



Rancho Sahuarita Village Program Association

Community Guidelines

Approved by the RSVP Board of Directors

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Rancho Sahuarita Village Program Association Community Guidelines

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Rancho Sahuarita Village Program Association Community Guidelines

Section 1.0 - General Provisions

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- 1.3 Covenant Committee Authority
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GENERAL PROVISIONS

1.1 Introduction

The Governing Documents create a general plan of development for Rancho Sahuarita Village and is a collective term referring to the CC&R's and any applicable Supplemental Declaration, the By-Laws, the Articles, the Design Guidelines, and the Use Restrictions, as they may be amended.

These Community Guidelines have been adopted in compliance with the rule-making protocol in Section 3.2 of the CC&R's for amendments to the Use Restrictions for Rancho Sahuarita Village Program Association (herein referred to as RSVP).

1.2 Executive Community Director

Subject to the general control and supervision of the Executive Community Director the staff shall have the authority to make limited adjustments to the general operations for all facilities, including Common Area as it relates to the anticipation and / or resulting from a holiday, special event, safety issues, or injury or damage resulting from use.

1.3 Covenant Committee Authority

The Covenant Committee authority is per the By-Laws, Article V, Section 5.2. The Covenant Committee shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to the By-Laws, Article III, Section 3.24.

1.4 Board of Directors Authority

The Board of Directors authority is per the RSVP By-Laws. With respect to the By-Laws, Article III, Section 3.17, the Board shall have all the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, the By-Laws, the Articles, and as provided by law. The Board shall constitute the Board of Appeals for decisions made by the Covenant Committee per the By-Laws, Article III, Section 3.24 (c).

1.5 Effective Date of Provisions

These Community Guidelines shall take effect and be in force on and after 30 days following the date of adoption. The Board has the right to adopt additional rules and/or to amend the rules regulating the use and enjoyment of the Common Area and impose reasonable membership requirements and charge reasonable admission fees. Additional authority and responsibilities of the Board are recorded in the CC&R's and the By-Laws.

1.6 Interpretation

In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions, and/or the provisions of any other articles of incorporation, By-Laws, rules or policies, the Governing Documents shall control per the By-Laws, Article VI, Section 6.3.

Section 2.0 General Guidelines

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2.1 Membership

Rancho Sahuarita Village and Program Association (RSVP) consists of those Owners within the boundaries of Rancho Sahuarita and as an Owner you are automatically a Member of RSVP. RSVP has several purposes of which one is to ensure high quality maintenance of all common areas and amenities in order to provide for the use and enjoyment of its Members.

In order to preserve these benefits, certain limitations and restrictions are placed on the Members. The terms Owner and Member may be used interchangeably in this document.

Every Owner is a Member of the Association per the CC&R's, Article VI, Section 6.2. An Owner shall include any Person who holds record title to a Unit in joint ownership or as an undivided fee interest, per the CC&R's, Article II, Section 2.22.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, Lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Unit shall be deemed to have assigned all such property rights of the Lessee of such Unit, per CC&R's, Article XI, Section 11.1.

2.2 Owner Registration

Prior to accessing Club Rancho Sahuarita and other gated facilities, Owners are required to register their household at Club Rancho Sahuarita. Upon the completion and verification of the registration process, Club Access Cards are issued to members of the household, ages 13 and older. All residents, age 13 and older must present their own Club Access Card upon entering the Clubhouse facilities and amenities.

Owner Registration requirements:

1. Owner must provide proof of one of the following:
 - a. Warranty Deed
 - b. Deed of Trust
 - c. Estimated HUD settlement statement
 - d. Tax Statement
 - e. Assessor Records
2. Owner must sign the Liability Waiver.
3. Owner to provide a government issued photo ID.
4. Owner must complete the Registration Form and show proof of residency for each person listed, including immediate family members and household Occupants. Two (2) forms of documentation are required for family members and/or Occupants 17 and under. Children not yet school age need only one form of documentation. Three (3) forms of documentation are required for family members and/or Occupants 18 and older AND 2 of these forms of documentation must include a Rancho Sahuarita address. Documentation may include:
 - a. School transcript with address
 - b. Court document/custody papers/legal guardian
 - c. Birth certificate
 - d. Adoption papers
 - e. Notarized power of attorney
 - f. Current driver's license
 - g. Government issued photo ID
 - h. Current billing statement from local utility (Gas, Electric, or Water)
 - i. College transcript
 - j. Major credit card billing statement
 - k. Car insurance billing statement
 - l. DMV automobile registration
 - m. Cellular phone billing statement
 - n. Paycheck stub
5. All information for the property must be confirmed and verified before Club Access Cards are issued.
6. Photos will be taken upon pick up of Club Access Cards.
7. Falsification of resident status may result in the suspension and/or termination of Club access for that property and may result in fines imposed on the property.
8. Owner files may be audited from time to time to update records to ensure accuracy. An audit may also be performed on a suspicion basis or also on a random basis. Additional information or proof of residency and Occupant status may be required by Owners and/or Lessee(s) at the time the Owner file is audited.
9. Special circumstances must be placed in writing to the Management Company for consideration.

2.3 Lessee (Tenant) Registration

Owner Responsibility:

1. An Owner who leases his / her Unit shall be deemed to have assigned all such property rights of the Lessee of such Unit.
2. Owner will verify and confirm Lease Agreement with RSVP.
3. The Owner is responsible for his or her Lessee(s) compliance with all provisions of the RSVP Governing Documents. Penalties and other actions to correct violations will be assessed against the Owner of the Unit.
4. The Owner is responsible for payment of assessments. Failure to pay the assessment will result in a notice of lien and /or further proceedings, and may result in suspension of rights to use recreational facilities.

Lessee Registration Requirements:

1. The Lessee is the tenant(s) of the Owner of the Unit.
2. Lessee must provide a fully executed Lease (minimum of 4 months) which must name all household members or total occupancy of the household.
3. Lessee must sign the Liability Waiver.
4. Lessee to provide a government issued photo ID.
5. Lessee must complete the Registration Form including signatures of the Lessee.
6. Lessee must complete the Registration Form and show proof of residency for each person listed, including immediate family members and household Occupants. The total number of family members and household Occupants must be in conformance with the Lease Agreement. Two (2) forms of documentation are required for family members and/or Occupants 17 and under. Children not yet school age need only one form of documentation. Three (3) forms of documentation are required for family members and/or Occupants 18 and older AND 2 of these forms of documentation must include a Rancho Sahuarita address. Documentation may include:
 - a. School transcript with address
 - b. Court document/custody papers/legal guardian
 - c. Birth certificate
 - d. Adoption papers
 - e. Notarized power of attorney
 - f. Current driver's license
 - g. Government issued photo ID
 - h. Current billing statement from local utility (Gas, Electric, or Water)
 - i. College transcript
 - j. Major credit card billing statement
 - k. Car insurance billing statement
 - l. DMV automobile registration
 - m. Cellular phone billing statement
 - n. Paycheck stub
7. In the event a lease expires, the Owner and Lessee must provide an updated Lease Agreement or addendum showing the new expiration date. An alternative to this would be to show proof of a current local utility bill on a month to month basis.

8. When a Lessee wants to add an additional person to the Lease, an Addendum to the Lease is required.
9. All information for the property must be confirmed and verified before Club Access Cards are issued.
10. Photos will be taken upon pick up of Club Access Cards.
11. Falsification of resident status may result in the suspension and/or termination of Club access for that property and may result in fines imposed on the property.
12. Owner files may be audited from time to time to update records to ensure accuracy. An audit may also be performed on a suspicion basis or also on a random basis. Additional information or proof of residency and Occupant status may be required by Owners and/or Lessee(s) at the time the Owner file is audited.
13. Special circumstances must be placed in writing to the Management Company for consideration.

