

***RULES
AND
REGULATIONS

OF

VENTURE OUT
AT MESA, INC***

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RULES AND REGULATIONS

SECTION I GENERAL

1. **Authority:** The Rules and Regulations published in the following paragraphs are established by the Board of Directors pursuant to the authority contained in the Declaration and in Article XIII of the Bylaws. The authority to enforce the provisions of these Rules and Regulations is derived from the same documents. It is the responsibility of the lot owner as well as the Architectural Inspector to assure all proposed structural changes comply with the current Architectural Guidelines within the Rules and Regulations prior to applying for a Mesa permit before construction.
Amended 04.02.15
2. **Supersedes.** These Rules and Regulations supersede all prior Rules and Regulations adopted by the Board of Directors and shall remain in effect until amended or rescinded.
3. **Defined Terms.** All capitalized terms used but not defined in these Rules and Regulations shall have the meaning given to the terms in the Declaration, unless the context otherwise requires.
4. **Additional Defined Terms.** The following terms shall be deemed to have the meanings specified whenever they appear in these Rules and Regulations unless the context otherwise requires.
5. **“Activity Office”** means the office where events are coordinated.
6. **“Administration Office”** means the main administrative office of the Association maintained on the Property.
7. **“Security Office”** means the security office of the Association
8. **“Venture Out Rental Office”** means the rental office maintained or contracted for by the Association.

SECTION II GENERAL ADMINISTRATIVE

1. **Payment of Assessments:** The Assessment for the Common Expenses based on the approved annual budget and the Assessment for the Reserve Fund, shall be due and payable quarterly in advance. If the due date of any Assessment is a Sunday or a holiday generally recognized in Arizona, that due date shall be deemed to be the following day which is not a Sunday or holiday.
2. **Transfer Related Fees.** The transfer fee relating to the resale of a Lot is hereby set in the amount of two hundred dollars (\$200). The disclosure fee relating to the resale of a Lot is hereby set in the amount of one hundred dollars (\$100)
3. **Dumpster Fees:** Fees for the use of the dumpster are as follows:
 - a. Shed tear down and rebuild, \$75;
 - b. Patio enclosure renovation or tear down, \$150;
 - c. Patio enclosure build (new), \$75;
 - d. Park Model tear down for rebuild, \$300;
 - e. Park Model interior renovation, \$100;
 - f. Asphalt or cement driveway or landscaping removal, \$150

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

4. **Name Badges**

- 4.1 A current Venture Out name badge must be worn while using any of the recreational facilities, common facilities and when doing business at the Activity Office and Administration Office.
- 4.2 Lot Owners will be issued two (2) Venture Out name badges for each lot owned.
- 4.3 All residents must be using the new badge by October 1, 2015. The new badge uses a Photo ID. Use of the new EPC requires the new badge.
- 4.4 Owners must exchange the old badges for new badges at no additional cost to them.
- 4.5 All renters must purchase a badge. The cost will be \$15.00 and is non-refundable. Renters' badges will be deactivated at the expiration of the rental period. Renters can return each year and activate the badge at no charge.
- 4.6 A resident may purchase the photo badge for a guest 16 years of age or older. This badge would open the EPC. The resident must identify the activation and deactivation dates and pay \$2.00 a day usage fee.
- 4.7 Overnight guests and day guests who use recreational facilities of the Common elements are required to wear a current Venture Out guest badge. The host lot owner or renter is responsible to procure the guest badge(s) from the Administration Office and pay a fee of two dollars (\$2.00) per day for each guest over 2 years of age. The guest badge will indicate the following: (a) guest's name; (b) dates guest is eligible to use recreational facilities; (c) address of the lot occupied by the guest or sponsor.
- 4.8 Single owners will still be issued two (2) badges, one saying "Owner's Guest". The \$2.00 per day fee does not apply to a Guest of a single owner.
- 4.9 If the badge is lost, contact Venture Out Administration or Security immediately and the badge will be deactivated. The cost to replace a lost badge is \$15.00.
- 4.10 When a unit is rented, the lot owner's EPC badge will be deactivated for the period of the rental. The owner must contact Security to reactivate their badge upon departure of their renter.
- 4.11 The use of any common facilities is limited to all owners and renters who are in occupancy at Venture Out and their guests. These guests must pay a \$2.00 usage fee per day.

- 4.12 Employees of the Association will be issued a distinctive name badge which shall be worn while on duty.

Amended 11.06.2014

- 4.13 Visitors to Venture Out attending Sanctioned Venture Out Events are not required to register, obtain name badges or pay the \$2/day fee. Sanctioned events must be approved by the Activity Office and record of all Sanctioned Events provided to Venture Out Security, effective October 1, 2017.

Amended 03.03.2016

5. **Restrictions on Occupancy.** In order to promote enforcement of the age and occupancy restrictions of the Declaration, any person who is physically living on a Lot for more than thirty (30) days in any one calendar year is presumed to be an Occupant (i.e. presumed to be in possession) of such Lot and is presumed to be residing on such Lot on a permanent or semi-permanent basis regardless of whether that person has a legal right to occupy, possess, or reside on that Lot. The Board of Directors may also determine that a person is an Occupant (i.e., is in possession) of a Lot or is residing on a permanent or semi-permanent basis based on the terms of a rental agreement, lease, or by any other reasonable means.
6. **Gate Decals.** Gate decals will be issued to Lot Owners who provide name badges and a licensed motor vehicle that they own or lease. Decals will only be placed on licensed motor vehicles of Owners or Renters, or the Association's authorized employees. Gate decal privileges may be revoked by the Association at any time for violations of the Governing Documents. Any decal that is tampered with will be immediately deactivated. Any misuse of a decal, or any attempt to let others use the decal, will result in gate decal privileges being revoked. Renters must purchase a decal for gate access for a \$10 non-refundable fee. Renter's decals will be activated for their rental period only. A Renter, who occupies each season, can keep the decal and have it reactivated the following season unless the Association has changed decals. Owners that rent their Lot will have their decal deactivated during the rental period. Owners may still gain access to the Property through the visitor's gate, in order to check on their Property. Once the Renter has vacated, the Lot Owner may call the Security Office and ask that their decal be re-activated. Upon sale or transfer of ownership of a Lot, any decal assigned to that specific Lot will be immediately deactivated. If a Lot Owner transfers or moves to a new Lot, the Lot Owner should immediately contact the Security Office to have the decal transferred to the new Lot to avoid interruption of service. Owners of multiple vehicles may get additional decals for a \$10 non-refundable fee for each additional car. HOW EVER, only one or two motor vehicles decals may be activated at any time for the authorized driveways. Due to the limited availability of parking on the Property, Lot Owners may not park more vehicles on the Property than they have authorized spaces for. Decals may also be placed on service or vendors licensed vehicles for restricted times while they require frequent access to the park.

