ROADHAVEN RESORT
Arizona's Premier 55+ Community

Roadhaven Resort

of Apache Junction

Rules and Regulations

' Residents '

Revised June 8, 2026

Note: "Rules will be effective on July 1 unless otherwise stated"

Rule Description	*Rule location*	*Board Approved Date*	*Rule Effective Date*
Summer work HRS- SB1182	Section V, first paragraph (pg. 8)		05/13/2026
Landscape in PUE	Section V.D.9 (pg. 15)	04/01/2026	07/01/2026
Lot Restrictions: Next of Kin	Section V.D.3 (pg. 13)	03/24/2026	07/01/2026

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NOTE: For clarification and a statement of intent to enforce these rules and regulations, the Board of Directors is restating each rule violation penalty with each rule. The penalties are already documented in Appendices A and B of this document. If any conflicts are identified, Appendices A and B govern. Category is abbreviated as CAT.

GENERAL RULES AND REGULATIONS

Section I: Housing for Older Persons; Age Restriction

A. Roadhaven Resort of Apache Junction is intended to constitute housing intended and operated for occupancy by a maximum of two (2) persons on each lot. There must be at least one (1) person fifty-five (55) years of age or older per unit under the **Fair Housing Amendments Act of 1988 and the Arizona Fair Housing Act** (collectively, the "**Fair Housing Acts**"). Except as provided in Subsection B, C and D of this Section 1, at least one (1) occupant of each recreational vehicle must be fifty-five (55) years of age or older, and no person under eighteen (18) years of age shall occupy or reside in a recreational vehicle. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 7 DAYS *(Revised 7/01/2023)*

B. The Board of Directors may permit the following persons to occupy a **recreational vehicle** even though none of the occupants are fifty-five years of age or older: (i) the surviving spouse or other surviving co-habitant of a deceased resident who was fifty-five (55) years of age or older at the time of death; (ii) a person who inherits a lot from a resident who was fifty-five (55) years of age or older but whom the Board determines, in its sole opinion, should be permitted to occupy a recreational vehicle situated on the owner's lot because of special or unusual circumstances. Any person requesting permission to occupy a recreational vehicle pursuant to the provisions of the Subsection shall submit a written request to the Board of Directors.The Board of Directors shall not grant a request made pursuant to this Subsection if the granting of the request would result in less than eighty (80) percent of the recreational vehicles being occupied by one (1) person fifty-five (55) years of age or older or would otherwise jeopardize the status of Roadhaven Resort of Apache Junction as housing for older persons underthe Fair Housing Acts. Any request submitted to the Board pursuant to this Subsection shall set forth the names and ages of all proposed occupants of the recreational vehicle, the reason for the request and such other information as the Board may reasonably require. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 7 DAYS *(Revised 4/22/2013)*

C. The owners of a lot, none of whom are fifty-five (55) years of age or older, may occupy a recreational vehicle situated on their lot not to exceed twenty-eight (28) days in any one (1) Roadhaven Park year. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 7 DAYS *(Revised 3/11/2014)*

D. A person under eighteen (18) years of age may occupy a recreational vehicle as the guest of the residents of the recreational vehicle for a period of not more than fourteen (14) days in any one (1) visit, with not less than a ten (10) day break between stays. Total stay not to exceed twenty-eight (28) days in any one (1) Roadhaven park year (twelve [12] month period) is July1 through June 30 of the following year. For purposes of this Subsection, if a person under eighteen (18) years of age is present on a lot for any portion of a day, such person shall be deemed to have occupied the recreational vehicle as a guest for that entire day. *Refer to CC&R Article 2, Section 2.2, Delegation of Use, and Section 2.5, Transfer of Use.* VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 7 DAYS *(Revised 3/11/2014)*

E. Each owner and occupant of a lot shall furnish the Board with the names and ages of all occupants of the recreational vehicle situated on the lot and such affidavits and other documents as the Board may request for age verification purposes of such occupant. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 7 DAYS *(Revised 4/22/2013)*

Section II: Rules and Regulations, Applicability, Effect and Enforcement

Refer to CC&Rs Article 7, Notice of Violation; CC&Rs Article 8, General Provisions; and CC&Rs Article 4, The Association, Section 4.3, Rules.

A. These rules and regulations have been adopted in accordance with the provisions of Article 4, Section 4.3 of the Declaration of Covenants, Conditions and Restrictions of Roadhaven Resort of Apache Junction and are enforceable to the same extent and in the same manner as the provisions of the Declaration.

The rules are intended to provide the residents maximum safe use of the resort facilities while balancing the needs of each with the rights of all others maintaining the beauty of the resort.

B. The **General Manager** is responsible for and empowered to enforce these rules and regulations. They have the authority to use Roadhaven Resort security guards or outside police agencies or courts, as necessary to enforce these rules and regulations, protect residents, guests, and employees, and maintain decorum in the resort.

1. A resident, guest or employee should report rules infractions to a **security guard**, the **General Manager,** or a member of the Board of Directors. Telephone or person to person oral reports shall be followed up with short written reports on forms provided in the Business Office.

2. Minor violations may be resolved by a warning from the **General Manager** or Their representative.

3. Repeated or more serious **violations** will require written "Notification of Rules Infraction" to the offender and appropriate action.

    a. Renters and guests of residents may be requested to leave the resort. Penalties may be assessed against the lot owner if a renter or guest becomes a serious problem.

    b. Owners will be given a written notice delineating the facts of the violation and the effect the offense will have on his/her/their rights and privileges in the resort.

C. **Disputes.** Person(s) disputing a citation will be granted a hearing at an Executive Meeting of the Board of Directors immediately following the next regularly scheduled meeting of the Board. Failure to appear at this meeting without prior excused absence by a Board officer or **General Manager** will be considered acceptance of the **penalty**. Fines will be levied after the completion of that meeting.

D. **Appeals.** Violators shall have the right to speak at a hearing before the Board in executive session, for purposes of relief or reconsideration. The subsequent decision by the Board shall be final.

E. **Penalties.** As deemed appropriate to the offense, penalties listed below may be levied singly or in combination, pending rectification.

1. Suspend use of recreational facilities for a specified period of time.

2. Suspend members Association voting rights while violation remains uncorrected.

3. If the violation involves improperly parked vehicles within the common areas, subject vehicles may be towed outside the resort and impounded at the owner's expense.

4. Failure of the lot owner to correct the violation within the time limit specified on the "Notification

of Rule Infraction" shall result in monetary fines which shall be an assessment against their lot and enforceable in the same manner as assessments. In the event that the lot owner has more than one lot, the assessment shall apply against the lot on which the infraction occurred. If the infraction occurred on common property, the assessment shall be applied against the lot occupied by the owner. The schedule of fines shall be determined by the Board of Directors and shall be available at the Resort Office.

5. Non-assessment payments due to Roadhaven Resort over thirty (30) days past due will have interest added at 10% perannum, plus a charge of $10.00 per monthly statement mailed. *(Revised 9/2/2020)*

Section III: Definitions

A. The following words and phrases, whenever used in this document, shall have the meaning herein after specified, unless a different meaning appears from the context.

1. **"Guests"** means people staying overnight.

2. **"Motorhome"** means vehicular designed unit built on or permanently attached to a self-propelled vehicle chassis, van,or chassis cab, which is an integral part of the complete vehicle, to provide temporary living quarters for recreational camping or travel use.

3. **"Nonconforming Use"** means any activity or land use lawfully established and/or conducted at the time of passage of this document or amendments there to, which does not conform with the new or revised regulations after passage of this section or amendments thereto.

4. **"Park Model"** means a factory assembled portable unit mounted on a chassis and wheels, not more than twelve (12) feet in width and no greater than four hundred (400) square feet nor less than three hundred twenty (320) square feet in total floor area.