2.4 Property Record Changes and Access Card Replacement

1. Record Changes
 - a. Owner will be charged a \$50 Rental Transfer Fee for each change to a property record. There is a limit of 3 transfers per calendar year.
(Revised/Effective May 16, 2016)
2. The Owner and/or Lessee must fill out an Add/Change Form for all Occupants added or removed from a property.
 - a. All Occupants added by the Add/Change Form maybe required to renew their status at the time of lease renewal or at the discretion of management by showing proof of residency in accordance with the documentation requirements. All Occupants added by the Add/Change Form must provide proof of residency. Removing an Owner from your account may require additional documentation.
 - b. Exceptions are marriage, children by birth or adoption.
 - c. In addition to completing an Add/Change Form, an Addendum to the Lease is required.
3. Replacement Club Access Cards are \$3.00 per Card. If Club Access Cards no longer scan, they will be replaced at no charge.

2.5 Guest Policy

1. Guests are those persons who are not an Owner, Lessee or Occupants who reside with an Owner or Lessee.
2. Guest passes may be purchased at the Clubhouse. Guest passes must be purchased for use at other gated facilities. Guest passes are non-refundable and have no cash value.
3. Individuals redeeming the Guest Pass must be accompanied by a Club Access Card Holder, 18 years or older, at time of sign in. Guests are required to sign a Liability Waiver at time of sign in before using the facilities.
4. Five (5) Guests per Unit may be permitted use each day, provided the Member is in possession of a RSVP Club Access Card and in good standing with the Association. The number of Guests permitted may be limited on certain days, or on seasonal high-usage days as determined by the Board or staff.
5. Members, Lessee(s), and Occupants of a Unit and their Guests shall comply with the Governing Documents of the Association.

6. Guest Pass Fees are:
 - a. Adults (13 and up) = \$10/day
 - b. Children (ages 4 to 12) = \$5/day
 - c. Children three and under are free.

6. Passes at discount fees are available for bulk purchase.
 - d. No refunds are available. Guest Passes have no cash value.
 - e. Fees are subject to change without written notice.
 - f. Other fee programs may be offered from time to time subject to Board approval.

7. Guest Combination Prices:
 - a. 20 - Pass Adult -- \$75.00
 - b. 20 - Pass Child -- \$37.50
 - c. 10 - Pass Adult -- \$50.00
 - d. 10 – Pass Child -- \$25.00

These passes will be good for six months from date of purchase, and are non-refundable. These passes may be electronic or physical bar code or punch cards, or may be electronically registered on appropriate member relations software. Staff will attempt to administer one waiver check-in per guest as possible and appropriate.

2.6 Barcode / Parque Del Presidio and Parque Del Rio

In order to access pools at these park facilities, a Club Access Card must be scanned at the Clubhouse at the beginning of each month to receive that month's access code. Club Access Cards may be scanned provided the Member, Lessee or Occupant has a current Club Access Card, and their homeowners association account is in good standing.

2.7 Clubhouse Liability Waiver

All Owners and Lessees will be required to sign a Liability Waiver upon registration. Guests will be required to sign a Liability Waiver each time they use the Clubhouse amenities. Guests must be accompanied at the time of sign in by a Club Access Card Holder, 18 years or older.

Section 3.0 Clubhouse Guidelines

- 3.1 General Operating Hours
- 3.2 Facility Entrance Criteria
- 3.3 Fitness Center
- 3.4 Kids Club / Pre-Teen Room
- 3.5 Kids Club / Kids Time

3.1 General Operating Hours

Hours of operation are as follows and may vary from time to time dependent upon RSVP programming. Any changes to hours of operations will be posted. Refer to Recreational Guidelines for Aquatics for Water Park, Pools and Spa hours.

Clubhouse:

Monday –Friday: 5:00 am –10:00 pm
Saturday: 7:00 am – 9:00 pm
Sunday: 8:00 am – 8:00 pm

Clubhouse Closed on Thanksgiving, Christmas Day and New Year’s Day and may close early on Christmas Eve and New Year’s Eve due to scheduled events.

Kids Club:

Pre-teen: Monday – Friday: 3:00 pm – 8:00 pm
Saturday: 8:00 am – 7:00 pm
Sunday: 10:00am-7:00pm
Holidays and summer hours may vary

*Kids Time: Monday – Friday: 8:00 am - 12:00 pm
Monday-Thursday: 3:00 pm - 8:00 pm
Saturday: 8:00 am - 12:00pm
Sunday: Closed

*Fees apply. \$3.00 per child, per hour with a maximum limit of 2 hours.
Fees are subject to change without notice.

Kids Time may have limited hours on Christmas Eve and New Year’s Eve. Reservations may be required in advance for holiday schedule.

Train: Saturday and Sunday: 11:00 am - 3:00pm
Tricycles: Saturday and Sunday: 3:00 pm - dusk

Mini Golf is available by request at the Greeting Desk during the week anytime up to dusk or by request at the Kids Club during Pre-teen operating hours until dusk.

3.2 Facility Entrance Criteria

1. An Owner(s), Lessee(s), and all Occupants (proof required) at a Unit with the Owner or Lessee, within the Rancho Sahuarita Village Program Association, is permitted to use the facilities.
 - Owner: The record holder of legal title in any Unit; an Owner shall include any Person who holds record title to a Unit in joint ownership or as an undivided fee interest.
 - Lessee: The tenant(s) of the Owner of the Unit. An Owner who leases their Unit to a Lessee will temporarily transfer their rights to use of facilities and amenities to their tenant.
 - Guest: Guest(s) are those persons who are not an Owner, Lessee or Occupants who reside with an Owner or Lessee.
2. All Owners, Lessee(s), and Occupants, (13 and older) must present their own Rancho Sahuarita Club Access Cards at the Greeting Desk.
3. Children 12 and under are not allowed in the clubhouse unsupervised. They must be accompanied by a Member, Lessee, Occupant or Guest who shall be at least 16 years old.
4. Individuals redeeming the Guest Pass must be accompanied by a Club Access Card Holder, 18 years or older, at time of sign in. Guests are required to sign a Liability Waiver at time of sign in before using the facilities.
5. Five (5) Guests per Unit may be permitted use each day, provided the Member is in possession of a RSVP Club Access Card and in good standing with the Association. The number of Guests permitted may be limited on certain days, or on seasonal high-usage days as determined by the Board or staff.
6. Members, Lessee(s), and Occupants of a Unit and their Guests shall comply with the Governing Documents and Guidelines of the Association.
7. All residents, Lessee(s), Occupants of a Unit, and their Guests are expected to conduct themselves in a mature and responsible manner while using the premises.
8. Abusive/offensive language, fighting and/or other disruptive behavior is not tolerated and the offender will be asked to leave.
9. No person shall carry and/or discharge any weapons and/or firearms.
10. Failure to pay assessments/fees may result in suspension of rights to use recreational facilities.

3.3 Fitness Center

1. All residents must sign in at the front desk with their club cards prior to each workout. No Exceptions.
2. No residents are allowed behind the desk for any reason, including checking out equipment. All equipment checked out must also be returned.
3. Cardio equipment is available on a first come, first serve basis.
4. Use discretion during high traffic periods, limiting your use of cardio machines to 30 minutes.
5. Use courtesy and allow others to work in sets during your workout.
6. Limit super set groups to no more than two people and two pieces of equipment at one time. Tri-sets and Giant-sets are not permitted.
7. Wipe off all machines after use.
8. All free weight equipment must be racked properly after use.
9. All fitness center equipment (i.e. balls mats, cable attachments and bands) must be returned to its designated area.
10. No dropping or slamming weights at any time.
11. No cell phone use on the fitness floor.
12. Club Rancho Sahuarita is a family environment. Proper work out attire is mandatory. No swimsuits or sandals are permitted. Shirts and appropriate footwear must be worn at all times. Exposed Mid drifts and sports bras are not permitted.
13. No food or drink is permitted on the fitness center floor, except bottled water.
14. Adhere to all safety measures outlined on exercise equipment.
15. Lockers are provided for day use only.
16. All equipment must remain in the fitness center (no outdoor use).
17. Professional trainers are permitted to train residents only with prior written approval by RSVP management.
18. Report all malfunctions of exercise equipment to staff.
19. RSVP is not responsible for lost or stolen items.
20. Residents 16 years of age and older are permitted use of exercise equipment.
Residents 13-15 years of age may use the fitness center with *adult supervision.
*Adult supervision (18 years of age or older) is defined as maintaining a distance of not greater than arm's length of the child.
21. No inappropriate language, lude conduct, physical gestures or intimidating behavior will be tolerated.
22. No moving cardio or circuit training equipment on the fitness center floor.
23. Television, music and volume levels in the fitness center are set to predetermined stations and will not be randomly changed without management approval.
24. Olympic-style lifts and dead lifts are only permitted on the designated lifting platform with rubberized plates only.
25. Clips must also be used on all overhead lifts.
26. Usage of walkways for exercise (lunges, sidesteps, ground work, etc.) is prohibited.
27. Any activities viewed by the management team to be potentially unsafe or hazardous will be deemed prohibited.

