnings, screens, poles, parking areas, fences, walls, rocks, plants, landscaping, lighting and all other structures and improvements of every type and kind, including any exterior changes to any RV, space or paint color and/or modifications of the same. In every instance, Management's approval of any improvement or alteration is conditional and may subsequently be revoked should any improvement not be properly maintained. Management's approval is not a representation that the improvement complies with the applicable legal requirements, and therefore, Residents must ensure that their RV, space and improvements comply with all applicable legal requirements as to zoning, permits, construction, materials, installation, maintenance, and the like, and are set up per the manufacturer's specifications.

C. Prior Approval of Management. Management permission is required prior to installing any improvements.

D. Storage Sheds. One professionally constructed storage shed is permitted and shall not exceed 100 square feet with maximum dimensions of 10' by 10'.

E. Sewer/Septic System. No rags, ashes, clothes, diapers or other improper artifice shall be placed into the sewer/septic system. Due to potential damages to the septic system, powdered soap must not be used. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of the Resident and may be treated as an Additional Charge.

F. Water Pressure. Due to the potential of high or functioning water pressure, Residents are encouraged to install pressure relief valves on their hot water heater and their main water line to prevent any damages due to water pressure.

G. Maintenance in Good Condition. Resident's RV, rental lot, and all Improvements must be maintained in good condition.

H. Signs. Each resident shall be permitted to place one (1) "For Sale" sign on the Community's bulletin board. Any such sign must be of professional quality, maintained in excellent condition, not create blight or nuisance, and must not exceed 4" wide and 6" long.

Residents shall not place or maintain on their rental lot any other signs, banners, advertisements, etc., except such signs as may be required by legal proceedings, court order, or as approved by Management. Except as allowed herein, no signs of any nature shall be located in any common area of the Community without the written authorization of Management. Management reserves the right to remove or require removal of non-complying signs.

4. GUESTS/VISITORS.

A. Registration. Residents must register with the Management all Guests/Visitors who will be using Community facilities or who will be present for more than twenty-four (24) hours in any calendar month.

B. Supervision/Use of Facilities. Guests and Visitors shall not use Community facilities unless the host Resident is also present. Residents are responsible for the conduct/damages of their Guests/Visitors.

5. QUIET HOURS/DISTRUBANCES/INTERFERENCES/NUISANCES.

A. Quiet Hours. Except for work or activities authorized by Management, quiet hours are from 9:00 p.m. until 7:00 a.m., during which time Residents must ensure that potentially disruptive sounds, including but not limited to voices, television, radios, musical instruments, equipment, power tools, etc. shall not travel beyond the Resident's individual lot.

B. Interference. Interference with or harassment of other Residents, Guests, Visitors, or the Management, disturbances of the peace and quiet, or willful or careless destruction of or injury to property in the Community is prohibited.

C. Nuisances/Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any rental lot, and no odors shall be permitted to arise therefrom.

D. Harassment. Conduct which threatens, harasses or intimidates others is prohibited. The Community seeks to provide a congenial living environment that is free of improper harassment of Residents or Management that minimizes disturbances of the peace and quiet, and that prohibits the willful or careless destruction of or inquiry to property in the Community. The Community encourages any Resident who feels as though they have been the subject of improper harassment to promptly report such incidents so that they can be Investigated. In the event of such an incident, any alleged incidents of harassment may be reported to Management in any written form that adequately describes the situation. The report should be as factually specific as possible (i.e. persons involved, dates, witnesses, etc) so that the matter can be promptly investigated. To the extent feasible under the law, the Park shall strive to maintain confidentiality as to the existence of a complaint, the results of any investigation, and the investigation itself.

E. Fireworks/Firearms/Weapon. Firearms, fireworks and other weapons are prohibited.

F. Drug or Criminal Activities. Residents shall not engage in, facilitate, or allow any criminal activity in the Community.

G. Alcoholic Beverages. Alcoholic beverages are permitted in the Community, if used responsibly. Management reserves the right to prohibit or restrict alcoholic beverages in the common areas.

6. VEHICLES AND PARKING.

A. Speed Limit/Noisy Vehicles. THE SPEED LIMIT IN THE COMMUNITY IS 10 MPH. Cruising, reckless or unsafe driving is prohibited.

B. Maximum Number of Vehicles. A maximum of one (1) RV is permitted per rental lot. A maximum of two (2) additional vehicles are allowed per rental lot, if space permits.

C. Parking

(i) NO ON STREET PARKING.

(ii) Vehicles may only be parked in and driven across designated areas.

