

TALL PINES RV RESORT, INC.

RULES AND REGULATIONS

We welcome you as a member of Tall Pines, a year-round resort. When you chose Tall Pines, you planned to have a pleasant life here and you have invested a substantial sum of money for that purpose. The other members also have a substantial investment in Tall Pines. Therefore, the objectives of our rules are to:

1. Enhance and protect the investment each member has in their park model and the share of property their unit stands on.
2. Promote the convenience, safety and welfare of all park members.
3. Maintain and preserve the condition of the park facilities and services available to the members.

The key to the successful achievement of these goals is cooperation between members and the Board of Directors. The Board and the various committee members they appoint serve on a voluntary basis and do so out of a strong sense of responsibility to Tall Pines RV Resort. It is in everyone's interest to adhere to the following rules and regulations and to support a fair and firm application of them. If we maintain a cooperative spirit, Tall Pines will continue to be the premier resort we have all enjoyed.

The Resort's map reflects lot sizes that are approximate and not necessarily in keeping with the rebar stakes, railroad ties or other methods used through the years to delineate the lots. That is why, as members, we must remember that members do not own the lot/s they occupy.

The Rules and Regulations that each member is required to follow are:

1. **FEES AND SERVICE CHARGES:** Determined on a yearly basis and used to maintain the clubhouse, sewer plant, roads, common areas and Corporation management costs. These fees also pay for garbage pickup, water, Resort property taxes, insurance, clubhouse internet and cable and other expenses necessary to maintain Tall Pines RV Resort, excluding members park model lots.
2. **BILLING:** The Resorts contracted bookkeeper bills members the 1st of each month for electric service, monthly dues and/or other fees. Payment is to be made by on-line banking, paper check, money order or cash, remitted in the name of Tall Pines RV Resort (TPRVR) and sent to the address on the invoice. If payment is in cash, exact change is required. All Bills are due and payable no later than 25 days after the date on the invoice. Payments not received within this time frame shall be considered past due and a 10% late fee will be assessed. (See Article III of the Bylaws.)
3. **DELINQUENCIES:** It is the responsibility of Tall Pines RV Resort Inc. to initiate collection action of delinquent accounts to protect the fiscal integrity of the Corporation and the financial interest of all members. After 60 days members nonpayment will be subject to a monthly \$50. Delinquent fee every month, plus the 10% late fee. Continued nonpayment may result in discontinuance of electrical service and/or a lien being placed on member's park model.
4. **COMMON AREA:** Clubhouse facilities, kitchen, restrooms/showers and other resort equipment are available for each member's use and pleasure. The clubhouse is available for social

functions. Reservations are to be made by the member by writing their request on the calendar provided in the clubhouse. Reservations will be considered on a first-come basis. The member making the reservation will be responsible for assuring that tables and chairs are returned to their usual positions, that the kitchen and kitchen equipment are properly cleaned and put away, and the kitchen and dining room floors are mopped. Cleaning supplies are in the laundry room.

At no time is smoking allowed, which includes vaping and medical marijuana, in the clubhouse building or within 20 feet of the building.

Any member(s) who would like to make a change in a common area is required to submit, to the Architectural Review Committee, a plan/design (including the original cost and ongoing maintenance expense) using the Tall Pines RV Resort Request for Alteration form, even if the project is a donation.

No form will need to be filed for maintaining park landscaping and routine upkeep of park facilities. The beauty and usefulness of the common area of our resort today is the result of the time and materials provided by resort members in the past.

5. CARE AND MAINTENANCE OF LOTS: Each lot, including decks and porches, is to be maintained in a clean and orderly manner. Storage of any unsightly debris/clutter will not be permitted in plain view unless special permission is granted by the Architectural Review Committee. Construction debris must be removed within 30 days of completion of the work. When a contractor/handyman is used for construction, the contractor/handyman is responsible for removal of the debris. The trash dumpster or landscape trailer is not to be used for the removal of contractor/handyman generated debris.