Staff is provided as a service to our Members. The rules below have been established to help keep children safe and occupied while Adults enjoy their workout. Please treat the Staff with respect and know they have your child's best interest in mind.

3.4 Kids Club / Pre-Teen Room

1. Pre-teen room is designated for ages 6 through 12. Children need to be checked in by a member or guest that is at least 16 years of age and all appropriate paperwork must be filled out.
2. The member or guest checking in the child/children must have a Club Access Card or have a Guest Pass. Staff members may request collateral upon Check in such as keys, or club access cards. Collateral will be returned at the time of checkout.
3. The member or guest that checks in the child/children must check them out, unless previously arranged upon check-in.
4. Member and/or guest must remain on the premises while children are in the Pre-teen room. (If member or guest would like to run around the lake, please notify monitor first and leave a cell phone or emergency number with the monitor.)
5. Any children under the age of 6 are not allowed unless accompanied by a member or guest 16 years of age or older.
6. Children are not allowed to leave the Pre-teen room.
7. Children under 12 are not allowed to golf without the supervision of a member or guest 16 and over.
8. No food or drinks allowed.
9. If your child/children show symptoms of illness they are not allowed to use the Pre-teen room.
10. Should your child become ill while attending the Pre-teen room, you will be notified immediately.
11. RSVP is not responsible for personal belongings. No personal video games allowed.
12. Children who fail to follow the Pre-teen rules will be given a warning. Additional instances or reoccurrences may result in further action.
13. Parents are to review the rules with their children before permitting them to use the recreation room.
14. Aggressive behavior will not be tolerated.
15. No wet or improper clothing may be worn if one is to remain in the Pre-teen room. Shirts and shoes are required.

3.5 Kids Club / Kids Time

1. Kids Time is designated for children 4 months to 7 years of age. Children need to be checked in by a parent or designated guardian.
2. The parent or designated guardian checking in the child/children must have a Club Access Card.
3. Resident must pay a \$3 fee per child, per hour with a maximum stay of 2 hours.
4. The parent or designated guardian that checks in the child/children must check them out, unless previously arranged upon check-in.
5. Parent or designated guardian must remain on the premises while children are in Kid's Time.
6. If the child is a resident and is an established user of Kid's Time, then they may be brought in by someone other than their parent. However, children who are non-

residents may not use Kid's Time. The non-parent resident who is bringing in the child should have a written note from the parent authorizing the substitution and changes to their Kid's Time account (if applicable).

7. No outside food is permitted only drinks in a labeled spill proof sippy cup.
8. Payment of fees is due at the time of child pick-up. Pre-paid accounts allow you the opportunity to make reservations up to 3 days in advance.
9. Residents will be charged for a full hour if more than 10 minutes late.
10. Cancellations should be called in 30 minutes prior to reserved time.
11. If more than 10 minutes late you may lose your spot unless there is availability and are charged for an additional full hour.
12. If your child/children show symptoms of illness they are not allowed to use the Kids Time.
13. Due to sanitation and child supervision issues, parents are required to change diapers in the changing station provided. Parents must supply their own diapers, wipes and bottles.
14. If a child hits, bites, pushes, bullies or uses foul language they may be suspended from Kid's Time temporarily or indefinitely at the discretion of the staff.
15. For safety purposes, RSVP reserves the right to limit the number of children.
16. RSVP is not responsible for personal belongings. Label all belongings including diaper bags, clothing, bottles, etc. No toys of any kind are to be brought into Kid's Time.
17. The Kid's Time staff may require you to pick up your child in the event they have a potty training accident, signs of illness, persistent crying or a disobedience problem.
18. No medications are allowed in Kid's Time.
19. For health and safety reasons, children old enough to walk must wear footwear.
20. Children will be children and Kid's Time cannot be responsible for all interactions between them. It is RSVP's intent to maintain a well-managed child watch program.

Section 4.0 Recreational Guidelines

- 4.1 General
- 4.2 Aquatics – Water Park, Pools and Spa
- 4.3 Parks
- 4.4 Tennis Courts
- 4.5 Trails
- 4.6 Dog Park

4.1 General

1. All parks are closed dusk to dawn, unless otherwise posted.
2. Specific recreational facilities may have different operating hours.
3. All recreational facilities are for use by RSVP Members and their Guests, unless otherwise posted.
4. Only five (5) Guests per Unit may be permitted use each day, with the purchase of a Guest Pass. The number of Guests permitted may be limited on certain days, or on seasonal high-usage days as determined by the Board or staff.
5. Guests are required to have a liability waiver signed before using the facilities.

6. Children 12 and under are not allowed to utilize facilities unless accompanied at the time of sign in by anyone who is a Club Access Card holder 18 or older, and they must be supervised at a facility by a Member, Lessee, or Guest who shall be at least 16 years old.
7. Guests must be accompanied at the time of sign in by anyone who is a Club Access Card holder 18 or older. Staff has the authority to verify Club Access Card holders at all facilities.
8. Members, Lessees, and Occupants of a Unit and their Guests shall comply with the Governing Documents of the Association.
9. Close all gates tightly behind you as you enter and exit. Do not admit others who are not in your own party.
10. Bicycles, skateboards/scooters, rollerblades/skates and riding toys are not permitted in gated and/or designated areas.
11. No littering.
12. No glassware.
13. Alcoholic beverages, nicotine and tobacco products (including but not limited to cigarettes, electronic cigarettes and chewing tobacco) are prohibited.
14. Personal electronic devices are permitted. Be considerate of noise levels.
15. Portable barbeques are not permitted.
16. Pets are not allowed in gated facilities, except for animal assistance.
17. All pets must be kept on a leash and owner must properly dispose of their waste.
18. Playing golf is not permitted on grass areas, unless designated as such.
19. RSVP reserves the right to close down facilities and parks to conduct emergency, routine, and long-term maintenance projects.
20. RSVP reserves the right to deny access or use to anyone.
21. Persons under the influence of alcohol or drugs will not be permitted to use the facilities.
22. Offensive language or disruptive behavior will not be tolerated.
23. Any damage caused by an Owner, Lessee, or Guest will be assessed to that Unit Owner's account.
24. In case of an emergency, call 911.
25. All injuries or accidents involving these facilities must be reported to RSVP at 207-7730.

4.2 Aquatics – Water Park, Pools and Spas

The Water Park at Rancho Sahuarita is the largest private Water Park in Southern Arizona, having approximately 16,000 square feet of water surface. The Water Park consists of a 25 meter, 8-lane lap pool (heated year round), whirlpool spa and heated tot lagoon and a Splash Park which includes slides, ~~train~~ and bucket pools. Heating of any amenity is at the discretion of the Board.

1. Hours of operation are as follows and may vary dependent upon RSVP programming.

Lap Pool /Spa /Tot Lagoon

Monday – Friday: 5:00 am – 8:30 pm

Saturday: 7:00 am – 8:30 pm

Sunday: 8:00 am – 7:30 pm

Tot Lagoon (heated April 1 – August 1)

Splash Park (slides, and bucket pools) - open seasonally between Memorial Day weekend and Labor Day weekend.

Monday - Saturday: 10:00 am – 8:30 pm
Sunday: 10:00 am – 7:30 pm

Hours may vary after school is in session until the Splash Park closes which is Labor Day weekend.