5. **"Parking Space"** means an area at least nine feet by eighteen feet (9' x 18') for parking motor vehicles. *Refer to Architectural Rules & Regulations, Section E - Definitions, Paragraph 10.*

6. **"Person"** means any person, partnership, firm, company, corporation, tenant, owner, lessee, or licensee, agent, heir, or assign.

7. **"Recreational Vehicle Subdivision"** means a residential subdivision as shown in the records of the Pinal County Recorder's Office, designed and approved in accordance with the planned area development and subdivisions regulations under sections of the City Municipal Code, together with certain accessory building and uses providing for the enjoyment and benefit of the residents of the subdivision in which individual ownership of a lot is permitted for the **parking** of one (1) recreational vehicle or one (1) park model for temporary portable housing and sleeping purposes. (Park model rules are covered in Book 2, Architectural Rules and Regulations.)

8. **"Recreational Vehicle Park"** means an approved residential development as shown in the records of the City Planning Department, together with certain accessory buildings and uses providing for the enjoyment and benefit of the patrons of the park, in which individual spaces are provided for parking of one (1) recreational vehicle or one (1) park model for temporary portable housing and sleeping purposes, whether or not a charge is made for such accommodation.

9. **"Recreational Vehicle Space"** means a parcel of land within an approved recreational vehicle park,

which is shown in the records of the City Planning Department, and which was designed and intended for the accommodation of one (1) recreational vehicle or one (1) park model.

10. **"Recreational Vehicle"** means a vehicular or portable unit mounted on a chassis and wheels, not more than eight and one-half feet (8½') in width and forty-five feet (45') in length. A recreational vehicle is primarily designed to provide temporary living quarters for recreational, camping or travel use, and which either has its own motive power or is mounted on or drawn by another vehicle, such as: travel trailers, truck campers, camping trailers, motorhomes, and fifth wheels, such units to contain plumbing facilities. The total width of a recreational vehicle once sighted for occupancy,including all tip-outs and/or slide-outs, shall not exceed fourteen feet (14'). For purposes of measuring length, the trailer hitch and/or trailer tongue shall be excluded. *Refer to CC&Rs Article 1 - Definitions, Section 1.14, Recreational Vehicles.*

11. **"Tip-out or Slide-out"** means a recreational vehicle component, which rides within the main structure of the recreational vehicle while traveling and either tips or slides out at the site for use as a living area. Said tip-out or slide- out shall meet the requirements of the Arizona State Division of Building Codes when installed as an after-market modification and shall not be permanently anchored to the ground.

12. **"Travel Trailer"** means a vehicle or portable unit mounted on its own chassis and wheels, which does not exceed eightfeet (8') in width and/or forty feet (40') in length and is drawn by a motor vehicle to provide temporary living quarters for recreational, camping, or travel use. *Refer to Architectural Rules & Regulations Section E - Definitions, Paragraph 12.*

13. **"Truck Camper"** means a portable unit, consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck, to provide temporary living quarters for recreational, camping, or travel use.

14. **"Visitor"** means people not staying overnight.

15. **"Renter"** means a person who is 55 or older who resides in a recreational vehicle or on a lot for not less than 30 days, andthe recreational vehicle or lot is owned by another person. The owner must complete a "Renter Authorization Form" (located on Roadhaven website under For Sale or Rent) and submit it to the office at least 2 weeks prior to the renter(s) arrival. Renters shall abide by the association rules of Roadhaven Resort. *(Revised Nov 28, 2022)*

16. **"Additional Resident"** is a person not on the deed who is residing in the unit with the homeowner. Homeowners must be checked-in and residing for the additional resident to reside. Maximum of two people residing in the unit. A form must be completed for the Additional Resident. A homeowner Photo ID badge is sold to the homeowner for this person. *(Added 3/26/2019)*

17. **"Landscaped Area"** means those areas on private lots covered in decorative rock and all Roadhaven-maintained cactus gardens and other garden-like areas around resort buildings. *(Added 5/16/2022)*

18. **"Common Area"** means all areas within the resort which are not privately owned - such as streets, sidewalks, and other areas intended for communal use such as areas around tennis courts, swimming pools, the recreation hall, crafts buildings, the restaurant, the retention pond and drainage areas and other Roadhaven-maintained areas. *(Added 5/16/2022)*

Section IV: Recreation Vehicles

A. All lots in Roadhaven Resort shall be used solely as sites for recreational vehicles.

B. All recreational vehicles are subject to inspection by the General Manager's representative as necessary to assure compliance. with the requirements of this section.

C. Recreational vehicles, excluding park models, permitted in Roadhaven Resort are defined as travel trailers, motorhomes, fifth wheels, and pick-up truck campers. *Refer to CC&Rs Article 1 - Definitions, Section 1.14, Recreational Vehicles.*

1. An RV unit shall not exceed a basic width of eight- and one-half feet (8½') and any tip-out or slide-out portion which is apart thereof shall not extend beyond such width by more than five feet (5'). Neither the box portion of the RV nor anytip-outs or slide-outs which are or may become part of the unit shall extend into any easement or setback located upon the lot. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 15 DAYS

2. All recreational vehicles excluding park models, within Roadhaven Resort must be set up as recreational vehicles.

   a. Recreational vehicles must be self-contained. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVYNUISANCE, COMPLY 24 HRS

   b. Wheels and tires must not be removed. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE,
   COMPLY 24 HRS

   c. Pick-up campers must remain mounted on truck. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVYNUISANCE, COMPLY 24 HRS

   d. Tip-outs and slide-outs must be operational. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVYNUISANCE, COMPLY 24 HRS

   e. Temporary skirting with commercially manufactured vinyl or canvas material attached to the RV is permitted.
   VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS

   f. Protective wheel covers made of cardboard boxes or other unsightly materials are not permitted.
   VIOLATION PENALTY:
   CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATE

   g. Recreational vehicle stabilizing jacks permitted (concrete pillars and cement blocks not allowed). VIOLATIONPENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS

   h. Sewer hose shall be of the flexible RV type, sewer collars must be used. All RVs must be vented for sewage purposes and an anti-siphon device used on the water line. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS

3. Permanently attached aluminum awnings are not permitted. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVYNUISANCE, COMPLY 48 HRS

4. Recreational vehicles shall retain all original equipment, such as holding tanks, RV toilets, etc. VIOLATION PENALTY:CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 48 HRS

5. Storage not permitted under recreational vehicles. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVYNUISANCE, COMPLY 24 HRS

6. Recreational vehicles shall meet all setback requirements. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVYNUISANCE, COMPLY 15 DAYS

7. Recreational vehicles are not permitted to be parked on the patio or landscaped areas. *See Architectural Rules &Regulations for additional information.* VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 24 HRS

8. Only an awning that is factory-manufactured, self-supporting, and mechanically fastened to the RV shall be permitted.No ropes, lines, cables, and/or webbed straps shall be attached to any structures, fences, or trees outside the drip line of the extended awning. No free-standing items such as screens or tarps shall be permitted. To provide additional personal sun protection for lots with or without a fixed awning, portable instant shelters of no more than 100 square feet will be allowed only when the property is occupied. These portable shelters would be fastened only with vertical ratchet straps fastened by anchors at the bottom of the 4 support poles and anchoring must withstand the wind speeds that occur in the park. If sides are added, they can only be screens, not solid material. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS *(Revised 3/28/2019)*

9. Class B Motorhomes are Class B RV's that are used solely for transportation. They may be parked on any lot. They shallnot be used at any time for living quarters by anyone or connected to services while there is a second RV on the same lot. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATELY *(Revised 03/21/2023)*

Section V: General

The resort's quiet hours are from 10:00 p.m. to 7:00 a.m. except when it is necessary to do park maintenance and emergency repairs. Permitted contractors working within the park are restricted to working during the hours of 5:00AM-7:00PM (summer) and 7:00AM-7:00PM (winter), Monday through Saturday. Contractors will not be permitted into the park on Sundays and major holidays (New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day), except for emergency repairs as arranged by the homeowners and approved by Roadhaven Management or designated representative. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE. *(Revised 5/13/2026; SB1182)*