Amended 11.06.14

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

8. Registration and Control of Pets

- 8.1 All Pets entering the Property and staying at least overnight, shall be registered upon arrival. Upon proof of vaccination as required by Arizona law and payment of a registration fee, a tag will be issued and is to be attached to a collar or harness to be worn by the Pet.
- 8.2 Pets do not require registration if they do not stay overnight on the Property but must remain on the Lot they are visiting. If Guests wish to register their Pets in order to use the dog walk, they will be permitted to do so upon proof of vaccination and payment of appropriate fee.
- 8.3 No more than two (2) Pets are permitted per Lot.
- 8.4 Pets must be controlled by a leash no more than five feet (5') long when walking on Common Elements, and Pets shall not be permitted to run loose except when in the designated exercise area.
- 8.5 Pets shall not be permitted in or on the following areas:
 - 8.5.1 The Community Center and adjacent ground.
 - 8.5.2 All grounds designated for recreational activities.
 - 8.5.3 All grassed areas, except the Pet exercise area.
 - 8.5.4 The Flagpole Area.
 - 8.5.5 The Administration Building and adjacent grounds.
- 8.6 Pet droppings (dung) must be picked up by the Pet Owner and placed in a proper container for waste, or as provided in the Pet exercise area. It is not to be buried anywhere on the Property.
- 8.7 Pets which continually bark or howl, or exhibit aggressive behavior, will not be allowed to remain on the Property.
- 8.8 Feeding of stray animals is not permitted on the Property.
- 8.9.1 Pet enclosures may be permitted on a resident's property. A temporary pet enclosure is not intended to be a substitute for the use of the Pet Walk. (Complaints of neglected, unattended, noisy animals or unclean situations may result in revocation of permission to have or use a pet enclosure.)

A pet may be kept in a temporary pet enclosure on the owner's property while the owner/responsible party is physically present on the owner's property.

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

A pet enclosure must meet the following requirements.

- 8.9.2 It is commercially, manufactured temporary enclosure suitable for the purpose of preventing escape of pets. An enclosed Patio and/or Deck may be used.
- 8.9.3 It must be easily removed and portable.
- 8.9.4 It must be no higher than a height of thirty-six inches (36”).
- 8.9.5 Beware; any obstacle on your property becomes your liability. Therefore, you are responsible for potential injury.
- 8.9.6 The enclosure must be removed when the owner/responsible party leaves the park for more than two-day period.

Amended 03.20.14

9. **THIRD PARTY ADMINISTRATIVE FEES**

A Third Party Renter/Guest form must be completed anytime someone other than the owner will be residing in a unit. A twenty-five dollar (\$25.00) fee is payable for registering each agreement. In cases where the rental form is not complete or the Owner needs to be contacted for keys to a Park Model or Recreational Vehicle, an additional twenty-five (\$25.00) fee must be paid. A valid rental agreement includes rentals where no remuneration is paid to the Owner. If the rental agreement processed by the Venture Out Rental Office, the rental agreement registration fee is included in the commission.

Amended 11.05.15

SECTION III ELECTION PROCEDURES AND BOARD SUBCOMMITTEES

1. **Election to Board of Directors**

- 1.1 Election campaigning is limited to thirty (30) days prior to the election date.
- 1.2 The Association shall deliver or mail resumes of all candidates for election to the Condominium Board of Directors to all Lot Owners, together with Absentee Ballot forms a date and location of the “Meet the Candidates” meeting. On issues to be voted on, the recommendations of the Board of Directors will be shown. No endorsement of individual candidates may be included.
- 1.3 No campaign signs are authorized. Calling cards not exceeding 3½ by 2 inches may be handed out by candidates.
- 1.4 An opportunity for Lot Owners to meet the candidates, and for the candidates to present their views, will be scheduled in the Community Center at least two (2) weeks before the Annual Meeting.

2. **Election Procedures**

- 2.1 Voting shall be by secret ballot.
- 2.2 For electronic voting a third party provider will be chosen by the Board of Directors.

“Electronic balloting service provider” means a business that meets all of the following requirements:

a. Protects the secrecy of the votes.

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

c. Provides each lot owner a secure confirmation of their electronically cast vote.

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

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

2.5 Those lot owners who do not register for electronic ballots will receive a paper ballot. In voting the paper ballot, the lot owner should mark the ballot, place in the enclosed envelope, seal it and MAIL with required postage to the service provider. DO NOT SIGN THE ENVELOPE. Make no identification marks on the envelope. The envelope may also be delivered to the administration office.

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

2.7 Paper ballots delivered to the Administration Office rather than being mailed to the service provider will be shipped to the service provider weekly for tabulation.

2.8 Paper ballots not received in time to the service provider, but received in the Administration Office before 4PM Arizona time the day before the Annual meeting will be scanned and sent via email or other electronic means to the service provider by the Venture Out Election Committee of at least 3 people. The Election Committee will confirm with the service provider that the number of ballots scanned is the same as the number of ballots received by the service provider.

2.9 All ballots, either via e-mail or regular or regular mail, (not) received in the Venture Out office or the service provider’s office (before) after 4PM Arizona time the day prior to the Annual Meeting will not be counted. Electronic voting will cease at 4PM the day prior to the annual meeting.

The service provider will deliver the electronically tabulated votes to the Venture Out election Committee Chairman no later than 1P.M. Arizona time the day of the Annual Meeting.

3. **Election Results**

- 3.1 The Election Chairman will announce the names and vote tally for each of the newly elected directors and the vote tally for each ballot proposition at the annual meeting. Within 24 hours following the annual meeting, the vote tally for all candidates and ballot propositions will be posted on the Condominium Board's bulletin board and will be provided to the Board of Directors, the Secretary and all candidates. It will also be available at the Administrative Office for viewing by individual lot owners at their request. The vote tally of the successful candidates and all propositions will also be published in the Out-Lines at the first opportunity.
- 3.2 The ballots of an election shall not be destroyed until after the first regularly scheduled meeting of the Board of Directors after fifteen (15) days following that election.

4. **Election Recounts**

- 4.1 Any apparently unsuccessful candidate standing for election may request a recount if the vote count for the candidate is more than ninety-eight percent (98%) of the vote for any apparently successful candidate.
- 4.2 If an election involving the candidate results in a tie, a recount shall be made, and if there is still a tie, then the outcome of the election will be determined by flipping a coin or coins.
- 4.3 If the number of affirmative votes counted for a ballot proposition is within twenty (20) of the number of affirmative votes required to pass it, a recount shall be made as soon as Convenient to the Election Committee but not later than forty-eight (48) hours after the conclusion of the meeting. If the recount continues to result in a tie, then the proposition will be declared as having lost.