Parque Del Rio and Parque Del Presidio Pools/Spas
Monday-Saturday: 9:00 am – 8:00 pm and Sunday: 9:00 am – 7:00pm

2. Use of the pool is for RSVP Members and their Guests only.
3. All persons using the pool do so at their own risk.
4. No swimming lessons may be conducted unless by the child's parent(s) or by instructors approved by the Board of Directors at noted times and locations.
5. The lane lines are only for swimming laps. If the lane lines are empty this rule is still in effect. No one is allowed to swim under the lane lines at any time. Aquatic training apparatus (snorkels, fins, mermaid tails/ uni-fins, etc.) may be used by lap swimmers only.
6. The equipment /toys that are not allowed in the pool are as follows: balls, squirt guns, boogie boards, rafts (this includes life-size animal rafts, and large inter-tubes) or hard objects such as baseballs/footballs.
7. The equipment/toys that are allowed are as follows: s m a l l soft foam throwing objects, foam noodles, baby inter-tubes (which must be in arms length of parent), arm floaties, and kick boards.
8. All children under the age of three (3) and those not toilet-trained are not allowed in the pool without swim diapers or rubber/plastic diaper covers. Parents are not allowed to change diapers on deck.
9. Children 12 and under are not allowed to utilize the pools unless accompanied and supervised by a Member, Lessee, or Guest who shall be at least 16 years old.
10. Guests must be accompanied at the time of sign in by an RSVP Member, 18 years or older.
11. Appropriate swimwear must be worn. Street clothes cannot be worn as a substitute for swim attire. Revealing swimwear and/or thongs are not permitted. Wet bathing suits are not permitted inside any rooms of the Club, except the locker rooms.
12. Shower or towel off oil before entering pool or spa.
13. No diving is permitted.
14. Glassware, food and beverages are not permitted in the pool or deck area. Water is allowed in plastic bottles.
15. Personal electronic devices are permitted. Be considerate of noise levels.
16. Bicycles, skateboards/scooters, rollerblades/skates and riding toys are not permitted in gated and/or designated areas.
17. Portable barbeques are not permitted.
18. No animals are allowed except for service animals.
19. Alcoholic beverages, nicotine and tobacco products (including but not limited to cigarettes, electronic cigarettes, vape pens, and chewing tobacco) are prohibited.
20. Running head starts and jumping in the pool is not allowed. Jumping from the edge is

only permitted. Parents throwing children in the pool and tossing them in the air is not allowed.

21. No rough play including chicken fighting or sitting on shoulders, no exceptions.
22. Entry/exit to pool area must be through the gate. Gates to the pool area must be securely closed at all times.
23. Owners and management are not responsible for accidents or injuries.
24. In case of an emergency, call 911.
25. All injuries or accidents involving these facilities must be reported to RSVP at 207- 7730.
26. All General Use Recreational Guidelines apply, as applicable.

Spa Rules in addition to General Use and Pool Rules:

27. Children **13** and under are prohibited from using the Spa.
28. No flotation devices, toys, bath bubbles/shower products are permitted in the spa.
29. The spa is not to be used as a play or wading pool.
30. No more than 10 persons allowed in the spa at one time, please be courteous, limit your time so others may also enjoy the spa.
31. No persons suffering from a communicable disease, transmissible via water, shall use the spa.

Spa Caution:

1. Over exposure may result in nausea, dizziness or fainting. Avoid spending more than 10 minutes in the spa at any one time.
2. Extended exposure to hot water may be detrimental to the health and safety of small children, elderly persons, pregnant women and those with health conditions requiring medical care (such as heart conditions, diabetes or Low/high blood pressure). As exposure limitations vary from person to person, it is recommended that you consult a physician before entering.

Slide Rules

1. Single rider at a time on the slide.
 - Slides must be ridden feet first lying on your back hands crossed over the chest or clasped behind the head.
2. Wait to go down slide until the attendant tells you.
3. No balls or recreational items allowed on the slide.
4. Swimming in the plunge area is not allowed.
5. No trains, spinning, or turns while going down the slide.
6. Parent is not allowed to catch child at the bottom of the slide.
7. Residents must always exit the slide pool promptly at the two distinct exits, the stairs or the ladder. There will be no climbing out or loitering in the slide pool.
8. Any child shorter than 48 inches is not allowed down the double or single slides.
9. Eyeglasses must be securely affixed to the riders with head straps.
10. Swim wear with exposed zippers, buckles, rivets, or metal ornamentation are not permitted.
11. Do not run, dive, stand, kneel, rotate or stop in the slide.

12. If child cannot swim unassisted, they cannot go down slide.
13. No flotation devices of any kind except swimsuits with built-in-flotation or life vests with unexposed zippers.
14. Keep arms and hands inside the flumes/slides at all times.

Tot Lagoon

1. Children must be accompanied by and supervised by a Member, Lessee, or Guest who shall be at least 16 years old.
2. Only kids five and under allowed.
3. All pool rules apply, as applicable.

4.3 Parks and Common Areas

This includes all parks under Rancho Sahuarita Village Program Association (RSVP) management.

A. Park and Common Area Operations

All parks and common areas are closed dusk to dawn, unless otherwise posted.

No person shall trespass upon or be on the grounds of any of the parks or common areas listed above during the hours noted.

1. Closing of Park or Common Area: Any park or common area, in total or in portion, may be declared closed by RSVP at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise), and either entirely or merely to certain uses, as RSVP shall find reasonably necessary; no person shall enter any closed area of a park or common area if such entry is prohibited; nor shall any person utilize any portion of a park or common area if such utilization is prohibited.
2. Special Use Permit: Ramada and park/common area reservations are permissible. See Special Use Permit for policies and procedures.

B. Rules of Conduct

1. Alcoholic Beverages, Nicotine and Tobacco Products: Alcoholic beverages, nicotine and tobacco products (including but not limited to cigarettes, electronic cigarettes and chewing tobacco) are prohibited in any park or common area within RSVP.
2. Animals: Common household pets are permitted in all parks and common areas within RSVP and the owner is responsible for ensuring that the animal's excrement is removed immediately and that the animal is properly trained and leashed and under appropriate control at all times.
3. Amplifying Equipment: No person or group may install, use and/or operate a loudspeaker of any sound amplifying equipment within any park or common area for any purpose.

4. Bounce House/ Jumping Castles: These items are prohibited within parks unless prior written approval has been granted through a RSVP Special Use Permit. Kiddie trains, pony rides, petting zoos, etc. are prohibited.
5. Damaging Facilities: No person shall destroy, damage, deface or remove any equipment or regulatory signage in any park or common area. No person shall place graffiti on any buildings or private property located at any RSVP park or common area. RSVP will prosecute vandalism and willful destruction of park or common area property to the fullest extent of the law.
6. Dangerous Acts: No person shall commit any act in a park or common area so as to endanger the health and safety of themselves or other facility users.
7. Destructive Behavior: Individuals, or groups, engaged in hazardous/destructive or potentially hazardous/ destructive activities, and individuals who, in the opinion of staff or the Board, are incapable of reasonable control of their actions (e.g., due to alcoholic beverages, etc.) or some other activity that management, in its sole discretion deems as hazardous or destructive, will be required to leave the park area immediately.
8. Disturbing the Peace: No person shall intentionally or knowingly disturb the peace or quiet of a group, family or person by: loud or unusual noise; loud or offensive music; tumultuous or offensive conduct, threatening, quarreling or challenging to fight or fighting; applying any violent, abusive, or obscene overtures to one another.
9. Firearms: No person shall carry and/or discharge any weapons and/or firearms at any park or common area within RSVP.
10. Fires and Barbeques: Open fires are prohibited.
11. Glass Containers: No person shall bring any glass container to any park or common area in RSVP. No person shall throw, toss or otherwise break any glass object in any park or common area in RSVP.
12. Litter/Refuse: No person shall litter, deposit or abandon any garbage, sewage, refuse, trash, waste or other obnoxious materials except in receptacle or containers provided for such purposes. These receptacles are not to be used for residential trash disposal. Littering is prohibited. Trash containers must be used at all times.
13. Meetings/Assemblies: Events such as birthday or family gatherings, receptions, block parties and company picnics require a Special Use Permit. Unless written permission and a Special Use Permit has been received from RSVP, no person shall conduct the following activities in any Park within RSVP, including but not limited to: religious or church related activities, political rallies, fund raisers, sales promotions, commercialized programs, garage sales, swap meets, craft shows, lessons/classes, band rehearsals, and music festivals receptions. Loitering is prohibited.
14. Natural Vegetation: No person shall collect, remove, destroy, mutilate, damage and/or deface any natural resource at any park or common area within RSVP, including but not limited to all live and dead vegetation and all parts thereof, wildlife, soil, rocks and water.
15. Removal of Equipment: No apparatus, furniture, or equipment shall be moved into a different recreation facility.
16. Supervision: All children must be under competent, supervision when utilizing park facilities.
17. Temporary Facilities: No person shall enter any park or common area with portable concession trailers and/or vehicles or portable bathroom facilities.