A. **Registration/Badges/Guests/Third Party Occupancy**

1. All residents shall register at the office when they arrive at the resort. Residents arriving on the weekend will register on Monday. Residents departing on the weekend will check out on Friday. When departing the resort for the season, residents will check out and provide a forwarding address. Residents on temporary absences from the resort are encouraged to check in and out and provide a forwarding address if desired. VIOLATION PENALTY: CAT3, LESS SERIOUSOFFENSES, COMPLY 24 HRS

2. All persons staying overnight in Roadhaven must have a Homeowner or Renter Photo ID badge or Guest wrist band which must be worn at all times when not within the confines of the residence. Visitors are those not remaining overnight in the park. Visitors using the common area facilities must also have a wrist band. However, those Visitors who are in the park for events such as church, bingo, concerts, dances, craft show(s) as patrons of the restaurant, attending approved private parties or just stopping to see an owner or renter for a short time, and not remaining overnight, do not need to be registered nor have a wrist band. When a Roadhaven team is competing with a team from another park, the Visitors in this case need not be registered or have a wrist band. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 2 HRS

    a. Renters Photo ID Badges: Renters will obtain badges when they check in at the Business Office. Renters will pay a non- refundable check-in fee of $25.00. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 1 HR (*Revised 7/01/2021)*

    b. Guest/Visitor Wrist Bands: These wrist bands are available at the business office and can be picked up by the lot owner or renter for their guests/visitors. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 1 HR

    c. Nontransferable: Badges and wrist bands are not to be used by anyone other than the person to whom it was issued. They are not transferable. Wrist bands are dated and are disposed of after the date. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 1 HR

3. Guest Registration: Residents will register their overnight guests at the Business Office and obtain wrist bands for all persons except persons under three (3) years of age. Arrangements should be made whenever possible to pre-register guests in the event they are scheduled to arrive when the Business Office is not open. If this is not possible, residents will check in their overnight guests with Security, receive a temporary, dated paper badge and register them at the office the next business day. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS (SEE SECTION I, D)

4. Length of Stay: Guests are welcome to visit Roadhaven for limited periods not to exceed fourteen (14) days during any one (1) visit, with not less than a ten (10) day break between stays. Total stay not to exceed twenty-eight (28) days in any one (1) Roadhaven park year. Roadhaven is designated as Housing for Older Persons, and the rights of the senior residents must be respected. When guests of homeowners or renters arrive with an RV, it must be understood that Roadhaven cannot provide overnight parking for the RV in any Common Area. *(Revised 4/8/2014)*

    There may be an occasion when a lot owner finds it necessary to request from the Board of Directors an extension on the fourteen (14) days maximum stay period known as a Guest Extension. Requests for such an extension (third party occupancy), must be in writing and include the reasons and effective dates. The request must be submitted to the Board of Directors and ruled on before such occupancy takes place. Those approved will register, secure a badge, and pay a fee of $2.00 per day effective the day they enter the Resort and continue through their approved extended stay. This fee will be collected in advance as a condition of Board approval.

5. Caregivers: The $2.00 fee shall be waived if an owner or renter in Roadhaven requires 24-hour assistance for medical reasons that will require their having a third person staying in their unit. The owner or renter will need to submit a letter from their medical provider stating such care is

necessary and for what length of time. This letter shall be given to the Board for approval of the additional person residing with the Roadhaven occupant.

6. Guest/Visitor Rules: All residents and renters need to instruct their guests of the rules regarding the use of the resort facilities and ensure that the guests/visitors understand the proper use of the facilities they propose to use. The rules and restrictions regarding the use of the various resort facilities are explained within the General Rules and Regulations.

7. Damage: Roadhaven CC&R's provide that, in the event of any damage to any real or personal property within the common area, or any damage to any lot owner's property, the host lot owner is monetarily responsible for any such damage caused by his tenants and/or guests. Please be courteous and respect the rights of others at all times. *Refer toCC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.2.D, Damage.*

8. Designation in Writing for a Third Party to Act as a Member's Agent: A member may designate in writing a third party to act as the member's agent with respect to all association matters relating to the rental property, except for voting in association elections and serving on the board of directors. The member shall sign the written designation and shall provide a copy of the written designation to the association. On delivery of the written designation, the association is authorized to conduct all association business relating to the member's rental property through the designated agent. Any notice given by the association to a member's designated agent on any matter relating to the member's rental property constitutes notice to the member. Written designation shall be notarized annually. *(Added 3/27/2018)*

B. **Traffic Control and Parking**

1. Automobiles, motorcycles, golf carts, mopeds, all-terrain vehicles, and bicycles being operated on the streets of Roadhaven Resort 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**. VIOLATION PENALTY: CAT1, SEVERE OFFENSES, COMPLY IMMEDIATE *(Approved & Effective Date 3/18/2021)*

2. Existing state regulations, including the **minimum age of sixteen** (16), shall apply to the use of all motorized vehicles within the resort. **Lights** are required for all such vehicles during the hours of darkness. Motorcycles and scooters (except those used for maintenance) are restricted from all areas of the golf course. VIOLATION PENALTY: CAT1, SEVERE OFFENSES, COMPLY IMMEDIATE *(Approved & Effective 3/18/2021)*

3. Persons are restricted to **riding bicycles** on streets only and are prohibited from bicycle racing at any time. Bicycles arenot to be ridden across any private lots whether or not such property is occupied. Bicycles are restricted from all areasof the golf course at all times. Bicycles are not to be parked in gazebos or on common areas except where racks or otherparking space is provided for the purpose. VIOLATION PENALTY: CAT1, SEVERE OFFENSES, COMPLY IMMEDIATE *(Approved & Effective 3/18/2021)*

4. The use of **skateboards and powered scooters** are not allowed anywhere in the resort. No type of shoe with a heel roller is allowed on patio areas adjacent to the Rec Hall, pools, and restaurant. Roller and in-line skates are permitted only on roads within the resort when used in a safe manner.

a. Medically required or mobility-impaired "electric powered" scooters (for example: 3 and 4-wheel sit-on scooters) must display a miniature disability sticker available from the Roadhaven office. These electric powered scooters are permitted in all areas of the resort -- including inside common area buildings and patio areas adjacent to the Rec Hall, pools, and restaurant.

b. Medically required or mobility-impaired "gas powered" scooters displaying the Roadhaven disability sticker are permitted in all areas of the resort -- except in any common area buildings or patio areas adjacent to the Rec Hall, pools, and restaurant. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATE *(Applies to all parts of 4) (Revised 3/21/2023)*

5. All vehicles owned and operated by lot owners and renters entering Roadhaven Resort are required to have a valid Roadhaven **vehicle pass** affixed to the lower left-hand corner of the resident's vehicle windshield. All vehicle gate passeswill be issued by the Business Office upon the presentation of the proper identification. Failure of any lot owner or renter to obtain a valid vehicle gate pass shall be subject to being denied entry into Roadhaven Resort and a violation charge filed. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS

C. **Resort (Gate) Entry and Exit**

1. There are three (3) gates providing entry to or exit from the Resort.

   a. Idaho Road (main gate) – operated by **security** personnel seasonally. Instructions for using digital key system areposted at the gate. Electronically operated by transmitter only for entry during non-security-controlled hours.

   b. Broadway and Sixteenth Avenue – electronically operated by transmitter only for entry. Vehicles leaving the resort automatically open the exit gate.

   c. The normal hours of operation for the Broadway Avenue gate and the Sixteenth Avenue gate are from 6:00 a.m. to10:00 p.m. each day. The Idaho Road gate is accessible 24 hours a day. However, operational hours may changeas the situation demands; the General Manager will publish the hours of operation when changes are necessary.

   d. Gate transmitters shall be obtained from the Business Office upon payment for the transmitter and remain property of the owner. Active transmitters shall be limited to a maximum of two per lot. Transmitters shall only be for the use of the (checked-in) owner or registered renter and will only be activated during resort occupancy. Transmitters willbe deactivated upon check-out for owners and renters. Sale of a lot will result in deactivation of transmitters. Transmitters are the responsibility of the purchaser and shall not be provided for use by others. VIOLATION PENALTY: CAT1, SEVERE, COMPLY IMMEDIATE *(Revised 3/26/2019)*

   e. In case of emergencies, call "911" first, and then call **Security** at (480) 570-4811. Apache Junction emergency services have key access to all three gates.