If a member fails to correct conditions on their assigned lot, they will receive a letter from the Board. If the situation is not resolved within one week, or prior arrangements with the Board have not been made, the Board reserves the right to make the correction to the lot and bill the member accordingly on the next monthly invoice. (Refer to R & R #2)

6. TITLE AND SALE OF YOUR PARK MODEL: Should any changes be made to the title of the park model, or change of address, notify the Secretary of the Board. Be advised that should a member add another person to the title that individual must pass the background check before the change can be finalized. Sellers must be current with all dues and fees at the time of closing.

Buyer(s) will be assessed a \$100.00 new member fee per unit. Buyer(s) and anyone residing longer than 30 days, will be required to submit to a background check paying the current market rate. The buyers and/or members must pass the background check before the sale of the park model is finalized. Failure to disclose or falsification of information provided is a reason for the refusal of membership. The Board reserves the right to refuse membership.

Seller(s) will be responsible for all dues and fees associated with share(s) owned. If the seller is holding a note (contract) it is the seller's responsibility to collect from the buyer the electric, monthly dues, and other fees that may be associated with maintaining the resort until the buyer has paid not in full and receives their own membership certificate.

7. UNIT LOT CLEAN-UP: For the fire safety of TPRVR and all residents, members shall keep their lot (s) reasonably clear of pine needles and leaves. When the accumulation of needle and leaf debris begins to obscure the ground, it is a fire danger and must be removed. Removing dead tree branches, branches close to your structures, and removing useless undergrowth helps to reduce fire danger. The Resort's brush trailer is available for placement of debris thus eliminating the need to overfill our trash receptacle/dumpster. Keep all tree cuttings to the length of 4 feet or less. The Resort's brush trailer is for member use only. Remember, this trailer is hauled to the dump and emptied by member volunteers so please be considerate of them. If you hire a contractor/handyman to perform work on your home, it is the contractor/handyman's responsibility to remove debris from the Resort.

For fire safety of the entire resort there is a mandatory once a year Spring Cleaning of the resort. An outside contractor is hired to remove all pine needles, leaves and fallen branches from all lots and common areas. Members will be billed for their share of this service. No exceptions. (Refer to R & R#2) Members are responsible for removing debris from their units' roofs.

8. SPEED LIMIT IN RESORT: The 5 MPH limit pertains to all members, guests of members, contractors etc. The speed limit applies to all types of transportation. Members should politely inform anyone observed exceeding this limit. Members encountering repeat speeding or uncooperative drivers should try to get a name, type of vehicle and record the license plate. This information can be brought to the attention of the Board utilizing the Concern/Suggestion form located on the clubhouse bulletin board.
9. FRIENDS AND RELATIVES: Each member who entertains friends and/or relatives is responsible for their conduct and is accountable for any rule violations, damage, disputes or legal problems which their friends/relatives may cause. This includes sewer plant damage from inappropriate items flushed down toilets. The Board reserves the right to require a background check on guests who are living at TPRVR for a period exceeding 30 days.

Children under the age of 18 staying longer than two (2) consecutive weeks per year must have approval from the Board of Directors. Member(s) may petition the Board for a waiver to extend up to another two (2) consecutive weeks after the first two weeks of a child's stay. Approval will be based on the child's behavior and adherence to resort rules. The Board of Directors cannot approve any child's stay over a continuous 30-day period per year.

Children 14 year of age or younger, when traveling within the resort, must be accompanied by an adult, 18 years of age or older, this includes clubhouse, golf carts or other vehicles and fishing (catch and release) pond. Violations can result in the loss of privileges to use resort amenities as deemed appropriate by the Board of Directors majority vote.

10. PETS: No member shall have more than two (2) indoor pets (which includes feline) per residence unless special permission is granted for a guest by the Board of Directors for a limited period which should not exceed two (2) weeks.
 - All pets should be current on their vaccinations and be licensed within their respective county of residence.
 - Pets, (including feline) when outside, must always be kept on a leash.