5. **Ballot Propositions.** Any ballot proposition proposed by the Board for approval at the annual meeting will identify in the ballot proposition or the explanation of the ballot proposition: (1) the Section of the Declaration or Bylaws that requires approval for such ballot proposition by the Owners; and (2) the number or percentage of votes required to pass the ballot proposition pursuant to the Declaration, Bylaws, or any then-applicable Arizona statute requiring a higher number or percentage of votes.

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

Amended 03.21.13

7. **Committees are appointed by Board of Directors.** A Lot Owner appointed to a Standing Committee established by the Board of Directors shall serve on such committee for a three-year

term. A member may be reappointed for another three-year term but not to exceed six years.
(Sentence removed.)

Amended 03.21.13

8. **The Terms of Reference for Standing Committees are on file in the office of the Corporate Secretary.**

Amended 03.21.14

SECTION IV BOARD ENFORCEMENT AND MONETARY PENALTIES

1. Board of Enforcement and Imposition of Monetary Penalties

- 1.1 The Board of Directors has the authority to pursue, among the remedies, the imposition of reasonable monetary penalties upon Lot Owners for any violation of the Condominium Documents.
- 1.2 The authority of the Board of Directors to impose reasonable monetary penalties upon Lot Owners relates solely to violations of the Condominium Documents. Any violation of City, County, State or Federal laws should be directed to and addressed by the appropriate City, County, State or Federal government authorities and are beyond the jurisdiction of the Board of Directors. The imposition of monetary penalties by any governmental entity.
- 1.3 Any Lot Owner who is found to be in violation of any of the Condominium Documents shall receive a written notice from the Association to correct the violation. The written notice shall inform the Lot Owner of the provision(s) of the Condominium Documents which have been violated and, as applicable, the date when the violation occurred.
- 1.4 If the violation is a continuing violation, the written notice will inform the violating Lot Owner that the violation must be corrected within three (3) days of the date of notice or the Board of Directors will schedule a hearing before a subcommittee of the Board of Directors for the imposition of reasonable monetary penalties and/or other remedies. However, if, in the discretion of the appropriate staff member, a continuing violation creates a danger to the health, safety and welfare of the public or other Lot Owners, the written notice shall demand immediate correction.

If the violating Lot Owner fails to take such immediate correction action, the Association may have the violation corrected. Under such circumstances, all costs and expensed incurred by the Association in correcting shall be billed to the violating Lot Owner. The costs and expenses shall bear interest at the rate of ten percent (10%) per annum from the date of the billing until paid and may be enforced by an action law. An action at law to enforce the penalty shall also seek recovery of the Associations costs and attorney's fees.

- 1.5 If the violation is not of a continuing nature, the written notice shall constitute a warning to the violating Lot Owner that if the violation is repeated, an Administrative Monetary Penalty will be issued by the Security Office according to the established Schedule of Monetary Penalties for Violation included in these Rules and Regulations. Any party

receiving and Administrative Monetary Penalty may appeal to the Board of Directors within ten (10) days of receipt of the Administrative Monetary Penalty. If no appeal is filed within ten (10) days of receipt of the Administration Monetary Penalty, the Administrative Monetary Penalty is final.

Amended 02.20.14

- 1.6 If any violation of the Condominium Documents of the Association is not corrected or abated as provided herein, or in the event of a repeated violation, the Board of Directors shall notify in writing of the time and place where the offending Lot Owner has an opportunity to be heard, concerning the alleged violation. After the offending Lot Owner has had an opportunity to be heard, the Board of Directors or a subcommittee thereof shall determine whether the Lot Owner has violated any of the provisions of the Condominium Documents of the Association and may impose any of the remedies provided herein including, but not limited to, the imposition of a reasonable monetary penalty. Any party aggrieved by a decision of a subcommittee of the Board of Directors may appeal the decision within seven (7) days of the decision to the full Board of Directors. If no appeal is timely made, the decision of the subcommittee shall be final. If an appeal is made, the Board of Directors shall hear the matter of de novo.
- 1.7 After the Board of Directors or the subcommittee has determined that the Lot Owner has violated a provision of the Condominium Documents, and imposed a reasonable monetary penalty, a written demand will be made on the Lot Owner for immediate payment of the monetary penalty. If the monetary penalty is not paid within ten (10) days of the date of the written notice, the monetary penalty shall bear interest at the rate of ten percent (10%) per annum from the date levied until paid.
- 1.8 No Lot Owner may resort to a court of law for relief with respect to any decision of the Board of Directors concerning the Lot Owner's violation of the Condominium Documents unless the Lot Owner has attended the hearing provided for herein and presented all reasons why a violation did not occur and/or why a remedy/monetary penalty should not be imposed. Any reasons not presented by the Lot Owner at the hearing shall not be admissible in any court of law.
- 1.9 Residents are prohibited from engaging in verbal or physical conduct that constitutes abuse or harassment of another resident, Association employees and/or resident volunteers acting for the benefit of the Association, including verbal or physical conduct that creates an intimidating or hostile work environment for Association employees and/or resident volunteers acting for the benefit of the Association. All complaints shall be reported to the Manager and must be verifiable.

2. **Schedule of Administrative Monetary Penalties**

- 2.1 Speeding, Stop and Yield Sign Violations on Property (all vehicles).
1st Violation: \$25
2nd Violation: \$50
3rd Violation: Lot Owner to appear before Condo Board for further action.
- 2.2 Parking Violations