2. **Parking**

   a. City zoning laws and Roadhaven Resort's Declaration of Covenants, Conditions and Restrictions allow only one recreational vehicle per lot. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.A, Use and Occupancy, Parking.*

b. Not more than one (1) Recreational Vehicle or Park Model, and two (2) licensed passenger vehicles 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. *Refer to CC&Rs Article 3 –Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.A, Use and Occupancy, Parking.* VIOLATION PENALTY: CAT 2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATE

c. A minimum of one (1) off-street parking space must be provided on each lot. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 24 HRS

d. Vehicle parking is permitted on patios when the vehicle is covered and the living quarters are not occupied; and by summer residents between May 1 and September 30 of each year, whether covered or not. Patio parking year-round, covered or not, is allowed on those lots too small to allow alternative parking and designated by the Architectural Rules and Regulations as Type "C" lots. No parking is ever permitted on landscape areas. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 1 HR

e. Vehicles may not be parked on resort streets or common areas except when authorized by the General Manager for short term loading and unloading purposes not to exceed forty-eight (48) hours. Parking permits must be obtained from the General Manager or designated representative and displayed on the vehicle. Security may request anyone to relocate their vehicles immediately 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 Security. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.2.B.4, No Travel Trailers.* VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATELY *(Revised 01/15/25)*

f. Utility trailers, boat trailers, motorcycle trailers, etc., are not permitted to be stored on the owner's or renter's lot. *Refer to CC&R, Article 3, Section 3.2.B, Restricted Uses; and Section 3.1.A, Parking.* VIOLATION PENALTY: CAT3, LESSSERIOUS OFFENSES, COMPLY 24 HRS

g. Motorhome dollies may be parked at the rear of the motorhome with the tongue under the motorhome as inconspicuously as possible. They may not detract from the general appearance of the area. This may require screening on some lots.

h. Common area parking designated on Zuni Drive (toward the Broadway Gate) and Chippewa Avenue (toward the Idaho Gate) is for guest parking during events within the Park. Visitors, contractors, and others using these areas, other than for event parking, must have a permit and will be restricted to forty-eight (48) hours. Parking must not impede emergency vehicles and/or the use of private driveways. VIOLATION PENALTY: CAT2, MODERATELY SEVEREOR HEAVY NUISANCE, COMPLY 24 HRS *(Revised 3/27/2018)*

i. Residents shall only use Common Area parking spaces (designated on Zuni Drive toward the Broadway gate and Chippewa Avenue toward the Idaho gate) for off-loading purposes and loading purposes. Trailers must remain attached to the towing vehicle. Permits will be issued for a forty-eight (48) hour period, and one parking permit per week. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS *(Revised 3/26/2019)*

j. Parking permits will be issued by the General Manager or designated representative and shall not exceed 48 hours, unless approved otherwise. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS *(Revised 3/06/2024)*

k. All hitches extending beyond the bumper shall be removed immediately when not in use. Handicap ramps / lifts in the closed position are exempt. VIOLATION PENALTY: CAT1, SEVERE OFFENSES, COMPLY IMMEDIATE *(Revised 05/01/2023)*

D. **Lot Restrictions**

1. No owner shall permit anything to be done or kept in or on their lot which will increase the rate of insurance on the subdivision property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable **noises**, or otherwise, nor shall the lot owner commit or permit any **nuisance**, immoral or illegal act in or about the subdivision. The lot shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall beallowed to accumulate, or any fire hazard allowed to exist. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HRS

2. Any lot owner who **rents** or causes their lot to be rented to another, shall forfeit their right to use the common areas within the subdivision, including the recreational facilities, and all owner's rights except voting rights during the period of time that their lot is rented to another. Such rights shall be deemed transferred to the tenant during the rental term.Such rights are not forfeited as to other lots owned by the owner but not rented. *Refer to CC&Rs Article 2 – Property Rights, Section 2.3 (e), Owner/Renter Rights.*

   a. The **occupancy of rentals** is prohibited from June 1st through September 30th each year. Starting on the first day of violation, a penalty of $25.00 per day will be assessed. *Refer to CC&Rs Article 3 – Land Use Classifications, PermittedUses and Restrictions, Section 3.1.T, Limitations of Rentals.* VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

   b. Any lease or rental for a term of less than 30 days is a "Short-term Rental". Short-term Rentals are expressly prohibited. *Refer to CC&Rs Article 3 – Land Use Classifications, Section 3.1.T, Limitations of Rentals.*

3. Upon the sale, exchange or other transfer of a lot, there shall be a **Disclosure Fee** of Four Hundred Dollars ($400.00) paid to the Association as set by the Board of Directors, to compensate the Association for expenses incurred in amending its records and providing the Disclosure Documents to meet state requirements with respect to lot ownership. *(Revised 06/15/2020)*

   In addition, a **Capital Contribution** Fee of $3776.00 will be paid to the Association with annual Finance Committee review and adjustments as necessary. This fee is not negotiable nor is it waivable. In the event that the above-described fee is not paid within Thirty (30) days, a penalty in the amount of Three Hundred Dollars ($300.00) will be levied. *(Revised 3/24/2026)*

   If a **transfer of property** is to immediate next of kin, only the Disclosure Fee of Four Hundred Dollars ($400.00) will be levied. Next of kin is defined as is defined as spouse or domestic partner, mother, father, or children. No other exceptions are allowed. *(Revised 03/24/2026)*

   It is the homeowner's responsibility to notify the Roadhaven Office when changes are made to the ownership

of their property in Roadhaven. The Roadhaven Office must be notified and be provided with the Disclosure Fee of Four Hundred Dollars ($400.00) and a copy of the legally executed change within 30 days. Future correspondence will be sent to the new legal owner of record. No challenges to election ballots will be honored after the date this rule is passed by the Board and published. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 30 DAYS

4. Only **home-based businesses** that do not impact the residential nature of the Association shall be allowed to be conducted on any property. Products (including services) to sell shall not be displayed or advertised on any lot. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.A, Home Based Businesses.* VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 7 DAYS

5. Any lot owner who allows their property, including buildings, to fall into disrepair shall be notified that said property shall be repaired within thirty (30) days from the date of notice. If after thirty (30) days, said lot owner is still in violation,the Homeowners' Association shall contract the necessary repairs, and all costs shall be borne by the lot owner and shallbe paid to the Homeowners' Association. Any expense not paid by the lot owner shall be handled as an assessment with a lien against the lot owner's property. *Refer to CC&Rs Article 3 -- Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.F, Repair of Buildings.* VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 30 DAYS

6. Only **patio style furniture** may be used and / or stored. Upholstered furniture and large appliances normally intended for indoor use are not permitted. A mini fridge not taller than 48 inches is permitted. No cabinets or shelving may be affixed to the Recreational Vehicle or Park Model exterior walls and other furnishings must not create a cluttered or unsightly appearance to neighbors. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 48 HRS. *(Revised 03/21/2023)*

   Placing a play pool, hot-tub or spa on a property, whether temporary or permanent, is prohibited within Roadhaven. VIOLATION PENALTY: CAT1, SEVERE; COMPLY IMMEDIATELY.