(iii) Vehicles shall not be parked on any vacant rental lots and shall not obstruct the driveways of other rental lots.

(iv) Only licensed and drivable (running) vehicles are allowed in the Community.

(v) Commercial vehicles, semi or trailer-pulling trucks are not permitted without Management approval.

(vi) Management reserves the right to restrict other vehicles and to impose other limitations on vehicles if deemed to be in the best interest of the Community or its Residents. Vehicles, equipment and accessories needed by Owner, Management and its representatives for purposes of maintaining the Community are exempt from these restrictions.

D. No Vehicle Repairs/Washing. Repairing or performing vehicle maintenance in the Community (including, but not limited to oil and fluid changes) are prohibited. Washing vehicles is not permitted within the Community. However, each RV may be washed on site once every 3 (three) months unless otherwise authorized by Management.

E. Vehicles Leaking Fluids. Vehicles leaking oil or fluids are prohibited in the Community and must be repaired off premises.

7. UTILITIES/CABLES.

A. No digging. Management approval must be obtained prior to any digging in the Community or installing any Item below grade (i.e., a post, stake, etc.)

B. No Extension Cords. Extension cords shall not be run to sheds, vehicles or other RVs.

C. Utility Maintenance/Expenses. It is Resident's responsibility to pay for and maintain all wires, pipes, gas lines, sewer lines or other utility delivery equipment from the point of delivery of the applicable utility, or, if such utility service is provided by Landlord, from the point of entry to the rental lot and/or the Resident' side of the meter, whichever is closer to Resident's RV.

D. Water. Residents shall undertake all necessary actions to conserve water and prevent waste, including repairing any leaking fixtures, hoses, etc.

8. PETS

A. Pets must be licensed and registered with Management. Management approval must be obtained to keep a pet in the Community. Pets which exceed or will exceed 50 pounds or 24 inches from the floor to should are NOT permitted.

B. Pets shall be kept on Resident's lot at all times except when being exercised during a walk, at which time the animal shall be on a leash and walked only in the streets, and any other designated pet walk areas; Please do not walk animals near any common areas. At no time shall a pet be left outdoors unattended.

C. Pet droppings must be immediately cleaned up and MUST be placed in plastic bags, tightly sealed and disposed of in trash containers.

D. Pets are prohibited from common area facilities, including, but not limited to, the office, clubhouse area, laundry, etc. This does not apply to legitimate assistance animals.

E. Animals cannot be vicious, dangerous, or create a nuisance that intereferes with the peaceful use or enjoyment of the premises by others. Dogs and cats must be licensed and must wear identification tags at all times.

F. Pets must maintain current rabies and other inoculations. Female dogs and cats must be neutered or spayed.

9. ASSISTANCE ANIMALS

A. The Community seeks to accommodate persons with disabilities and impairments. This policy applies to assistance animals that would otherwise not meet the pet restrictions. There is no charge or deposit for assistance animals.

B. Residents must register their assistance animal with Management. Resident must provide to Management a written statement from a qualified healthcare provider. The statement must indicate that the Resident has an impediment and must state the type of assistance that an animal can provide to the Resident in relation to the impairment (in other words, the assistance provided by the animal must relate to the impairment). If the foregoing healthcare statement requires that the assistance animal have specialized training, Management may request confirmation of the assistance animal's training and/or certification, as well as information about the person who trained and/or certified the animal in certain circumstances, such as when the animal's ability to perform physical services is in

question, Management may ask for a demonstration to confirm that the designated animal can in fact actually perform identified tasks.

C. Resident must promptly pick up after their animal and pet droppings MUST be placed in plastic bags, tightly sealed, and disposed of in trash containers. If Resident requires reasonable clean up assistance due to his/her impairment, they must inform Management, in writing, that clean up assistance will be necessary. If Management is able to provide clean up services, Resident will be responsible for the costs of clean up.

D. If a Resident's Impairment appears to have ceased or if the animal no longer appears to be rendering the designated assistance, Management may request that Resident provide: i) a renewed written statement from a qualified healthcare provider confirming that the Resident's impairment continues to exist; and/or ii) confirmation of the animal's ability to perform the designated services.

E. Management reserves the right to make further special accommodations based on the needs of its Residents with disabilities or impairments.

F. Assistance animals must maintain current rabies and other inoculations. Female dogs and cats must be neutered or spayed.