- 2.2.1 General violations (No parking zone, expired permits, two vehicles on one lot. Parking in red zone, blocking traffic, etc.
1st Violation: \$15
2nd Violation: \$25
3rd and subsequent violations: \$50
- 2.2.2 Handicapped parking violations. All above fined doubled.
- 2.2.3 Parking under private residence awning.
1st Violation: \$25
2nd and subsequent violations: Lot owner to appear before Condo Board for further action.
- 2.3 Maintenance and Upkeep of Lot Violations.
 1st Violation: Warning ticket only. Contacted by telephone if the resident is not in Venture Out. If remedy is not forthcoming within 15 days. Venture Out staff will intervene and costs of service will be assessed to the Lot Owner.
 2nd Violation: \$25 monetary penalty, plus the cost of clean-up services will be assessed.
- 2.4 Pet Violations.
- 2.4.1 Pet not on leash outside of dog walk. First and subsequent violations: \$10
- 2.4.2 Failure to clean up after pet. First and subsequent violations: \$15 and Pet Owner clean up.
- 2.4.3 Use of other Low Owner's property for defecation: First and subsequent violations \$25 and Pet owner clean up.
- 2.4.4 Failure to properly register pet: First violation: Pay registration fee and \$10 fine. Subsequent violations; Lot Owner to appear before the Condo Board for further action.
- 2.5 Physical and/or Verbal Abuse against resident or employee.
1st Violation: \$50 and appear before Condo Board.
2nd Violation: \$50 to \$200 as determined by Condo Board.
3rd and subsequent violations: Fine to be determined by Condo Board.
- 2.6 Fifty-Five (55) Plus Age Violations.
- As of the date of violation as stated on the non-compliance letter from the Board, the following fines will be imposed on the Lot Owner if the Occupants named in the violation continue to reside on the Lot: \$100 per day for the first seven (7) days of violation: \$200 per day for each day thereafter. Notwithstanding the foregoing, the Board may pursue all other remedies, including injunctive relief available under applicable law.
- 2.7 Registration and Name Badge Violations.
 1st Violation: Warning plus payment of any fees due.
 2nd Violation: \$25 fine plus payment of any fees due.
 3rd Violation: \$50 fine plus payment of any fees due.
 4th Violations and subsequent: Minimum of \$50 fine plus payment of any fees due, plus the violator will be requested to appear before the Board.
- 2.8 Lot Sign Violation: First and subsequent violations: \$25
- 2.9 Other Violations of Condominium Documents:

Amended 03.21.13

1st Violation: \$25

2nd Violation and subsequent violations: To be determined by the Condo Board.

Amended 03.21.13

SECTION V PARK MODELS AND RECREATIONAL VEHICLES

1. **Use Restriction.** All Lots, including pull-through spaces, are restricted for use of Park Models and Recreational Vehicles. Truck mounted campers shall not be dismantled. Tent trailers, tenting and overnight sleeping outside the Park Model, Recreational Vehicle or patio enclosure are prohibited.
2. **Recreational Vehicles.** All Recreational Vehicles and any additions thereto shall be of such exterior material and design as that customarily used by recognized manufacturers of such vehicles. A Recreational Vehicle shall not be more than eight feet six inches (8'6") in width and forty feet (40') in length. The total width of the Recreational Vehicle once sited for occupancy, including all tip-outs and/or slide-outs, cannot exceed fourteen feet (14'). For purposes of measuring length, the trailer hitch and/or trailer tongue shall be excluded.
 - 2.1 Any associated second vehicle (tower or being towed) must fit on the lots designated parking area.

Amended 04.02.15

3. **Park Models.** All Park Models being delivered for placement on Lots shall conform to all laws covering park models. Only Park Models of five (5) years of age or less may be brought into the Property. A Park Model shall not be more than forty feet (40') in length nor more than fourteen feet (14') in width including all bays, super bays, etc., and no greater than four hundred (400) square feet nor less than three hundred twenty (320) square feet.

Amended 04.02.15

4. **Permits for Park Models and permanent Recreational Vehicle Installations.** In addition to any permits required by the City of Mesa, a permit must be obtained from the Architectural Inspector prior to:
 - 4.1 installation of a new Park Model or Recreational Vehicle.
 - 4.2 relocating a Park Model or Recreational Vehicle.
 - 4.3 alterations to an existing Park Model or Recreational Vehicle.
 - 4.4 changes to the exterior surface materials of a Park Model or Recreational Vehicle.
 - 4.5 changes to the dimensions of a Park Model of Recreational Vehicle.
 - 4.6 new installation of an air conditioning and/or heating unit.
 - 4.7 new installation of a swamp cooler.
 - 4.8 installation of plumbing and electrical for laundry facilities.
 - 4.9 Initial installation of a water heater.
 - 4.10 Initial installation of a water softener.

A copy of the permit is to be displayed in a visible place while work is in progress. All work is subject to inspection by the Architectural Inspector for compliance with the Condominium Documents. A condition of any permit issued that also requires a City of Mesa permit shall be that no portion of any structure to be constructed or re-constructed upon a Lot will infringe upon an easement and that any existing structure upon the Lot that infringes upon an easement will be

concurrently moved from the easement. Permits require full compliance with current Condominium Documents and the City of Mesa building codes unless the Board approves a specific exception.

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

Amended 04.02.15

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

7. **Air Conditioners.** One air conditioner not to exceed three (3) ton capacity may be installed at or near ground level. It shall be situated so as to provide the least noise disturbance to the neighbors. Evaporative coolers and air conditioners placed on the roof shall be located toward the rear of the Park Model. Coolers and portable air conditioners designed for use in window openings must be placed on the patio side of the Park Model or Recreational Vehicle or at the rear of the patio enclosure. Maximum acceptable allowable noise levels generated by any air conditioning unit shall be 89 dB(A). Measurements to be taken by a qualified technician using a calibrated sound meter at a standard distance of two feet (2') in front of and above the air conditioner unit. The maximum noise level generated by any air conditioner must not exceed 69 dB(A) at the complainant's property line. To meet these requirements, the Architectural Inspector may require relocation of any air conditioning unit and may specify the exact location of new air conditioners. New air conditioning units will be installed only on weekdays. In cases where noise levels are unacceptably high, the Board may require the offending unit be shut off between 11:00 p.m. and 7:00 a.m.

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

Amended 04.02.15

9. **Location and Height Restriction.** Only one (1) Recreational Vehicle or Park Model may be situated on any Lot. It must be located on the principal driveway provided for that purpose and in proximity to the utilities connections. The floor of a Park Model must be a minimum of seventeen inches (17") above grade level. A Park Model may not exceed a height of sixteen feet (16') as measured from the original existing pad on which the Park Model sits. Two-story structures are prohibited. For placement of Park Model on an interior lot see sketches appendix A and B.