7. No signs of any kind shall be affixed to palm trees. "For Sale" and "For Rent" **signs** for recreational vehicles, park models and/or lots may be displayed on lots or dwellings.For appearance, these signs are to be commercially prepared, not larger than 18x24 inches in size and may have a sign rider 6x24 inches. Signs may be purchased in stores and are available from the Roadhaven business office. Licensed real estate brokers must comply with State statute. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.L, Signs.* VIOLATION PENALTY: CAT3, LESS SERIOUSOFFENSES, COMPLY 24 HRS *(Effective Date 2/16/2021)*

8. No **signs** of any kind shall be allowed to advertise the sale or the rent of personal property, such as car caddies,luggage racks, cargo boxes, etc., and such items shall not be displayed on any lot with signs affixed thereto. Such itemsthat are "FOR SALE" and/or "FOR RENT" should be advertised on a three by five-inch (3" x 5") form supplied by the Business Office and posted for 30 days on the bulletin board provided for that purpose on the south outer wall of the office building. **Exception:** cars, trucks and other vehicles, such as golf carts, motorcycles, bicycles, electric bikes, and scooters may have "FOR SALE" signs. Only signs no larger than 8 1/2" X 11", professionally lettered and attached to the vehicle being sold will be permitted. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 24 HRS

9. All lots in Roadhaven Resort shall be required to be landscaped with a minimum of two inches (2")

of decorative stone applied over all areas of the lot except where surface is concrete, asphalt or pavestone. If any utilities are discovered beneath areas finished with hardscape materials, including concrete, asphalt, pavers, natural or manufactured stone slabs, or similar fixed surfaces (including loose materials such as gravel or decorative stone), or beneath landscaped areas such as soil, turf (real or artificial), or plantings, the Homeowner will be responsible for remediating and restoring those areas to an appropriate condition following any required utility work. In situations where utilities are located beneath a park model or Arizona room, discussions will take place with the Homeowner in advance of any work being undertaken to review access, options, and next steps. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 30 DAYS. *(Revised 04/01/2026)*

10. No tree, shrub, or planting of any kind on any property shall be allowed to overhang or otherwise to encroach upon anycommon area **or** private property from ground level to a height of eight feet (8'). Our heavily traveled narrow streets rapidly become untenable if the sidewalk areas are not kept clear for pedestrians. In the event of non-compliance where it becomes necessary for maintenance personnel to trim the overhangs, an appropriate charge will be assessed. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.H, Overhangs.* VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 7 DAYS *(Approved 3/23/2021)*

    During the summer trees and shrubs will be trimmed to eight feet (8') over the sidewalks, regardless of lot owner's instructions. When a safety factor is involved, i.e., limiting visibility at intersections, the eight-foot (8') height requirement may be increased as necessary to remove the hazard of limited visibility. *(Revised 3/11/2014)*

11. **Clothesline** or other facilities to dry clothes outside are not permitted. Washers and dryers are not permitted on patios.*Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.P, Clothes Drying.* VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY 24 HRS

12. **Absentee lot owner's lots** shall not be used for any reason without the express permission of the absentee lot owner in writing. Upon presenting written permission to the General Manager, a permit will be issued; to be affixed to any vehicle occupying the absentee lot owner's property. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY ON NOTIFICATION

13. **Right-of-Way** – During reasonable hours, any member of the Board of Directors or any person authorized by the Board of Directors shall have the right to enter upon and inspect any property and improvements except the interior of buildings, such as park models, travel trailers, motor homes and sheds. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.I, Right of Way.*

14. **Exterior Storage Units** – Temporary (movable) storage units shall not exceed a maximum of 53 cubic feet per lot. Storage units must be commercially manufactured, weather resistant, and shall be kept in good condition with an attractive appearance. Units shall be located at the rear of the owner's property. When visible from the street, due to lot location, they should be placed in the least obtrusive location possible.

15. The reflective 5" by 18" house number signs mounted 72" above ground at an approved location

on each home or lot are the property of Roadhaven Resort and following installation cannot be removed, relocated, covered, or altered in any way without express written approval from the Roadhaven Resort general manager or designate. VIOLATION PENALTY: CAT1, SEVERE OFFENSES, COMPLY IMMEDIATE. *(Added 7/13/2020)*

16. **Political Signs**- In accordance with Arizona law A.R.S 33-1808 political signs are permitted on the homeowner's lot under the following conditions:
    a. Displayed within 71 days before the day of a primary election.
    b. Removed not later than 15 days after the day of the general election.
    c. Cannot display a sign for a candidate in a primary election who does not advance to the general election, later than 15 days after the primary election.
    d. The maximum aggregate total dimensions of all political signs on the homeowner's property shall not exceed nine square feet. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 24 HOURS *(Added 02/20/2024)*

E. **Maintenance and Repair Policy** to define Homeowners' Association responsibility for maintenance and repair on individual lots. (See also Architectural Rules & Regulations)

1. Fresh Water Supply System: Individual lot owners are responsible for all pipes, connectors, and spigots above the lowestshut off valve.

2. Sewer Lines: Individual lot owners are responsible for all pipes and connectors above the ground.

3. Electrical Lines and Pedestal: The Homeowners' Association has no responsibility for either the lines or the pedestal. However, individual lot owners are encouraged to paint their pedestals.

4. Palm Trees: These trees, as well as other trees and shrubs on individual lots, are owned by and the responsibility of the lot owner. Roadhaven has assumed responsibility for skinning the top five feet of the Mexican Fan or Queen Palm trees on the street side VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 30 DAYS *(Revised 05/01/2022)*

    a. No palm trees may be removed from the street side of the property without written permission of the General Manager. VIOLATION PENALTY: CAT1, SEVERE OFFENSES, COMPLY 30 DAYS *(Revised 05/01/2022)*

5. Weeds: Owners are to maintain lots so that they are weed free and void of dead plant debris year-round. Following notification to the homeowner, the weeds, including any remaining woody and leafy material shall be removed within 20 days. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY UPON NOTIFICATION. OWNERS NOT IN COMPLIANCE WILL BE NOTIFIED AND LOT(S) WILL BE CLEANED AT HOMEOWNER'S EXPENSE. *(Revised 03/15/2024)*

6. Property Entry: The Board or its designee has the right to enter the property, remove the violation and such action shallnot be deemed a trespass. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section3.1.I, Right of Way.*

Section VI: Common Area Use and Services

Use of the common areas, streets, buildings, and other facilities are for the use of owners, renters, and guests, of good standing,and may be suspended for any person or persons for cause as explained in Section II, B-3, "Penalties" of these rules and regulations. *Refer to CC&Rs Article 2 – Property Rights,*

Section 2.1., Owners Easements of Enjoyment.

Because of high maintenance and operating costs, control and care required for expensive equipment and assurance of user safety, some of the facilities require user fees (i.e., golf course) or membership in the activity club with nominal fees, such as the craft shops.

All persons using the craft shops, tennis courts, shuffleboard court, pool room and kitchens, will observe the instructions posted for the use and care of those facilities.

The Service Facility at the Gazebo area can be reserved through the Activities Office. The Activities Office will have the keys to the serving room area and will check them out to groups as needed. Organized Park groups will be given priority for their scheduled activities that use the serving area. Any group or homeowner planning to use the serving room or park areas should get their activity posted on the reservation schedule.