- Pet food and feeding of pets must be kept indoors. Outside feeding of pets is prohibited to prevent problems with wildlife or stray animals.
 - Owner/guests must pick up their pet's droppings immediately, including on their own lot, other's lots, roadways and common areas. Failure to do so will result in a clean up fee assessment, per occurrence, to that member.
 - Except for certified service animals, no pets are allowed in the clubhouse. Certification documents must be on file in the office.
 - Owners of pets with objectionable behavior will be required to correct the nuisance.
 - Members must notify the Board of a new pet, including its breed, size, sex and approximate age.
11. RENTING: No homes may be rented out. Buildings or lots may not be rented to non-members of TPRVR.
 12. ONE RECREATIONAL VEHICLE (Park Model, Motorhome, RV, Mobile Home) is allowed per full lot. Exceptions require prior approval from the TPRVR Board and will be limited to 90 days at which point it must be removed.
 13. COMMERCIAL OR PRIVATE BUSINESS or individual garage/patio sales are not allowed. No solicitation will be allowed within the resort.
 14. QUIET TIME: The resort adheres to quiet hours from 10:00 p.m. to 7:00 a.m. Permission may be granted by the Board of Directors for special circumstances. Members are responsible to assure contractors/handyman adhere to quiet time with tools and vehicles.
 15. NO MAJOR MAINTENANCE or overhauling of vehicles is allowed. Vehicles that are not operational may not be parked for more than 14 days.
 16. FIRE PROTECTION: A 100-foot hose must be kept outside on the property.
 17. RESPECT your neighbor's privacy. Short-cuts through member's lots and parking in neighbor's lots is by permission only.
 18. TRASH DUMPSTER is located at the storage yard entrance. All trash must be placed in plastic bags and all boxes must be flattened. Failure to utilize plastics bags could attract animals and result in the wildlife scattering trash throughout the resort. No hazardous waste or tires is permitted in the trash bin or brush trailer. Dumpster pick up has a summer and winter schedule. The brush trailer is to be used for landscape debris and larger non-household trash items.
 19. LAUNDRY: Coin-operated machines are in the clubhouse. An area for hanging laundry is provided by the resort and is located adjacent to the clubhouse. Articles of clothing may not be hung outside any other building if visible to other park members. Please be considerate and clean the washers, dryers and floor (if necessary) when you are done.
 20. FISHING in the resorts pond requires that children aged 14 years or younger must be always supervised by an adult. Our pond is catch and release only, with barbless hooks. (Crimping the barb on the hook will suffice.)

21. **PERSONAL BEHAVIOR:** Unacceptable behavior of any resort member(s) will not be tolerated. This includes, but is not limited to, verbal, personal gestures and/or physical attacks and threats of harm, implied or otherwise. If the incident involves a perceived threat, 911 should be contacted immediately. (A.R.S 13-2904)

The procedure for reporting any type of complaint against any resort member is to file a written report with any Board member utilizing the Concern/Suggestion form located on the clubhouse bulletin board. Explain the behavior prompting the complaint and include name(s), lot number(s), and as much information as possible to assist the Board in determining the best course of action. This confidential signed complaint can be provided to any Board member. See contact information at the end of these Rules and Regulations.