18. Vending, Advertising and Signage: No person shall a) expose or offer for sale or hire any service or article, including food, beverage and confectionary articles; b) announce, advertise or call the public attention to any service or article for sale or hire; c) paste, glue tack or otherwise post any sign, placard or advertisement in any Park. RSVP and Rancho Sahuarita Management Company (RSMC) event signage is exempt and permissible.
19. Unruly Resident Policy: In providing premiere service to our residents, it is expected that residents are often angry, confused, or frustrated, and that not all conversations are going to begin in a positive fashion. It is the duty of the entire HOA team to try to get residents to be as calm and relaxed as possible, and then to positively serve their needs as best possible. Or, resident guests may need to be politely educated relative to their breaking rules of the HOA, the Clubhouse, the gym, the pool, or interactions with other residents.

However, it may become clear that a resident has crossed over the bounds of proper decorum; they refuse to abide by any posted or developed rules, and/or have become unruly as outlined in our Rancho Sahuarita Code of Conduct. This may include foul and inappropriate language, verbal harassment or assault, physical assault, or physical battery with staff or other residents. (Assault being defined as a verbal or physical threat, battery being defined as any inappropriate physical contact.)

Clubhouse personnel processes to deal with these extreme incident cases include:

1. Ask them politely to calm down and stop the specific inappropriate behavior, in order that you might assist them. Then try as best possible, and/or seek other assistance to do such, in an effort to conform to normal social behavior.
2. If they continue such inappropriate behavior after 2 or 3 attempts, seek assistance from a Manager or the Community Director, or your co-workers in an effort to secure a Manager or the Community Director.
3. After the resident has gone, either on his/her own or with assistance, immediately document the details of the incident on an Unruly Resident Policy complaint form, and ask any co-workers who observed the situation to do the same.
4. Send the policy form(s) immediately to your Manager and the Community Director.
5. At any time, should you feel uncomfortable or threatened, call or have a co-worker call 911 for police assistance. Do not hesitate!
6. Cooperate with the police to the fullest extent possible upon their arrival.
7. Regardless of the circumstances, maintain proper language and do not initiate physical contact at any time. Attitude, language, and ergonomics need to be unquestioned during the incident.

Per the CC&Rs of Rancho Sahuarita, such unruly actions are a violation of the governing document provisions, relating to the owner code of conduct as stated:

- CC&R Exhibit C Initial Use Restrictions

Prohibits, “Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area.”

- Community Guidelines

Section 3.02 Facility Entrance Criteria

7. *All residents, Lessee(s), Occupants of a Unit, and their Guests are expected to conduct themselves in a mature and responsible manner while using the premises.*

8. *Abusive/offensive language, fighting and/or other disruptive behavior is not tolerated and the offender will be asked to leave.*

Section 3.03 Fitness Center

1. *No inappropriate language, lude conduct, physical gestures or intimidating behavior will be tolerated.*

In the case of an unruly resident interacting with staff or another resident, the following process and disciplinary action steps will be initiated.

1. Step 1--A meeting will be set immediately with the resident and the Community Director or available manager outlining the situation and providing feedback. A written notice will also be developed to confirm the details of the meeting.
2. Step 2—In the case of a repeat incident, the matter will be turned over to the HOA resident Compliance Committee. A hearing may be requested or established to offer a forum to address the noted behavior.
3. Step 3—In the case of another repeat offense by the same person, a legal complaint notice will be filed and the matter will be immediately referred to the Rancho Sahuarita Board of Directors for their disposition. In the case of an extreme incident, Step 2 may be skipped and the matter directly sent to the Board.
4. All such interactions need to be documented immediately and appropriately.
5. Involved employees will be kept abreast of these actions as warranted.

C. Prohibited Recreational Activities

1. Aircraft: No person shall operate any aircraft, parachute or hang glider in any park or common area within RSVP.
2. Archery: No person shall shoot a bow-and-arrow in any park or common area facility.
3. Camping: Overnight camping shall not be permitted in any park or common area within RSVP.
4. Golfing: No person shall use any portion of a park or common area for golfing related activities.
5. Horseback Riding: No person shall bring a horse into any park or common area or ride a horse in any location in a park or common area within RSVP.

D. Disclaimer

1. Use at Own Risk: Use of the Facilities is at the user's own risk.
2. Disclaimer: Users must indemnify and save RSVP harmless from any loss or damage to personal property by fire, theft, or from any cause whatsoever and to indemnify and save RSVP harmless from any and all liability for injury or death of any person or persons while on park facilities.

4.4 Tennis Courts

1. Clubhouse hours apply to tennis courts.
2. Sponsored or structured activity will take precedence over individual use.
3. Reservations are made at the Club in person or by phone in order to reserve a time slot.
4. Maximum reservation period is 2 hours. Time will begin on the hour or the ½ hour.
5. There is a 10 minute grace period. After that time, your time slot will be given to someone else.
6. Keys may be required to enter the courts. When required, keys are provided at the Clubhouse Greeting Desk. Lock the gate before leaving, and return the key to the Greeting Desk.
7. Non marking tennis shoes on the courts only.
8. No activities on courts such as, skateboarding/scooters, rollerblades/skates, or bicycling.

4.5 Trails

1. Hours: Dawn to dusk, unless otherwise posted.
2. Various types of wildlife, some of which are dangerous, are known to inhabit open space areas. Be alert to any potential dangers.
3. All pets must be kept on a leash and the owner must properly dispose of their waste.
4. No littering.
5. No glassware.

4.6 Bark Park

1. Hours: Dawn to dusk.
2. Parking for the Bark Park is available at the Clubhouse.
3. A responsible Adult must accompany all dogs, and remain inside, with leash in hand, within view and voice control of their dog(s) at all times.
4. All dogs must be leashed outside the boundaries of the off-leash area including to and from the parking area. (Town Leash Law Chapter 6.15)
5. Dog waste must be picked up and properly disposed of by the pet owner.
6. Aggressive dogs are not permitted. If your dog becomes aggressive, barking, crying or yelping incessantly, you must remove your dog.
7. Children twelve (12) and younger must be within arms reach of a supervising Adult 18

years of age or older.

8. No more than two (2) dogs per person in the park at one time.
9. Dogs must be licensed, properly inoculated, and healthy.
10. Dogs in heat, pregnant or lactating are not permitted. Puppies under 4 months are not permitted.
11. Food, drinks in glass containers, smoking or alcohol are not allowed in the park.
12. Bicycles, skateboards, roller blades, and strollers are prohibited. Wheelchairs are allowed.
13. Pinch (prong) collars and spike collars are not allowed.
14. Owners/handlers must stop their dog(s) from digging and immediately fill any holes dug.
15. Small Dog Area is for small, elderly or disabled dogs. Use common sense and courtesy to other visitors when determining which area of the park to use.
16. Owners are liable for damage or injury inflicted by their dog(s). This means owners are legally and financially responsible for their dogs' behavior. RSVP has no liability or responsibility for injuries in the park.

Section 5.0 Ramada Guidelines

5.01 Ramada Policy and Guidelines

Rancho Sahuarita Village Program Association has a number of parks throughout the community for its residents to enjoy with family and friends. Special events, including but not limited to, birthday or family gatherings, receptions, block parties and corporate picnics may be held in RSVP Parks by making a reservation and obtaining a Special Use Permit.