#### 10. RECREATIONAL, LAUDRY AND COMMON AREAS IN GENERAL

A. Use. No smoking in common areas (clubhouse, laundry, swimming pool, etc.) All Guests and Visitors using the common areas, facilities or recreational areas must be registered with the Community office and must be accompanied by a host Resident. Management reserves the right to limit or restrict the use of any facilities or areas.

B. Laundry. Outside clothes lines are not permitted. No towels, swimsuits or other clothing may be hung outdoors at any home site.

C. Clubhouse/Recreation Building. Clubhouse hours are posted. Swim wear and wet clothing are not permitted in the clubhouse.

#### 11. SWIMMING POOL AND SPA

A. IMPORTANT NOTICE. No lifeguard is on duty. No diving or running. Children under the age of 12 must be accompanied by an adult Resident.

B. For safety reasons, swimming alone or using the spa alone is not permitted.

C. Appropriate swimming attire is required. Shorts and cut offs are not permitted.

D. Food, glass containers of any type, and alcoholic beverages are prohibited in the pool area.

E. Running, diving, loud noises, radios, boisterous, disruptive or dangerous conduct are prohibited in the pool area.

F. For health reasons, children who are not toilet-trained are not allowed in the pool (no diapers please).

G. SPA. The spa is very warm, typically in excess of 102 degrees. We recommend that all persons intending to use the spa first consult with their physician. Persons should not use the spa alone, should limit their use to a maximum of 5 minutes, and should exit the spa immediately if they feel uncomfortable, overheated, dizzy or upon feeling any other abnormal condition or effect.

12. GARAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS.

A. All garbage and refuse must be placed in sealed plastic bags and deposited in the refuse containers. All boxes and cartons must be flattened, the lid must be closed, and NO refuse is to be placed outside of refuse containers.

B. Except for commonly utilized household items (drain cleaner, BBQ lighter fluid, propane tanks, etc.) flammable combustible liquids or hazardous materials of any nature are prohibited in the Community.

C. Oils, fluids, chemicals or any other toxic or environmentally sensitive items shall not be disposed of in the Community. NOTE: Many automobile part stores and service centers will accept motor oils and other fluids for disposal.

D. For health and safety reasons, all persons are prohibited from sorting through refuse containers. The removal of any items from the refuse containers or dumpsters is strictly prohibited.

E. Residents shall not engage in any waste disposal practices that would place the Community in breach or violation of any applicable laws or the Community's contract with its waste removal provider. Residents must check with Management prior to disposing of items that may in any way be deemed hazardous or not considered normal household trash and garbage (tires, batteries, large items, paints, solvents, etc).

13. MISCELLANEOUS MATTERS.

A. Modifications. These Rules may only be modified by the Owner. The Management is not authorized to modify the terms of these Rules and Regulations, verbally or in writing. Owner reserves the right to revise, add, delete or otherwise modify these Rules from time to time, by giving advanced notice of such changes, as is necessary to advance the best interest of the Community, Owner and Management.

B. RIGHT OF FIRST REFUSAL FOR PARK MODEL TO BE REMOVED.  
If Resident should accept a bona fide offer to buy Resident's park model home or if resident intends to sell their park model home, Resident shall first give Owner written notice stating the name, address and phone number of the prospective buyer, the agreed purchase price,

underlying financial information and all the terms or conditions of the proposed sale. Owner shall have the right to purchase the home upon the same terms and conditions by notifying Resident, in writing, within three business days after receipt of the terms of sale from the Resident. Should Owner not timely respond, this right of first refusal shall be deemed waived and Resident may proceed to sell the home on the same terms and conditions as presented to Owner. Should the terms of the sale in any way change from those presented to owner, Resident must give a new written notice to owner specifying the modified terms and the Owner's right of first refusal shall be reinstated. This provision does not apply to transaction where the park model home will remain in the community, the buyer/transferee has been approved for residency and where the buyer/transferee has unequivocally committed to become a Resident.

C. No Waiver of Landlord's Rights/Remedies. Nothing contained herein shall be construed as waiving an of Resident's or Owners rights under the RV Act. Termination of tenancy, the filing of a forcible detainer or special detainer action, acceptance of partial payment, and/or eviction from the Lot shall not constitute a waiver of any claims for unpaid rent. Additional Charges, interest, utilities, attorneys' fees, costs, damages, or any other amounts owing to Owner. Management's waiver, inability or failure to require strict compliance with the terms of the Community Documents or the law shall not be deemed a waiver and shall not preclude Owner or Management from subsequent enforcement.

D. Additional Rules and Laws. All signs and notices posted in the Community are made as part of these Rules and incorporated herein by this reference.