Amended 04.02.15

10. **Setback Requirements for Park Models, Recreational Vehicles and Accessory Structures.** The uniqueness of Lots within the Property makes it impossible to establish rules which cover all situations. Prior to the issuing of a permit, the Architectural Inspector must inspect the Lot and provide the Lot Owner specific requirements to insure compliance with both City of Mesa setbacks and utility easements. The following are general minimum setback requirements:
- 10.1 Interior Lots: Park Model or Recreational Vehicle or any other Structure five feet (5') from the rear lot line, zero feet (0') on the non patio side, three feet (3') on patio side, four feet (4') from the inside of the sidewalk. (Property Line)
 - 10.2 Perimeter Lots that back up to the wall.
 - 10.2.1 Park Model or Recreational Vehicle or any other structure must be on the Owner's deeded lot.
 - 10.2.2 Park Model or Recreational Vehicle or any other structure must be a minimum of five feet (5') from the wall.
 - 10.2.3 Park Model or Recreational or any other structure on the non-patio side is zero feet (0'), patio side three feet (3') and four feet (4') from the inside of the sidewalk.
 - 10.3 Corner Lots:
 - 10.3.1 If the Park Model or Recreational Vehicle is positioned other than parallel to the adjoining Park Model or Recreational Vehicle it must be five feet (5") from the lot line in reference to Utility Easements.
 - 10.3.2 The address side of the Park Model or Recreational Vehicle should be four feet (4') from the inside of the sidewalk. (Property Line)
Any setback other than the address side should be three feet (3') from the inside of the sidewalk. (Property Line)

Amended 11.20.14

11. **Gutters and Downspouts.** Standard five-inch (5') gutters and standard two by three inch (2" x 3") downspouts are required on all appropriate sides of new Park Models, new Patio Enclosures and Sheds. All downspouts must drain towards the street so water will not run onto any adjoining property. If a permit is required from the City of Mesa for improvements or alterations to the Park Model or Arizona Room, the above listed gutters or downspouts are required effective the date change was approved.

Amended 03.21.13

SECTION VI STRUCTURES

- 1. **Accessory Structures.** Accessory Structures may be erected on any Lot only so long as they meet the requirements of this Section and other Condominium Documents. Where used herein, the term "patio" means that area authorized to be covered by an awning as described in this Section.
- 2a. **Permits for Accessory Structures.** In addition to any permits required by the City of Mesa, a permit must be obtained from the Architectural Inspector prior to:
 - 2.1 installation or replacement or remodeling of a patio enclosure.
 - 2.2 construction or remodeling of a storage building.
 - 2.3 any other Lot improvement.
 - 2.4 replacement of a driveway.
 - 2.5 installation of an antenna (radio or television) or a satellite dish not complying with Section VI paragraph 11.
 - 2.6 installation of plumbing and electrical for laundry or bathroom facilities.

- 2.7 installation or replacement of retractable or patio awning, louvers or stub walls.
- 2.8 installation of manufactured trellis panels. See Section VII Paragraph 9 for more details.
- 2.9 planting or removal of trees, shrubs or cacti.

A written permit approved by the Architectural inspector shall be required before construction starts for any work that is done. A copy of the permit is to be displayed in a visible place while work is in progress. A condition of any permit issued that also requires a City of Mesa permit shall be that no portion of any structure to be constructed or re-constructed upon a Lot that will infringe upon an easement and that any existing structure upon the Lot that infringes upon an easement will be concurrently moved from the easement. Permits must also require full compliance with current Condominium Documents and the City of Mesa building codes unless a motion of the Board approves a specific exception.

- 2b. **Free standing umbrellas** are allowed in open areas and they must be removed when the Resident is no longer in residence.

Amended 04.02.15

3. **Storage Buildings.** The area of storage building together with the area of a free standing storage cabinet, if previously authorized, shall not exceed one hundred and twenty (120) square feet. A free standing, storage building shall not exceed eight feet (8') in height. No storage building side will exceed fifteen feet (15') in length. All framing will be of metal, in keeping with the following dimensions: minimum width three and one-half inches (3 ½"), minimum 20 gauge, and set at a maximum of sixteen inches (16") on center. Exterior walls will be either new corrugated aluminum panels finished in white or off white, or the same material and finish used by the manufacturer of the Park Model. Should part of the storage building be built under the awning, that portion may be enclosed to utilize the awning as a roof. The walls outside the awning may be of the same height as the walls within the awning area provided the slope of the added roofing required conforms with the angle of the awning both to the side and rear. Under no circumstances will the height of a storage building exceed that of an awning. The roof, for a free standing unit, or any portion beyond the awning, will be covered with aluminum roofing material. The exterior roof edge of a storage building that extends beyond an awning, may be finished with fascia, in keeping with that of an awning.

Amended 04.02.15

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

Amended 04.02.15

5. **Patio Enclosure/Arizona Room Awnings.** A manufactured retractable awning may be attached to the front of a Patio Enclosure provided that: the width is no greater than fourteen feet (14'); it will not extend beyond the patio or deck; it will not extend over the driveway; and it will not encroach upon the setbacks. In the case of a corner Lot, it may be attached to the front door and/or sides of the Park Model. In the case of multiple awnings, all must match in design and color.

6. **Free Standing Awning.** A free standing awning may be erected over the patio area. It shall not exceed more than thirteen feet (13') in height and fourteen feet (14') in width.
7. **Commercial Doors.** Commercially made doors of glass or plastic may be installed at the rear of the patio when the area between the Park Model and the storage building is enclosed. Open space between the door frame and the storage building, between the top of the door and the awning, or between the top of the storage building roof and the outer edge of the awning may be filled by transparent plastic or glass framed in extruded aluminum.
8. **Patio Enclosure/Arizona Room.** A patio enclosure may be erected to enclose the patio adjoining the Park Model. It shall be constructed of steel studs and shall be clad with corrugated aluminum panels finished in white or off white, or the same material and finish used by the manufacturer of the Park Model to which it is attached. At least sixty-five percent (65%) of the surface area of the front wall shall be open below a height of six feet eight inches (6'8") from finished floor grade. The window area and any open area above may be covered with screen mesh, plastic panels or mineral glass. Glass located within twenty-four inches (24") of a doorway or eighteen inches (18") of a floor, must be tempered glass. Any commercially manufactured door not constructed of wood, may be used in an entranceway, provided it is at least six foot six inches (6'6") in height and thirty inches (30") in width. The patio enclosure is limited to a maximum size of four hundred (400) square feet, excluding storage building size, if any part of the storage building is located under the awning and forms part of the enclosure. Structural modification, such as relocation or size alteration of doors or windows of the Park Model is permitted only if it meets City requirements. A patio floor may be raised above ground level to a maximum height level with the floor of the unit. A hard-wired smoke alarm with battery backup shall be installed within a patio enclosure. All flooring and sheeting materials must be fire rated. It is permitted to have a four inch (4") overhang plus the rain gutter on the three foot (3') setback side.

Amended 04.02.15

9. **Stub Walls and Deck Railings.**

- 9.1 Stub walls not exceeding thirty-two inches (32") in height from grade level, constructed of masonry, metal or other suitable materials approved by the Board of Directors, may be placed around the patio or as an adjunct to the landscaping décor.
- 9.2 One hundred percent (100%) of Deck railings must be seventy-five percent (75%) visually open and a minimum of thirty-six inches (36") and a maximum of thirty-eight inches (38") high, and be in compliance with the City of Mesa building codes in effect at the time the permit is issued. A stub wall (or a full wall) may be constructed on the 3' easement side of decks between park models. It may not protrude beyond the front of the park model or into an easement. Deck railings must be used for the portion of the deck that faces a sidewalk (for both regular and corner lots.)