A. Reservations

1. Reservations may be made at the Rancho Sahuarita Clubhouse Monday through Saturday beginning at 8:00 am to noon, Monday through Thursday from 3:00 pm to 8:00 pm, and any other times available by appointment through the Lifestyle Department.
2. Reservations may be made up to 2 months (8 weeks) in advance and at least 48 hours prior to the event. No reservations will be accepted with less than a 48-hours notice.
3. Reservations are required for Fridays, Saturdays, Sundays and holidays only. Weekday Ramada use will be conducted on a first come, first serve basis.
4. Reservations are limited to a 6 hour window and may not exceed this time allotment. This time frame includes set up, clean up and equipment removal. Ramada's may be reserved from 6:00 am to dusk.
5. All reservations must be made in person and will require a photo ID, Club Access Card and in good standing with the Association and no suspension of privileges. Only one Ramada may be reserved per household per day.
6. There is NO fee to utilize a Ramada; however, all reservations will require a \$50.00 refundable, security deposit. Deposits must be made in the form of cashiers' check or a money order at the time of reservation.

B. Clean Up/ Damage/ Security Deposit Refunds

1. By establishing a reservation, the resident agrees to clean the area of use at the conclusion of the function; this includes, and is not limited to, all trash, decorations, food, etc. The resident also agrees to abide by all rules and regulations set forth by RSVP. Failure to do so will result in the forfeiture of the resident's security deposit.
2. Damage to any park facilities will result the forfeiture of the security deposit and any additional repair costs.
3. Refunds for security deposits will be authorized once the area is examined by an RSVP representative. Release of the security deposit will be made within 72 hours. Any unclaimed security deposits six months from the date of reservation will become the property of Rancho Sahuarita Village Program Association.

C. Procedures and Guidelines

1. Alcoholic Beverages/ Glass Containers: No alcoholic beverages or glass containers of any kind are permissible.
2. Cancellations: Cancellations must be made at least 48 hours prior to the start of the event in order to receive a full refund of the security deposit. In the event of rain, the reservation may be rescheduled for another date without penalty.
3. Function size: All functions are limited to a size of 50 persons. Events larger than this may require additional approval and liability coverage.
4. Inflatable/ Jumping Castles: Inflatables or jumping castles are permitted at only designated Ramadas. The company must provide RSVP with a certificate of liability insurance prior to the event. A \$1,000,000.00 minimum rider on the user's personal liability insurance policy is required, naming Rancho Sahuarita Village Program Association and Rancho Sahuarita Management Company L.L.C. properly endorsed as additional insured on the user's homeowner policy. It is the responsibility of the resident to obtain this additional insurance from their inflatable company. Jumping castles are limited to a 15 foot x 15 foot size and must be operated utilizing a generator. Jumping castles must be set up in the designated area only. NO vehicles may be driven onto park grounds. All inflatables must be set up and removed on the day of the event, no items may remain overnight.
5. Pinatas: Pinatas are not permitted on park grounds.
6. Temporary Facilities: No portables concession trailers, vehicles, or portable bathroom facilities may be brought into the park. Equipment such as tables, chairs, gas grills, or canopies (no larger than 10 ft X 10 ft) are permitted when advanced authorization is obtained from RSVP. Authorization for any additional equipment will be noted on the Special Use Permit.

D. Enforcement/ Disclaimer

1. Residents must retain the Special Use Permit on park premises at all times and be made available at the request of a RSVP representative.
2. If any unforeseen circumstances occur and/or the resident fails to meet the

requirements RSVP has set forth, RSVP shall have the right to control, cancel, or stop the event in progress.

3. The resident agrees to indemnify and hold harmless Rancho Sahuarita Village Program Association and Rancho Sahuarita Management Company L.L.C. and its agents from and against all loss, costs, expenses including attorney's fees claims, suits and judgments, whatsoever in connection with injury to or death of any person or persons loss of property resulting in the actions of the permittee and its agents under the terms of this Special Use Permit.

Section 6.0 Club Facility Rental Use Guidelines

- 6.1 Rental Terms and Conditions
- 6.2 Rental Agreement

6.1 Rental Terms and Conditions

Areas of the Clubhouse are available for private room rentals. For additional information, or to make a reservation, contact the Clubhouse Activities Department at (520) 207-7730. Those who wish to reserve a portion of the Clubhouse must comply with the following terms and conditions:

Eligible Reserving Party(ies):

1. Owner/Member and Lessee(s) in good standing with the Association and no suspension of privileges. All reservations must be made in person and will require a photo ID, and Club Access Card.
2. The facilities are not to be reserved by a resident for, or on behalf of, any outside person or entity. The facilities cannot be used for personal gain, financial gain or commercial activity.
3. Allowances may be made for the use of some of the facilities by the neighboring non-profit organizations, with certain requirements.

Designated Major Holidays or Blackout Dates:

All reservations for use of the RSVP Clubhouse rooms will be taken on a first-come first-serve basis. Reservations may be made on Holidays when the Clubhouse is open. No rental will be allowed on Christmas Eve, Christmas Day, New Year's Eve and New Year's Day. The Board and/or designated staff reserve the right to blackout certain dates as may be necessary.

Confirmation and Payment for Event

Reserving party will complete and sign the Rental Agreement acknowledging acceptance of the Terms and Conditions, providing details of the nature and date of the event, number of Guests, contact information, and payment of the rental and security/damage deposit fees.

1. Reservations can be made up to 6 months in advance. Some exceptions may apply for up to one year in advance, upon review by Staff.

2. Contract and room rental deposit must be completed at the time of reservation. Reservations can be made no later than 72 hours prior to the event.
3. The deposit check will be cashed. The deposit check will be re-issued as long as the facility is in satisfactory condition after completion of event.
4. The room rental payment must be made at least 72 hours prior to reservation date.
5. For an event that has been scheduled less than ten business days in advance, the only acceptable forms of payment for the event are cashier's check or money order.
6. Club Rancho Sahuarita sponsored events have priority for facility use.
7. Cancellations must occur 14 business days prior to the scheduled event. If notice is given less than 14 business days, the deposit will be forfeit or the deposit can be moved to a new date.
8. One staff member will be assigned to each reservation hosting from 1-30 people and will be included with the room rental fee. A second staff person may be required for functions with 31 – 99 people, at a rate of \$15 per hour. When the party reaches 100 people, a third staff member may be required at the same hourly rate. Dependent upon the nature of the event, Management has the discretion to require additional staffing between 100 – 200 people. The event staff moves all furniture and table set up prior and after party. Staff is present 1 hour prior and ½ hour after the event.
9. Two (2) weeks prior notice is required if alcohol is to be served at an event. When alcohol is being served, a patrol service fee is required. Payment will include a minimum charge of four (4) hours, payable by a separate check to a RSVP patrol service vendor.
10. Any alcohol served at a function without prior approval, the patrol vendor was not secured or insurance provisions were not met will result in immediate shut down of the event, with possible loss of future use of the rental of the facilities.
11. In order for security deposit to be completely refunded, the rented area(s) must be cleaned and returned the state in which prior to event.

Facilities Conduct, Hours and Rules

1. Reservations for the Clubhouse Facility rooms are available per the room rental options.
2. Exclusive use of the Water Park and/or pools is not permitted.
3. Parties wanting access to the Water Park, pools and spa will be limited to renting the Terrace, Picnic Place or Ramada at Picnic Place areas only. Guest passes must be provided for non-resident use and limited to no more than 25 persons. Liability waivers apply as with any Guest pass entrance. No alcohol may be served or allowed when Water park, pool or spa access is requested.
4. Private functions held in the indoor facilities may not have Water Park and/or pool access under any circumstances.
5. Private parties, where majority of minor children are present, must be properly chaperoned. The adult to minor ratio must be at least 5 minors to one adult.
6. All room rental fees are for a four hour period minimum and a maximum of 8 hours, with the option of paying an additional fee per hour.
7. Room rental hours coincide with Clubhouse operational starting times as designated, and end at 11 pm. Events must end no later than 11:00pm, unless an event is sponsored by RSVP.
8. Room rentals may be unavailable during certain RSVP and Clubhouse events.
9. Set up, including decorating, must be done during the rental period. Cleaning of rented area must also be accomplished during this time period.
10. All music equipment is to be located inside the Clubhouse, unless the Terrace room is rented.
11. Music must be turned off by 9 pm Sunday – Thursday, and by 10 pm on Saturday and Sunday. All music must be kept at acceptable levels at the of discretion RSVP personnel.
12. All Guests will be in compliance with the State of Arizona’s drinking laws.
13. Food, beverage, and alcohol arrangements must approved by Staff for setup.
14. Users must arrange for all deliveries and pick-ups to be made the day of the event, unless prior arrangements have been made with RSVP Staff.
15. No smoking allowed.
16. The individual reserving the facility is responsible for removal of all trash to the appropriate trash receptacles. The assigned staff member does the final trash to the dumpster.