A. **Smoking** is not permitted within the Roadhaven Resort. This rule applies to cigarettes, cigars, pipes, e-cigarettes, and othersmoking devices. Exceptions to the non-smoking rules are as follows:

1. A designated area on the west side of the Bell Tower
2. The bench at the southwest corner of the Golf Pro Shop
3. The golf course – maintaining 20 feet from private property
4. A designated area in the maintenance area
5. Private property

Refer to Bylaws, Article 6 - Smoking. VIOLATION PENALTY: CAT1, SEVERE OFFENSES, COMPLY IMMEDIATE *(Revised 9/01/2020)*

B. No person shall use the common areas or any part thereof, in any manner contrary to or not in accordance with the rules and regulations pertaining thereto. They shall be **attired** in a manner that is appropriate to the age of the individual and the activity in which they are engaged. Swimsuits are <u>not</u> proper attire in any common area building except the indoor hot tuband restroom/shower facilities. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

C. <u>Solicitation:</u> Solicitation within Roadhaven Resort by out-of-park businesses (examples: contractors/realtors/ suppliers) is not permitted without prior approval of the General Manager. Door-to-door solicitation in Roadhaven Resort is strictly prohibited. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Revised 02/14/2024)*

D. People will use the streets, sidewalks, and pathways to travel. Trespassing from one street to another using lot owner's private property or cutting through common area flower beds and landscaping is strictly prohibited. VIOLATION PENALTY: CAT1, SEVERE OFFENSES, COMPLY IMMEDIATE *(Revised 4/22/2013)*

E. <u>Tennis Courts:</u> Any person under eighteen (18) years of age must be accompanied by and be under the supervision of an adult lot owner or tenant. All tennis players are required to wear proper tennis (court) shoes. Regular running, jogging or street shoes are not permitted. Tops shall be worn by both sexes regardless of age. The use of bicycles or roller skates on the tennis courts is strictly prohibited.

Equipment in the tennis club shed is the property of the tennis club and will be used by others only with the permission of the tennis club. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

F. Shuffleboard Courts: Persons under eighteen (18) years of age must be accompanied by an adult. The adult must be instructed in the proper procedure for waxing and cleaning the courts.

1. Never play without court dressing or when courts are wet. Do not use when wind blows court dressing off the court.

2. Wear only soft soled shoes; no leather soled shoes allowed.

3. Prepare courts and clean in accordance with instructions on shed.

4. Never step on the playing surface of any court.

5. The use of bicycles, roller skates or running/playing on the courts or the court area is strictly prohibited.

VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE (applies to entire Section F, 1-5) *(Revised4/22/2013)*

G. Pool/Billiard Room: All players will comply with the instructions for the use and care of the pool and billiard tables. Any person twelve (12) years of age or older may use the tables and persons under the age of eighteen (18) years must be accompanied by an adult wearing a Roadhaven Photo ID badge. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

H. Horseshoe Pits: No person under the age of twelve (12) is permitted in the horseshoe pit area for their own safety. Personsover the age of twelve (12) may compete with adults when accompanied and supervised by an adult resident. VIOLATION PENALTY: CAT1, SERIOUS OFFENSES, COMPLY IMMEDIATE

I. Private Parties: Private parties may be held in Roadhaven facilities upon scheduling and approval from the Activity Office.

1. To reserve use of the Gazebo area, Main Recreation Hall, Green Room, Yuma Room, or other rooms/areas must be scheduled/reserved through the Activity Office.

2. A security deposit of $50.00 will be required to be paid to the Activity Office a minimum of five (5) days prior to the dateof the event for use of the following: Main Recreation Hall (including the kitchen), the Card Room, Dakota Room, YumaRoom, and the Green Room.

3. Private party privileges are basically restricted to Roadhaven residents, however, out of park guests are allowed. Whenthe event involves a club, organization, or event where non-residents predominate, such an event will be permitted only after special review by the General Manager. The use of Resort facilities for private parties, dances, etc., for personal gainis not permitted.

4. The security deposit will be forfeited in whole or part in the event of **damage** or cleaning required. Meetings of Roadhaven activities that do not involve the serving of food or liquor are exempt from paying the security deposit. *Referto CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.2.D, Damage or Destruction.*

VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE (penalty applies to entire Section I, 1-4. *(Revised 4/22/2013)*

J. Memorial Services: Memorial services may be held in the Recreation Hall at any time that the

Recreation Hall is not scheduled for any other activity. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

K. Trash Collection Procedures: Palm fronds, cuttings, clippings, and other bulky items must be taken to green bins adjacent to the crafts building. Household waste must be taken to the designated beige dumpsters between the Apache Building and new Laundromat. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Added 12/2/2019)*

L. Fire Pits: Open, wood-burning fires are not permitted on any common area within Roadhaven Resort. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Revised 3/10/2015)*

Section VII: Pets – Rules & Regulations

A. Pets (cats & dogs) must be registered annually with the business office upon arrival and a registration fee paid for each pet. No more than two generally recognized house pets shall be permitted per lot and said pet(s) must be owned by the resident owner or tenant wherein the pet(s) reside. Visitors and guests with pets must register upon arrival. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENCES, COMPLY IMMEDIATE (*Revised 03/15/2022*)

B. Pet registration includes a brief description of the pet to include sex, color, breed, and weight and must show proof of a license and current rabies vaccination and/or other vaccinations required by law. Pets will be issued a Roadhaven numbered tag to be attached to a collar and worn by the pet at all times. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENCES, COMPLY IMMEDIATE (*Revised 03/15/2022*)

C. All pets must be on a leash and accompanied by their Owner when not on the Lot where they reside, except within the designated fenced pet area.

1. Pets under 25 pounds are required to use the west fenced pet park area which is designated for use by small dogs for relieving themselves.
2. Pets over 25 pounds are required to use the east fenced pet park area which is designated for use by large dogs for relieving themselves.
3. Pet owners will endeavor to restrain pets from relieving themselves on the street's sidewalks and private property en route to the designated pet areas.
4. All pet owners will carry a "scooper" or appropriate plastic bag or container at all times when they exercise their pets within Roadhaven Resort and shall immediately remove all waste droppings of their pet. Animal feces must be disposed of as outlined above or in containers provided in the designated pet areas. Animal feces shall also be removed as soon as possible from the pet owner's property in consideration of neighbors and for health reasons. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.N, Animals.* VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATE (*Revised 01/02/2024*)

D. Pet owners shall be fully responsible for any injury or damage to persons or property caused by their animals, or any injury to the owner or animal while using the streets, sidewalks, and pet areas. Pet owners shall indemnify the Association and hold it harmless from and against any loss, damage, or liability which the Association may sustain as the results of the act or presence of such animal or the use of Association streets and sidewalks for exercise, even though the Association has given permission. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.2.D, Damage or Destruction.* VIOLATION PENALTY: CAT1, SEVERE, COMPLY IMMEDIATE

E. Pets of visitors or guests shall be subject to all rules and restrictions applicable to pets of Roadhaven residents. VIOLATIONPENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

F. No pets shall be allowed to make an unreasonable amount of **noise** or to become a **nuisance**. Upon the request of any Roadhaven resident, the General Manager shall determine, at their discretion, whether an animal is a nuisance. The Manager's decision will be enforceable as other restrictions contained herein. The General Manager may, at any time, require the removalof any animal which is deemed to be dangerous or unreasonably disturbing to others and the Manager may exercise this authority for specific animals even though other similar animals may be permitted to remain. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY 48 HRS

G. Temporary and easily removable pet enclosures may be placed under the awning or on the patio to allow the pet to remain out of doors during daylight hours. Proper sanitation must be maintained at all times, as this is not a substitute for taking the pet to the pet area. The enclosure shall not exceed 36 inches in height, 100 square feet in size and must be of metal wire and self-supporting. No wooden fencing, wooden slats or posts are permitted. Owners will ensure that pets are inside their units when they retire for the night and must, at all times, be sure that **pet noise** is not disturbing the neighbors. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

H. **Registration of Pets for Year-Round Homeowners**. Year-round homeowners shall register their pet(s) annually, prior to September 1st. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Added 3/27/2018)*

I. **Comfort animals** shall not be permitted in any common area or building. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Added 3/27/2018)*

Section VIII: Swimming Pools and Therapy Pools

A. There are no lifeguards provided at any of the swimming pools or therapy pools. The high temperature of the therapy poolsis dangerous for children and for adults with blood pressure and heart problems. Other health problems should also be considered.