Amended 04.02.15

10. **Louvres.** Metal Louvers and cloth awnings attached to the awning supports at the front, side and/or rear of the awning shall not extend outward at a greater angle than 45 degrees (45) from vertical and no farther than thirty inches (30") from the vertical plane which includes the point of attachment to

the awning supports. They shall not extend beyond the ends of the awning at the point of attachment. Louvers at the side of the awning shall not encroach on the three foot (3') setback from the Lot line.

11. **Antennas.** Satellite Dish. TV and radio antennas may be mounted at the rear of the Park Model or Recreational Vehicle, the attached awning or the storage building. Free standing antennas are prohibited. If a satellite dish is used, it must be mounted in the least visible location, as near as possible to the rear of the Lot, and its bottom edge shall be no more than six inches (6") higher than the roof of the Park Model or Recreational Vehicle.
12. **Reasonable Accommodations.** If a Lot Owner or Occupant has a mental or physical impairment that substantially limits a major life activity, any structure erected in accordance with these rules may, at the Lot Owner's or Occupant's expense, be reasonably modified, if necessary to afford the person full enjoyment of the premises. If a Lot Owner desires to reasonably modify (any structure erected in accordance with these rules), as set forth above, Lot Owner must obtain written approval from the Board of Directors.
13. **Bathroom Facilities.** Installation of any toilet in a patio, enclosure or storage building must be connected to sewer only on the Lot Owner's sewer line. It may not be connected to any adjoining Lot.
14. **Laundry Facilities.** Installation of laundry equipment is permitted within a storage building or patio enclosure. Such installations must be approved in advance by the Architectural Inspector and require a City of Mesa permit for necessary plumbing, electrical or mechanical work.
15. **Setback Requirements.** All accessory Structures must comply with the set-back requirements in Section V.
16. **Non-conforming Structures.** Any permit issued for the building of a non-conforming structure must be approved by the Board of Directors and will only be approved at a regular Director's meeting held in the period of November 1st to March 31st.

SECTION VII LOT USE

1. **Lot Use.** No person shall use any Lot or portion thereof in any manner contrary to or not in accordance with the Rules and Regulations pertaining hereto.
- 2a. **Signs.** Signs pertaining to the lease, sale or rental of land or building shall be as follows:
 - 2.1 One (1) non-illuminated sign per street frontage shall not exceed forty-eight (48) inches in maximum height and shall not exceed six (6) square feet in total.
 - 2.2 A sign containing the Lot number must be placed on the Lot so as to be clearly visible to security and emergency personnel. (Listing the name is optional.)
 - 2.3 Renter's names cannot cover the Lot number.

Amended 01.17.13

If a resident wants to change the information on their sign, there is a schedule of changes in the

administration office. The renter must comply with the following:

1. Renters are not to deface the lot owner's name sign with any type of adhesive materials. There will be a charge if the sign is defaced.
2. The owner's sign may be covered with the renter's sign, indicating the renter's name, home State/province and lot number.
3. The renter's sign must be approximately the same size as the permanent lot sign.
4. Temporary signs of this nature may be hung over the permanent sign.
5. Temporary signs of this nature are not to be placed in any other location on the lot.
6. A renter, when leaving a lot, must restore the owner's sign to its original condition.

Amended 04.02.15

3. **Clean Condition.** The Lot Owner and Occupant is responsible that all parts of the Lot are maintained in a clean and sanitary condition, and that no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. Trees on private property belong to the Lot Owner and will be removed. If necessary, at the Lot Owner's expense. However if, for whatever reason, the Association finds it necessary to remove a park-installed tree in the rear easement of a private Lot, it will be done at the Association's expense. Clothes lines are not allowed in the Property.
4. **Rate of Insurance.** Lot Owners shall not permit or suffer anything to be done or kept in or on the Lot which will increase the rate of insurance on the Property, as defined in the Declaration or which will obstruct or interfere with the rights of other Unit Owners.
5. **Garbage Cans.** Replacement of damaged or otherwise unserviceable garbage cans is the responsibility of Venture Out Resort.

Amended 04.02.15

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

Amended 12.10.15

7. **Amateur radio operators.** Amateur radio operators must follow FCC procedure for tuning the Antenna, and use a headset when transmitting by code between 10:00 P.M. and 7:00 A.M. Antenna shall not exceed twenty-five feet (25') above roof of the Park Model.
8. **Fireplaces, Pellet Stoves, Open Fires.** Lot Owners are prohibited from having a fireplace of any nature other than an electric fireplace or a portable barbecue.
9. **Trellises.** Use of manufactured trellis panels is permitted only with approval permit. Planned use must comply with all other Rules and Regulations including implementation guidelines adopted by

the Board.

10. **Propane Tanks.** Upright (#100) propane tanks must stand on a level concrete pad or paving block, be secured by a chain or strap to prevent the tank from being knocked over and be fitted with a cap or collar to protect the valve. Tanks should be moved or handled only by the propane service employee. Tanks no longer in use should be removed from the property. Propane tanks, including those on portable barbecues, are not to be stored in any structure. Valves should be securely closed except when in use.

SECTION VIII USE OF COMMON ELEMENTS OR PROPERTY

1. **Use and Care of Common Elements.** No person shall use the Common Elements or any part thereof in any manner contrary to, or not in accordance with the Rules and Regulation pertaining thereto. Each user of the Common Elements agrees to exercise care in the use of the same, and to prevent damage or loss thereto.
2. **Rental of Lots.** Any Lot Owner who rents or causes such Owner's Lot and related Park Model or Recreation Vehicle to be rented shall forfeit such Owner's right to use the Common Elements, the renter agrees, the Lot Owner may use the storage space owned by the Association in lieu of the Renter. Such rights are not forfeited as to other Lots owned by the Owner but not rented. The foregoing does not prevent an Owner from entering the Property to inspect such Owner's Lot and related Park Model or Recreation Vehicle.
3. **Roller Skates/Skateboards.** Use of roller skates, skateboards or similar equipment within the Property is prohibited.
4. **Solicitation.** Door to door solicitation by commercial vendors or Owners or Occupants shall be prohibited within the Property unless prior approval has been obtained from the Board of Directors or its designated authority.
5. **Forfeiture of Right to Use.** Any Lot Owner or Renter who is violation of the Condominium Documents shall forfeit his/her right to use the Common Elements, including the recreational facilities and right to participate in special events during the period of time that the Board of Directors determines that such Lot Owner or Renter is in violation. Such violations applicable to forfeiture of the right to use the Common Elements shall include: persistent non-payment of assessments or any other monetary obligations; failure to appear at a hearing arranged by the Board of Directors regarding that Lot Owner's or Renter's violation; non-monetary infractions of Rules of the Association; and any other matter which the Board of Directors determines warrants such sanction. Notwithstanding the foregoing, no Lot Owner or Renter shall forfeit the use of the streets within the Property included in the Common Elements for access to their owned or rented Lot except during the time period that such Lot Owner or Renter has no legal right to occupy such Lot due to that Lot Owner's or Renter's violation of the Condominium Documents.
6. **Motor Vehicles.**
 - 6.1 The speed limit in the Property is ten (10) miles per hour. All motorized means of transportation, gas or electric and bicycles, are governed by our speed limit. All must yield

to pedestrians.