E. Headings. This section headings and titles contained in these Rules are for purposes of convenience and reference only and do not limit or define the scope of coverage under these Rules.

F. Severability. The invalidation of any one or more of these Rules by a tribunal of competent jurisdiction shall in no way affect any other provisions, which shall remain in full force and effect.

G. Utilities. In the event Owner shall bill any utilities or services to Resident, Resident shall pay Owner for any utilities and services purchased and/or billed through Owner, which may, at Owner's discretion, accrue year round. All such amounts shall be classified as Additional Charges. Resident is responsible for paying all charges for utility or service connections. Unless approved by Management in writing, alternative sources of power and utilities are prohibited (generators, extension cords, etc). It is Resident's responsibility to pay for and maintain all wires, pipes, sewer lines, or other utility delivery equipment from the point of delivery to Resident's Lot to Resident's RV. In the event Owner provides any utility services, and should the meter or service lines be located adjacent to or beneath Resident's RV or Improvements, Resident shall be responsible for providing access to these service lines and meter for reading, repairs or replacement.

H. Damages/Indemnification. To the extent permitted by law, Resident shall Indemnify Owner, its officers, managers, agents, representatives and employees from any

liability, loss, legal fees, costs, expenses or damages that they may suffer as a result of any claims, demands, lawsuits, actions, costs, judgments and the like asserted against them arising out of the negligent acts or omissions of Resident or Resident's occupants, Guests, Visitors or invitees.

I. RV Act/Legal. This tenancy is governed by the Arizona recreational Vehicle Rental Space Act (the "RV ACT"). All disputes arising out of this tenancy or the Community Documents shall be governed by the laws of the State of Arizona. In the event that the RV Act or other applicable laws should subsequently be modified and to the extent that any modifications should conflict with the terms of the Community Documents, the Community Documents shall be deemed automatically modified in order to comply with the minimum requirements of any changes in the law. In the event of any legal proceeding among the parties regarding any claim, defense or cause of action arising out of or in any way relating to the tenancy established herein, the RV Act, special or forcible detainer, personal injury, party damage, the Community Documents or the rights and obligations of the parties thereunder, any such dispute shall be resolved by a judge not a jury.

J. Installation and Removal of RVs. An RV may not be brought into the Community without Management's written consent or removed from a Lot without a signed written agreement from the Management showing clearance for removal and that all monies due and owing are paid in full, or any other agreement between the Resident and Management authorizing installation or removal. If Resident is using an RV transporter service, the service must contact Management at least thirty (30) days prior to any anticipated move-in or move-out date and obtain Management's written authorization to perform the move. Management has the right to coordinate the moving dates and times, and to reject and exclude from the Community any Resident or transporter service that does not cooperate with Management or which Management deems to be not qualified or not responsible, in Management's sole discretion. Resident is responsible for damages caused by themselves and their transporter service. In accordance with, but not limited to, A.R.S. §32-2105(J) and 333-2145(C), Owner hereby establishes a possessory lien on each RV located in the Community to secure payment of the obligations on each RV located in the Community, which is hereby deemed a consensual lien.

K. Subordinates. The Community Documents and the tenancy created herein are subject and subordinate to all mortgages, group leases, acts or events of condemnation, deeds of trust or other liens or encumbrances which may now or hereafter affect the Community Documents or the real property of which the rental Lot forms a part, and any renewals, modifications, consolidations, replacements or extensions thereof.

L. Abandonment. Resident shall not abandon the Lot or RV located thereon. Resident shall be responsible for all damages suffered by Owner in the event of abandonment. Owner may, at its option, consider an RV or Lot to be abandoned if: 1) rent remains unpaid for five (5) days after the due date and if Management does not observe the Resident(s) present at the Lot; or (2) If Management does not observe the Resident(s) residing at the Lot for a period of 15 days without notice to and consent of Management; or (3) if a notice is issued by Management for failure to properly maintain the RV, Lot or

improvements and the violations is not timely cured; or (4) any other basis that causes Management to believe the RV is abandoned, in the event of abandonment of the Resident's RV or personal property and in addition to the rights and remedies available to Owner under the law, Resident expressly authorizes Owner to dispose of said property in any reasonable manner determined by Owner in situations where Owner reasonably determines that the value of the property is so low that the cost of moving, storing, and/or conducting a public sale of the property would exceed the amount that would be realized from such sale. Resident releases and holds Owner and those performing thereunder harmless for loss of the property and/or the value of the property stored and disposed of under the foregoing circumstances.

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Resident

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Date

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Resident

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Date