Alcohol Requirements

Serving alcohol at a rental facility is permitted when specified in advance and the following conditions are met:

1. A \$500,000 minimum rider on the user’s personal liability insurance policy is required naming Rancho Sahuarita Village Program Association and Rancho Sahuarita Management Company L.L.C. properly endorsed as additional insured on the user’s homeowner policy. Proof of this endorsement is required fourteen (14) days prior to the event. If a homeowner’s policy does not provide coverage for private parties at a semi private facility, the reserving party must purchase a separate policy and provide the certificate.

2. All Guests will be in compliance with the State of Arizona’s drinking laws, including without limitation the prohibition of serving alcohol to underage persons or to intoxicate persons.
3. Any abuse of alcohol privileges may result in immediate termination of the event and subject the room applicant to restrictions or denial of use of the rental facilities in the future.

Condition of Facility and Damages

1. Reserving party accepts liability for any damages to the Clubhouse Facility for its missing and structure caused by the actions of his/her Guests.
2. An inspection of the facility will be made by RSVP staff and reserving party. Signature will be required on the Inspection Release Form. Security/damage deposit will be returned/refunded, less any damages.
3. Facility will be cleaned and all refuse removed by the reserving party. Failure on the part of the reserving party to clean the facility will result in an assessment being levied against his/her Unit.
4. Any damages to the property will be repaired and the charges will be deducted from the reserving party’s security/damage deposit.

Room Rental Options and Fees

All room rental fees are for a four (4) hour period minimum and a maximum of 8 hours, with the option of paying an additional fee per hour. Fees are subject to change without notice.

De Anza Sports Bar	\$350.00 Fee/\$80.00 per Additional Hour \$200.00 Refundable Security Deposit
LaVillita Lounge	\$300.00 Fee/\$75.00 per Additional Hour \$150.00 Refundable Security Deposit
Rio Bravo Room	\$200.00 Fee/\$50.00 per Additional Hour \$100.00 Refundable Security Deposit
Terrace	\$200.00 Fee/\$50.00 per Additional Hour \$100.00 Refundable Security Deposit
Ramada at Picnic Place	\$150.00 Fee/\$40.00 Per Additional Hour \$100.00 Refundable Security Deposit
Picnic Place	\$250.00 Fee/\$60.00 Per Additional Hour \$100.00 Refundable Security Deposit
Kitchen	\$150.00 Fee/\$40.00 Per Additional Hour \$100.00 Refundable Security Deposit (Area available only when in conjunction with a rental of one of the above areas)

Use of the Rio Bravo Room is made available to residents only for a refundable deposit of \$50.00. This or any other facility-usage fee may be waived by the HOA management team for any authorized resident activity or group. Use is limited between Monday through Friday, for a 1 ½ hour time slot from 5:30 am to 5:00 pm. Times may be subject to change without notice and reservations can exceed the 1 ½ hours subject to additional fees. The maximum amount of people is 15. After the 1 ½ hours, the cost will revert to the standard 4 hour fee schedule.

6.2 Reservation Application and Agreement

Contact the Activities Department to make an appointment in order to fill out the appropriate paperwork.

Section 7.0 Parking and Vehicle Guidelines

- 7.1 General
- 7.2 Prohibited Vehicles
- 7.3 Motorized/Non-motorized
- 7.4 Vehicle Repair

7.1 General

1. Only the Town of Sahuarita may impose and enforce all provisions of the Arizona Vehicle Code or Town Code and Ordinances on any public streets. The Association will not enforce parking provisions on public streets.
2. All vehicles other than those that are prohibited may park on any public street in accordance with Town Code and Ordinances.
3. The Town will not enforce parking on private streets. The Town will enforce moving violations on private streets.
4. Light duty cars, vans, SUVs and trucks with advertising may be parked in the Properties.
5. Any vehicle, not defined as “Commercial Vehicle” per Section 7.2 Prohibited Vehicles, that can be parked in a driveway without hanging out or otherwise obstructing any portion of the sidewalk is permitted to park in the Properties.
6. Vehicles parked illegally on private streets or thoroughfares will be cited by RSVP Code Enforcement.
7. Owners are responsible for all parking violations of their Lessees and Guests.
8. No Parking on private streets in gated areas; unless otherwise designated.
9. No parking on the landscape or front yards.
10. Recreational vehicles have a 24 hour period for loading and unloading.
11. In cases where one side of the street has been designated “no parking,” the Town enforces the “no parking” on public streets, and RSVP enforces the “no parking” on private streets.

12. The Town will respond to calls when cars are blocking the driveway, mailboxes or garbage collection.
13. Vehicles may not be parked in RSVP parking areas for longer than twelve (12) hours.

7.2 Prohibited Vehicles

No commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles are allowed within the Properties, unless placed in enclosed garages.

Commercial Vehicles are defined as vehicles greater than 1 ton, pick-ups with trailers, larger commercial transport vehicles (duallys, multiple rear axle, etc.).

No person shall enter any Park or designated parking lot with a vehicle prohibited by the CC&R's.

7.3 Motorized/ Non-motorized

Motorized Vehicles: No person shall bring into a Park or operate in a Park any motor vehicle of any type, including but not limited to, any automobiles, motorcycles or motorbikes, except on roads and parking areas designated for such purposes. Motor vehicles operational in the designated areas shall not be at a speed greater than that posted or operating in a manner, which fails to obey traffic signs. In all cases, motor vehicles shall be operated in compliance with the Arizona Motor Vehicle code as provided under Title 28, A.R.S. while within the boundaries of RSVP.

Non-motorized Vehicles: A person may bring into or operate a skateboard, roller skates, bicycle, roller blades, or scooter in all parks. Use of such vehicles must be limited to paved walkways or designated areas and right of way must be given to all pedestrians. Use of such vehicles should not result in damage to park property or landscaping.

7.4 Vehicle repair

No person shall undertake mechanical repair or maintenance of any vehicle, including but not limited to, automobile oil changes or engine tune-ups, except in the case of an emergency where the vehicle is not operable.

Section 8.0 – Other

8.1 Pet Guidelines

8.2 Contractors

8.1 Pet Guidelines

1. A total of two (2) dogs or cats, and a reasonable number of birds, fish or common household pets may be permitted per Unit.

2. Raising or breeding of animals or keeping of livestock or poultry of any kind is prohibited.
3. All pets shall be kept on a leash or otherwise confined to be under the physical control of a responsible person whenever outside the Unit.
4. All pets must be kept on a leash and the Owner must properly dispose of their waste.
5. Pets shall be registered, licenses and inoculated as required by law.

8.2 Contractor Guidelines

Owners must ensure that any contractor they hire to perform work adheres to the following:

1. Contractor adheres to all traffic safety rules and signs posted.
2. Vehicles and other equipment shall be parked so as not to block traffic or access to fire hydrants, driveways or streets.
3. Contractors shall not leave debris, trash equipment or vehicles on public streets overnight.
4. Contractors should adhere to hours to perform work as set forth by the Town, per the Town Code under Construction Noise. The hours are from 6 am – 6 pm daily. Exceptions to pour concrete may apply. See the Town Code for further information.

Section 9.0 Collection and Non-compliance / Enforcement

- 9.1 Non-compliance / Enforcement
- 9.2 Violation Protocol Summary and Fine Schedule
- 9.3 Collection Policy

9.1 Non-compliance / Enforcement

Non-compliance of the Rules and Regulations can be found in several sections of the Amendment to the Declaration of Covenants, Conditions, and Restrictions including Article VII and Article XI.