- 6.2 Daytime or evening parking shall be permitted on the streets (including the center of that portion of Aztec Boulevard having no islands or median strip) and in the area of the Community Center in areas marked for that purpose.
- 6.3 There shall be no parking between 1:00 A.M. and 5:00 A.M. on the streets nor in the vicinity of the Community Center with the following exceptions:
 - 6.3.1 Residents shall be allowed to park Recreation Vehicles on the street during the hours of 6:00 A.M. to 6:00 P.M. Slide-outs may be out temporarily for loading and unloading provided they will not be left unattended.
 - 6.3.2 Overnight Guests may park in parking areas in the Common Elements designated by the Security Office. Lot Owners and Renters are prohibited from parking overnight in the Common Elements unless authorized by Security.
- 6.4 No parking is permitted at any time in areas clearly marked on the curb line by red paint.
- 6.5 Vehicles shall be parked on residential streets in such a way that large emergency vehicles would be unable to pass.
- 6.6 Vehicles to be driven on Property must be roadworthy, currently registered and contain required proof of financial responsibility. Operator must be properly licensed. Golf cars should carry their own insurance or be adequately covered under a home owner's or similar insurance policy. Operators of golf cars must be at least sixteen (16) years of age.
- 6.7 Parking of a motorized vehicle with an internal combustion engine under any awning or within any accessory structure is prohibited.
- 6.8 All golf carts in the Property are to be registered with a prominently displayed decal.
- 6.9 A golf cart or motorcycle's status is determined by its title, not by its registration. That is ATV/utility vehicles and other internal combustion powered vehicles are not to be classified as motorcycles or golf carts for the purpose of parking with Venture Out. These vehicles will be classed as cars or trucks and therefore, must follow the one vehicle per lot parking restrictions (corner lots, if laid out properly, may have two parking spots).

Amended 01.23.14

7. **Swimming Pools.**

- 7.1 No lifeguard is on duty. Users of the pool facilities do so at their own risk. Use of the pools by a single individual, when no other residents are present is discouraged.
- 7.2 Name badges must be available to be shown upon request, when using swimming pools or other facilities within the pool enclosure.
- 7.3 Individuals must shower before entering the pools or hot tubs. If suntan oil/lotion or sunscreen has been used, it must be thoroughly removed using soap.

- 7.4 Pool hours for persons under sixteen (16), or for various activities, are subject to change without advance notice. These pool hours are scheduled by the Manager or the Activity Director and will be posted at each pool entrance and/or listed in the Venture Out-Lines weekly schedule.
- 7.5 No balls, snorkels or swim fins are allowed in the pool except as part of an approved, organize activity. Swim aids and toys are permitted during children's scheduled times.
- 7.6 Food, chewing gum and drinks are prohibited within ten feet (10') of the pools or hot tubs. Smoking is prohibited within the confines of the fences surrounding the swimming facilities.
- 7.7 Glass (excluding eye wear), ceramics and other breakable items are prohibited within the fenced area.
- 7.8 No running, pushing, horseplay or irresponsible behavior is allowed in the pool area.
- 7.9 No person under sixteen (16) may enter any pool or hot tub unless accompanied by a responsible adult.
- 7.10 Commercially approved swim diapers for children not toilet trained, and adults who require them, are permitted for using in the swimming pools.

Amended 02.09.12

- 7.11 No cutoffs or clothing other than normal swimming attire shall be worn while in the pools or hot tubs.
- 7.12 Jumping or diving into the pools is prohibited.

8. **Exercise Room Rules.**

- 8.1 Always consult with your physician prior to the start of any exercise program.
- 8.2 The EPC is for use by the residents and their guests. Badges must be worn at all times.
- 8.3 Users must be 16 or older to use the exercise equipment. Fourteen (14) years of age and up are allowed to use the exercise equipment only with direct adult supervision.
- 8.4 Read all the posted instructions before using any piece of equipment. If you do not know how to use the equipment, do not use until properly trained.
- 8.5 All exercise equipment must remain in place.
- 8.6 Please notify the Activity Office immediately if any equipment is malfunctioning.
- 8.7 No food or beverages other than water are allowed on the exercise floor.
- 8.8 Venture Out at Mesa, Inc. reserves the right to prohibit use of the EPC by any individual who fails to comply with normal safety precautions and posted policies.