No person under the age of twelve (12) is allowed in any therapy pool and older adults with health problems should consulta physician before using the therapy pools. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATE

B. Only proper swimming attire shall be worn in swimming and therapy pools. The wearing of "street clothes" in swimming ortherapy pools is strictly prohibited. Adults are required to use body coverings, including the torso, when using any of the common areas (this is any area excluding your lot) except when in the enclosed fenced pool areas. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

C. Before entering any swimming, pool or therapy pool each person must shower and those with suntan lotion or body lotion must use soap and rinse well. Soap, shampoo, and bubble bath must not be used in the pools because they damage the system. (Violators will be monetarily responsible for any damage). VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

D. Swim fins and snorkels may be used in the pools. Beach balls and inflatable toys such as rafts, etc., are not allowed in the pools. Swimming aids for children are acceptable. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

E. No glass containers of any type are allowed in the pool areas. VIOLATION PENALTY: CAT1, SEVERE, COMPLY IMMEDIATE

F. Children who are not toilet trained shall wear a swimming diaper when in pool areas. Persons under eighteen (18) must be accompanied by an adult. People are not permitted to run or play in the patio areas surrounding the pools. They are not permitted to dive or jump in the pools or to engage in water fights, splashing or other activities that encroach upon the rights of adults in the pool. The conduct and safety of those using the pool area is the responsibility of the accompanying adult since no lifeguards are on duty. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATE

1. The only exception to Rules D and F is when there is a Board-approved water sport activity during designated times and in a specified pool. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Revised 2/16/2016)*

G. The Phase II pool is designed as a lap pool and, while it may be used for other water activities, those swimming laps have priority, and others should remain clear of the lanes being used for laps. VIOLATION PENALTY: CAT3, COMPLY IMMEDIATE *(Revised 4/22/2013)*

H. All articles of clothing and/or personal property must be removed from the shower stalls when going to the pools. The shower stalls and dressing booths cannot be reserved for the period that you are using the swimming or therapy pools. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Revised 4/22/2013)*

I. The dumping of garbage or other trash is prohibited, except in the receptacles provided for that purpose. Beverage cans should be placed in marked containers provided. *Refer to CC&Rs Article 3 – Land Use Classifications, Permitted Uses and Restrictions, Section 3.1.G, Trash Containers and Collection.* VIOLATION PENALTY: CAT3, LESS SEVERE OFFENSES, COMPLY IMMEDIATE *(Revised 4/22/2013)*

J. Photo ID badges / wrist bands must be visible at all times in the swimming pool area. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Revised 5/01/2021)*

Section IX: Golf Course

A. These Rules shall govern the use of the golf course by residents and guests. Appropriate dress is required. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE

B. Roadhaven residents who purchase a golf membership at the rate set by the Roadhaven Association Board of Directors are members of the Golf Club, which qualifies them to all the privileges of the Golf Club. A person must remain a Roadhaven resident to retain their golfing privileges on a golf membership. All other players are non-members or guests.

C. The golf course is to be used exclusively for playing golf from dawn until dusk and is not to be used for any other purposes. **From dusk until 10 PM walking in the direction from Green towards the respective Tee is permitted at your own risk, and only on the cart paths.** No bicycles or pets are permitted at any time on the golf course. VIOLATION PENALTY: CAT1, SEVERE, COMPLY IMMEDIATE *(Revised 07/01/2022)*

D. No riding golf carts shall be allowed on the golf course without specific permission of the Golf Club and/or the golf shop supervisor. Golfers having a paid membership and/or having paid the course fee for the Roadhaven Golf Course may pay an additional designated fee to use their golf cart, only on the path, while playing golf and displaying the sticker on the cart. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Revised 2/16/16)*

E. No golfer under the age of eighteen (18) will be permitted on the golf course unless accompanied by an adult player. VIOLATION PENALTY: CAT3, LESS SERIOUS OFFENSES, COMPLY IMMEDIATE *(Revised 3/11/2014)*

F. A complete list of the rules and regulations for the Golf Course are available at the Golf Club House, and golfers are expectedto adhere to the rules. Golf Club rules and regulations have the same force and effect as the Roadhaven Rules and Regulations and are enforced by Roadhaven and the Golf Club. *(Revised 3/11/2014)*

Section X: Water Conservation *(Added 3/27/2018)*

A. **Irrigation and Planting of Citrus Trees** – Citrus trees are not allowed to be planted after April 1, 2018, and no newirrigation systems may be installed for citrus trees. VIOLATION PENALTY: CAT2, MODERATELY SEVERE OR HEAVY NUISANCE, COMPLY IMMEDIATE *(Added 3/27/2018)*

B. All property and/or vehicles shall only be washed using a pressure washer having a flow rate of 2 gallons per minute (GPM) or less. Residents, renters, and contractors shall use a pressure washer having a flow rate of 2 GPM or less. Park models and other buildings shall only be washed once when the owner arrives in the park at the beginning of the season. Using a garden hose to wash a patio, driveway, or vehicle at any time is strictly prohibited. VIOLATION PENALTY: CAT1, SEVERE, COMPLY IMMEDIATE *(Revised 3/21/2023)*

Section XI: Anti-Harassment Policy

The "Roadhaven Homeowners' Association" and Roadhaven Management including all resort staff, volunteers in any position, lot owners, residents, renters, guests, visitors, vendors, and contractor personnel **must at all times communicate with one another in a respectful manner,** without any vulgar language, intimidating actions, name-calling, threats, and/or verbally abusive language. VIOLATION PENALTY: CAT1, SEVERE, COMPLY IMMEDIATE *(Revised 4/05/2022)*

Appendix A: Penalty Categories

The board has determined that the fine schedule and fine amounts are appropriate based on the nature of the violations. In determining the appropriateness of each fine, the Board has taken into account (at a minimum), theimpact that the violation may have on the community as a whole, including but not necessarily limited to, property values and aesthetics; the impact that the violation may have on individual members on the community,including but not necessarily limited to, a negative impact on the quiet enjoyment of their property and/or the common areas; and whether the fine amount is sufficient to increase the likelihood of compliance and reduce likelihood of re-offending.

CATEGORY 1 (CAT1): SEVERE

This category includes those rules which are deemed to be involved with health, safety, and civil statutes of a serious nature.

1. The rule offender shall be verbally notified of the violation and issued a written notification by a resort official or security officer. The written notification shall specify a reasonable time period to attain compliance. This time period may vary from immediately to thirty (30) days depending upon the type of infraction and the time required to correct it.

2. At the expiration of the above time limit or upon a second offense, another written notification shall be issued. The GeneralManager or the Board of Directors shall assign a monetary fine with this notification. The fine shall be $50.00 and may be accompanied by loss of common area privileges.

3. Continued repeat offenses shall be handled as in item #2 above, except that the fines shall be doubled for each occurrence to a maximum of $800.00 in any one month.

CATEGORY 2 (CAT2): MODERATELY SEVERE OR HEAVY NUISANCE

This category includes those rules which are deemed somewhat less serious than Category 1 items, and also includes those rules dealing with heavy nuisance matters.

1. The rule offender shall be verbally notified of the violation and issued a written notification by a resort official or security officer. The written notification shall specify a reasonable time period to attain compliance. This time period may vary from immediately to thirty (30) days depending upon the type of infraction and the time required to correct it.

2. At the expiration of the above time limit or upon a second offense, another written notification shall be issued. The General Manager or the Board of Directors shall assign a monetary fine with this notification. The fine shall be $15.00 and may be accompanied by loss of common area privileges.

3. Continued repeat offenses shall be handled as in item #2 above except that the fines shall be doubled for each occurrence to a maximum of $240.00 in any one month.

CATEGORY 3 (CAT3): LESS SERIOUS OFFENSES

This category includes all other rules not covered in Categories 1 and 2. These are usually rules which exist for the betterment of the resort and to assure the lifestyle the residents' desire.