Enforcement Procedures can be found pursuant to the Bylaws of Rancho Sahuarita Village Program Association, Inc., Article III, Section 3.24

9.2 Violation Protocol Summary and Fine Schedule

ATTACHMENT A

Violation Protocol Summary

The Board of Directors of the RANCHO SAHUARITA VILLAGE PROGRAM ASSOCIATION, INC. pursuant to Arizona Revised Statutes §33-1803, which provides that the Association's Board of Directors is entitled to impose fines for violation(s) of the Declaration of Covenants, Conditions and Restrictions (CC&Rs), Rules or Project Documents adopts this Violation Protocol Summary and Fines Schedule. The procedure

for imposing fines for such violation(s) is set forth below:

- I. "Notice of Violation"** - A written "Notice of Violation(s)" together with a request to cease and desist from an alleged violation(s) shall be sent to the Owner of the Lot via regular mail and shall specify:
- (a) The alleged violation(s);
 - (b) The action required to correct the violation(s)
 - (c) A time period for compliance of not less than ten (10) days, if the violation(s) is a continuing one, or;
 - (d) If the violation(s) is not a continuing one, a statement that any subsequent violation(s) of the same rule or provision of the CC&R'S may result in the imposition of sanctions after notice and hearing.
 - (e) In the event that the Owner is leasing his/her home, the Association may provide a copy of the Notice of Violation(s) to the Owner's tenant.

- II. "Notice of Hearing"** – If the violation(s) continues past the period allowed in the "Notice of Violation" or if the same rule or provision of the Governing Documents is subsequently violated, the Board of Directors via regular mail shall serve the Owner with written "Notice of Hearing". Hearing is to be held by the Covenants Committee.

The notice shall contain:

- (a) The nature of the alleged violation(s);
- (b) The time and place of the hearing, which shall be not less than ten (10) days from the date of the notice;
- (c) An invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf;
- (d) The proposed sanction(s) to be imposed, which may include the imposition of a fine and the payment of any attorney fees incurred by the Association, in the event that the Association prevails in the suit, as allowed by the governing documents and law. In addition, your rights and privileges to the recreational facilities, activities, and classes may be suspended.

III. Hearing.

- (a) The hearing shall be held pursuant to the Notice of Hearing and the Owner shall be afforded a reasonable opportunity to be heard.
- (b) Prior to any sanction becoming effective, the Association shall submit proof of the notice and the invitation to be heard which shall be attached to the minutes of the Covenants Committee meeting.
- (c) Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered into the minutes by the officer or director who delivered such notice.
- (d) The minutes of the meeting shall contain a written statement of the results of the hearing and the sanctions, if any, to be recommended to the Board.

IV. Imposition of Fine and any other Sanctions.

After the hearing, the Covenants Committee shall recommend to the Board of Directors the amount of the fine to be imposed, and proposed sanctions, if any,

based on:

- The seriousness of the violation(s).
- Whether this is a first violation or a continuing violation(s).
- Whether the type of offense poses a danger to property or any person.
- Any other extenuating circumstances and whether the Owner agrees in good faith to correct the violation(s) within the time specified by the Covenants Committee.

After the Board of Directors determines the amount of the fine, if any, the Board of Directors shall send notice to the owner of the amount of the fine and its due date.

The Board shall have the authority to deviate from the FINES SCHEDULE based on application of the factors. See attachment A – Fines Schedule

At the discretion of the Board, the privilege of access to the recreational facilities may be denied in conjunction with fines or as an alternative to imposing fines to facilitate compliance of the governing documents.

- V. Request for Reconsideration to the Board of Directors.**
- (a) The Owner may request reconsideration by the Board of Directors.
 - (b) In order to schedule an appearance before the Board the Owner must submit a written request to the Association Manager within ten (10) days of receipt of notice of the fine and/or sanctions.
 - (c) The meeting shall be scheduled and the Owner notified of the date, time and location via regular mail.
 - (d) The meeting will be held and the Owner shall be afforded a reasonable opportunity to be heard.
 - (e) After the meeting, the Board shall issue a ruling on whether the fine and/or sanction stands, is modified or is rescinded.
 - (f) The Board shall send a written notice to the Owner of its ruling.
 - (g) The ruling of the Board will be final.
- VI. Payment of the Fine and/or Penalties.** The Board shall advise the Owner that any fine, which is not paid within fifteen (15) days of its due date, is delinquent and subject to late fees and/or interest consistent with the governing documents and applicable Arizona law.
- VII. Collection.** Collection of any fines and penalties may be enforced against any Owner in the manner consistent with the governing documents and applicable Arizona law.
- VIII. Effective Date.** The effective date of this resolution is September 18, 2007.

FINES SCHEDULE

No fine shall be assessed until the Owner who has committed a violation has been given due written notice, and the opportunity for a hearing.

Monetary fines for violation(s) of the governing documents and/or rules and regulations of the Association are as follows:

- First violation \$25.00
- Second violation \$50.00
- Third violation \$75.00
- Each violation after the third \$100.00

The Board shall have the authority to deviate from the above schedule based on application of the factors contained in section IV of “Violations and Protocol Summary”

If a corrected violation reoccurs within six months, the fine will immediately resume at next level.

It is the obligation of the Member to advise the Association in writing that the violation has ceased.

Effective Date. The effective date of this resolution is September 18, 2007

**UNANIMOUS CONSENT TO ACTION
BY THE BOARD OF DIRECTORS
RANCHO SAHUARITA VILLAGE PROGRAM
HOMEOWNERS ASSOCIATION, INC.**

c/o Lewis Management Resources
180 W. Magee, Suite 134
Tucson, AZ 85704

Collection Policy
Effective January 1, 2010

I. Introduction

The Board of Directors of Rancho Sahuarita Village Program Homeowners Association, Inc. has a fiduciary duty to collect assessments. The Association's management company performs certain collections of assessments for the Association. What follows is the outline of the collection process as approved by the Board and as performed by management.

II. The Collection Process

Management begins collections procedures when an individual lot owner is delinquent in paying assessments as follows:

Letter One: 30 days delinquent. Friendly Reminder Notice sent to Homeowner: A \$15 late fee is assessed at 30 days delinquent.

Letter Two: 45 days delinquent. Delinquent Notice sent to Homeowner via certified letter stating that account will be sent to collections in 15 days.

After the fifteen-day period for payment expires, if no payment is received, the account is sent to the Association's attorneys for collection. All communications regarding payment must be made through the attorney once the account is sent to the attorney.

- The attorneys will record a lien against the property. If no payment is received within **30 days** after the lien, the attorneys will proceed with collections.

Management and the attorneys have no authority to negotiate reductions or to waive any assessments. Homeowners must approach the Board of Directors through the Management company to request waiver of any fines or late fees. Management will enter into written payment arrangements.

The undersigned, constituting all of the members of the Board of Directors of Rancho Sahuarita Village Program Homeowners Association, Inc., an Arizona nonprofit corporation, hereby take the following action:

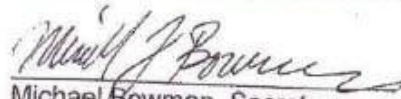
RESOLVED, that the Board of Directors hereby approves the above Collection Policy for Rancho Sahuarita Village Program Homeowners Association, Inc.

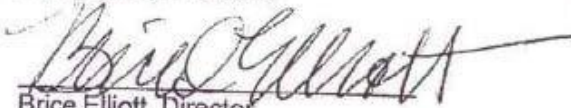
IN WITNESS WHEREOF, the undersigned have executed this consent as of this 24th day of November, 2009.


Robert Sharpe, President


Deborah N. Sharpe, Vice President


Fred Lewis, Treasurer


Michael Bowman, Secretary


Brice Elliott, Director

Acknowledgement

While this is intended to be an accurate reflection of the Community Guidelines for RSVP, the Association reserves the right to revise any rules, regulations, schedules, etc as circumstances warrant (emergencies, change in personnel, workload, and community issues).