8.9 Use all equipment at your own risk.

Amended 10.30.14

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

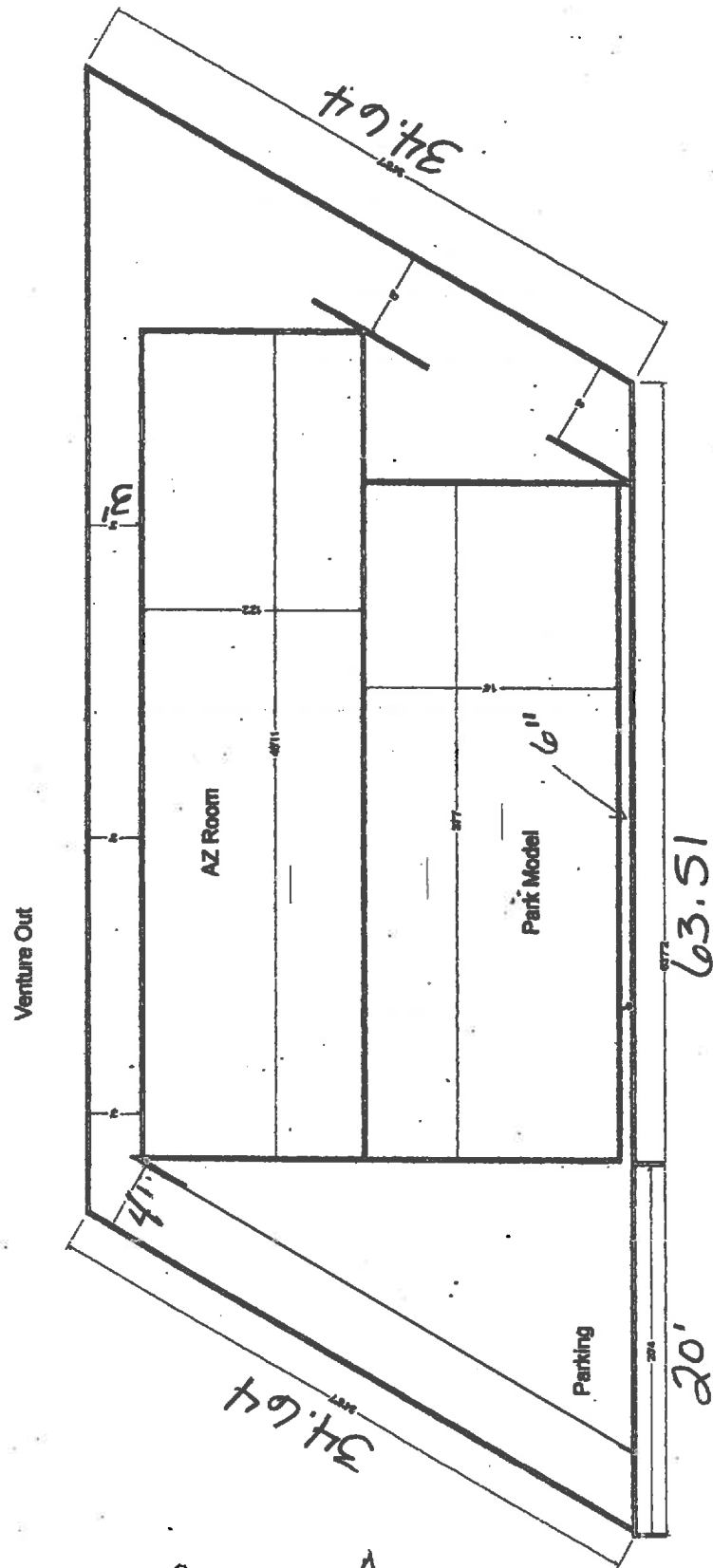
Amended 10.30.14

10. **Food and Beverages.** No food or beverages shall be permitted in the Library area of the Community Center.

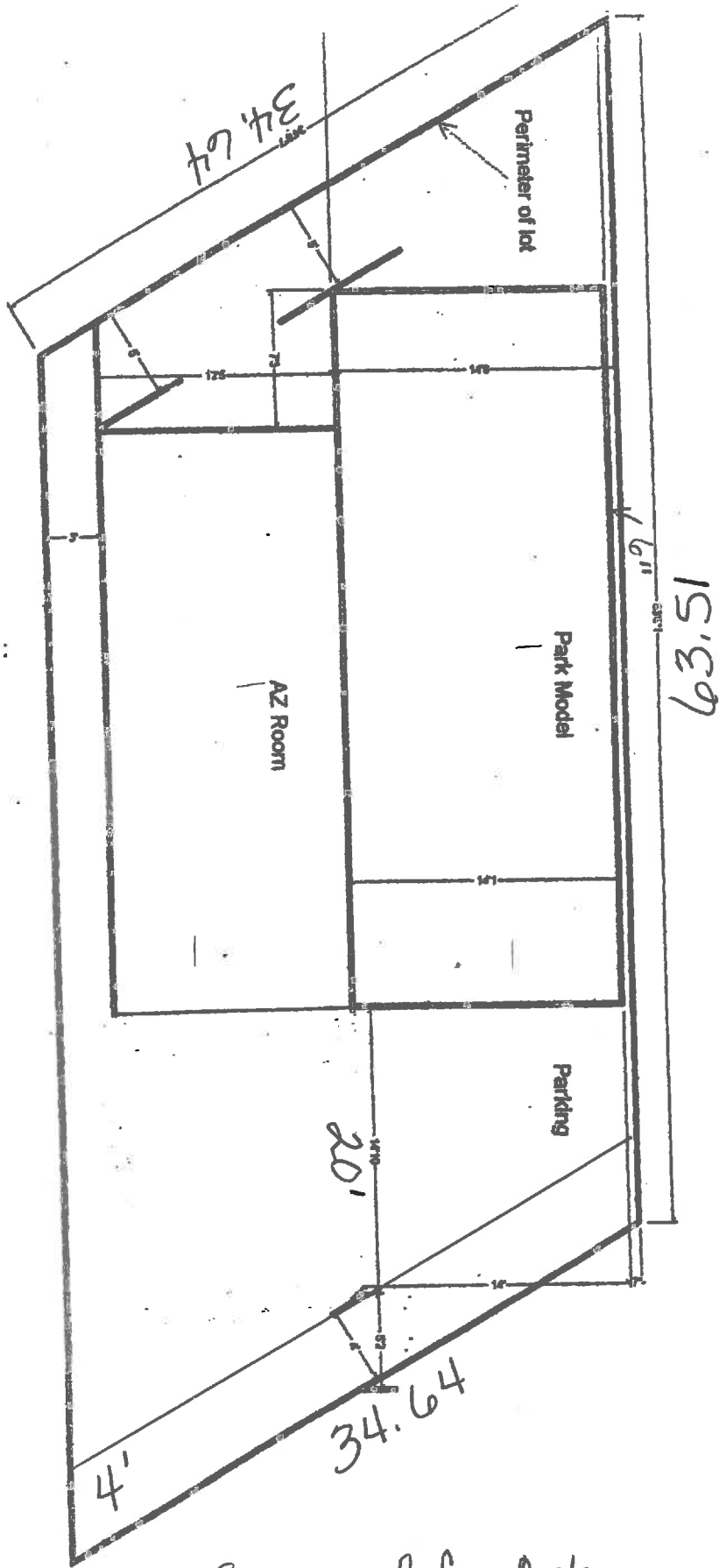
11. **Bicycles and Pedestrian Operation in Venture Out.**

- a) The state of Arizona Revised Statutes containing the laws governing Pedestrian and Bicycle traffic on roadways are included herein by reference.
- b) Bicycles or their operators moving about from dusk to dawn shall use a light that shines to the front and a light that shines to the rear, preferably white to the front and red to the rear. They may be blinking or solid lights.
- c) Bicycles are to operate with the flow of vehicle traffic.
- d) Pedestrians moving at night on the streets shall use a light that shines bright enough for others to see, forward and aft.
- e) Pedestrians are to walk facing traffic.

Amended 02.02.12



SKETCH A
 All but Aztec



SKETCH B for Aztec