1. The rule offender shall be verbally notified of the violation by a resort official or security officer and the verbal notification shall be documented in the "Security Daily Report".

2. In the event of repeated offenses, the cases shall be treated as in Category 2.

Roadhaven Resort Fine Policy

The undersigned, constituting a majority of the members of the Board of Directors of Roadhaven Resort of Apache Junction, anArizona non-profit corporation, hereby take the following action at a duly held Board of Directors meeting on this 26th day of March 2024.

Resolving that pursuant to A.R.S. 33-1242, the Board of Directors hereby approves the following Fine Policy for RoadhavenResort of Apache Junction. The following fine policy is effective as of March 26, 2024.

Approvals:

Signature of Board Member

Signature of Board Member

Signature of Board Member

Signature of Board Member

Signature of Board Member

Signature of Board Member

Signature of Board Member

Date:

March 26, 2024

Additionally, the Board of Directors has authorized the Roadhaven Board of Directors President to act on their behalf, to takethe action(s) as described in the Fine Policy noted below.

Fine Policy

The following Fine and Appeals Policy shall be followed for Roadhaven Resort of Apache Junction.

First Notice: A courtesy violation letter and/or ticket shall be issued to the homeowner. If a ticket is issued, a confirming letter will be placed in the Lot Owner's Roadhaven Resort mailbox if they are checked into the resort. If not checked in the letter will be sent via U.S. mail to the homeowner's registered home address. The ticket and/or confirming letter will describe the violation in question, specifically stating the section of the CC&R, Bylaws or Rules and Regulations that has been violated. It will also specify the date and time the violation must be remedied or cured by. The confirming letter will describe the enforcement process, including the right of an opportunity to be heard; the potential for immediate fines and loss of resort privileges if the violation continues or is repeated. It will also state the ability of the Association to intercede and cure the violation as necessary (only if the Association's CC&Rs contain a self-help provision).

Second Notice: If the homeowner does not respond, remedy or cure the violation within the time limit

specified on the First Notice letter and/or ticket issued, a Second Notice will be issued requesting compliance within the time specified. The Second Notice letter will be placed in the Lot Owner's Roadhaven Resort mailbox if they are checked into the resort. If not checked in, the letter will be sent via U.S. mail to the homeowner's registered home address. A fine will be assessed in accordance with the Penalty Category violation and loss of resort privileges will be stated.

Additional Notices: If the homeowner does not respond, remedy or cure the violation within the time specified, additional letters and/or tickets, plus all subsequent correspondence concerning the violation shall clearly define what action will be taken and/or what fines will be assessed to the homeowner account, contingent on the opportunity to be heard. The Board has the right to levy a monthly fine if the violation continues thereafter as identified in the Penalty Categories.

Violation Notices letters and/or tickets shall contain the following: (page a-3)

1. The provision of the community documents that has allegedly been violated.

2. The maximum amount of the monetary penalty that may be imposed by the Board with respect toeach Notice, to include the potential of escalating fines plus the Notice documents issued will identify any loss of resort privileges.

3. A statement that if the violation remedy or cure is required immediately the homeowner will comply and then may request in writing a hearing on the subject of the violation before the Board. In order to be heard, the Association must receive a written request for such hearing within 15 days of the date of the letter. A homeowner's failure to request a hearing within the prescribed time period shall be deemed a waiver and forfeiture of the owner's right to a hearing with respect to that Notice.

4. A statement that (i) if the homeowner fails to timely request to be heard, the amount of the monetarypenalty as set forth in the Notice shall be due within 15 days of the date of the letter, and (ii) if the homeowner requests to be heard as prescribed, any amount of monetary penalty imposed by the Board shall be due within 15 days after the date of the Board's notice of decision.

Notice: A notice shall be mailed to the homeowner's resort mailbox if checked into the resort -- otherwise it will be mailed to the home address as shown on the records of the Association. If more than one person or entity owns a lot/unit, a notice to one of the joint owners shall constitute notice to all of the joint owners.

Hearings: The Board shall conduct a timely requested hearing. Upon conclusion of the hearing, the board shall determine, inits sole and absolute discretion, whether a violation occurred and, if so, the amount of the monetary penalty, if any, to be imposed for such violation. Such monetary penalty may not exceed the prescribed amount set forth in the notice. The board shall mail the Decision to the homeowner. If the homeowner fails to appear at the hearing, then the homeowner shall be deemed to have waived his/her right to a hearing with respect to that violation. *(Revised 2-08-2024)*

Appendix B: Assignment of Penalty Category to Rules & Regulations

Sect. & Para.	Category	Comply Time	Sect. & Para.	Category	Comply Time
I, A	2	7 days	V, D, 7	3	24 hours
I, B	2	7 days	V, D, 8	3	24 hours
I, C	2	7 days	V, D, 9	3	30 days
I, D	2	7 days	V, D, 10	3	7 days
I, E	2	7 days	V, D, 11	3	24 hours
IV, C, 1	2	15 days	V, D, 12	3	On notification
IV, C, 2, a	2	24 hours	V, D, 15	1	Immediate
IV, C, 2, b	2	24 hours	V, E, 4	2	30 days
IV, C, 2, c	2	24 hours	V, E, 4, a	1	30 days
IV, C, 2, d	2	24 hours	V, E, 5	2	On notification
IV, C, 2, e	2	24 hours	VI, A	1	Immediate
IV, C, 2, f	2	Immediate	VI, B	3	Immediate
IV, C, 2, g	2	24 hours	VI, C	3	Immediate
IV, C, 2, h	2	24 hours	VI, D	3	Immediate
IV, C, 3	2	48 hours	VI, E	3	Immediate
IV, C, 4	2	48 hours	VI, F	3	Immediate
IV, C, 5	2	24 hours	VI, G	3	Immediate
IV, C, 6	2	15 days	VI, H	1	Immediate
IV, C, 7	3	24 hours	VI, I	3	Immediate
IV, C 8	2	24 hours	VI, J	3	Immediate
IV, C 9	2	Immediate	VI, K	3	Immediate
V	3	Immediate	VI, L	3	Immediate
V, A, 1	3	24 hours	VII, A	3	Immediate
V, A, 2	3	2 hours	VII, B	3	Immediate
V, A, 2, a	3	1 hour	VII, C	3	Immediate
V, A, 2, b	3	1 hour	VII, D	1	Immediate
V, A, 2, c	3	1 hour	VII, E	3	Immediate
V, A, 3	2	24 hours	VII, F	2	48 hours
V, B, 1	1	Immediate	VII, G	3	Immediate
V, B, 2	1	Immediate	VII, H	3	Immediate
V, B, 3	1	Immediate	VII, I	3	Immediate
V, B, 4	2	Immediate	VIII, A	2	Immediate
V, B, 5	2	24 hours	VIII, B	3	Immediate
V, C, 1, d	1	Immediate	VIII, C	3	Immediate
V, C, 2, b	2	Immediate	VIII, D	3	Immediate
V, C, 2, c	3	24 hours	VIII, E	1	Immediate
V, C, 2, d	3	1 hour	VIII, F	2	Immediate
V, C, 2, e	2	24 hours	VIII, F, 1	3	Immediate
V, C, 2, f	3	24 hours	VIII, G	3	Immediate
V, C, 2, h	2	24 hours	VIII, H	3	Immediate
V, C, 2, i	2	24 hours	VIII, I	3	Immediate
V, C, 2, j	2	24 hours	VIII, J	3	Immediate
V, C, 2, k	1	Immediate	IX, A	3	Immediate
V, D, 1	2	24 hours	IX, C	1	Immediate
V, D, 2, a	3	Immediate	IX, D	3	Immediate
V, D, 3	3	30 days	IX, E	3	Immediate
V, D, 4	3	7 days	X, A	2	Immediate
V, D, 5	3	30 days	X, B	1	Immediate
V, D, 6	3	48 hours	XI	1	Immediate

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