22. **STORAGE YARD:** The resort's storage yard is available on a first come first served seasonal basis. If you are interested in being assigned a spot, please contact the Board Treasurer prior to utilizing the storage yard. The storage yard is intended for member's boats, ATVs, cargo and utility trailers not exceeding 20 feet in length as measured from the rear bumper to tongue. Campers/RVs and motor homes are not allowed. Camper/RV definition: a trailer or vehicle which has permanent bath and or kitchen facilities (holding tank). No motor vehicles (automobiles or trucks) are to be stored in the storage yard. No sleeping is allowed in any stored item in the storage yard. Lot spaces are marked off in various sizes: maximum will be 10 feet wide x 20 feet in length. Lot spaces will be clearly marked, and no alterations are allowed to the spaces. Members must park as near the center of the width of the space as possible to assure neighboring member access to their stored trailer/boat/ATV. All members must label their reserved space with their name and lot number. In the event of an emergency or need to relocate a stored item, please provide a key to the Board for any trailer tongue locks. Keys will be secured in the office on the keyboard, accessible only by Board members. Due to space constraints, only one space per member. NOTE: Members using the storage yard do so at their own risk. (Revised July 2024)

23. **OVERNIGHT STREET PARKING IS NOT ALLOWED.** Overnight, vehicles must be parked entirely on member lots.

24. **MAIL:** Each member has a mailbox on Tall Pine Road. Members are responsible for maintaining their respective box, lock and key. Sellers are responsible for providing buyers with a key to the mailbox.

25. **KEYS:** Members are encouraged to leave a spare copy of their unit's key, for the keyboard, in the office in case of emergency or loss of key. Keys can be given to any Board member for registering and only will be accessible by Board members. The key will be used by a Board member only at your request, or in case of an emergency.

26. **WINTERIZING:** Members are responsible for their own unit including general cleaning of roof, decks, awnings or carports and seasonal preparation for storage or use. Winterizing is strongly recommended to prevent pipes (inside, outside or under the unit) from freezing and bursting.

27. NO OPEN FIRES or fireworks are permitted at any time in TPRVR with the following exceptions:

- Open “recreational “fires are permitted within a steel fire ring, metal fire pit or chiminea. A recreational fire is defined by size as not larger than 3 feet in diameter and 2 feet in height of burnable wood or charcoal products.
- All open fires and grilling are to be under constant adult supervision.
- There must be a 5-foot area clear of debris surrounding a steel fire ring, metal fire pit or chiminea.
- The area above a steel fire ring or metal fire pit must be clear of branches for a minimum of 6 feet.
- The area above a chiminea must be clear of branches for a minimum of 10 feet.
- A garden hose, under pressure, must be nearby and ready to extinguish the fire as necessary.
- Open fire must be out and cool to the touch before removing supervision. Timber Mesa Fire District has a recorded line with open debris fire restrictions status at (928) 367-3473.
- Timber Mesa Fire District recommends that the rules for debris burning be followed for recreational fires.
- No burning of wood or charcoal products are allowed during Red Flag Conditions or Stage 2 fire restrictions that are set according to Navajo County of Show Low. If in doubt, contact a Board member for clarification.

28. INSURANCE: It is the responsibility of each member to provide and maintain both physical damage and liability insurance coverage for their unit.

29. COMMENTS, QUESTIONS, CONCERNS AND SUGGESTIONS: To communicate with the Board, members may communicate via written information, electronic transmission (email) or by first-class mail. Suggestions/Concern form are available on the bulletin board in the clubhouse. Written letters or forms can be delivered directly to the Board Office mail slot. NOTE: Office is not staffed. Should a member have an emergency, they are to contact a Board member directly. Communications will be considered confidential with the Board unless otherwise authorized by the submitting member.

30. BOARD OF DIRECTORS POWERS: Article 5, Section 6 of the By-Laws provide for the right of the Directors to change the By-Laws or Rules and Regulations as conditions warrant. Revised By-Laws or Rules and Regulations and enforcement supersede previous versions. Updated R & Rs will be posted in the encased bulletin board outside of the office and members will be notified.

31. BREACH OF RULES AND GUIDELINES: If any of the Bylaws, Rules & Regulations, Architectural Guidelines etc. are breached by a member or their guest the Board is obligated and reserves the right to take corrective action. These actions will be reviewed and determined by the Board on a case-by-case basis and may include but are not limited to any or all of the following:

- A verbal, documented warning with discussion on how to resolve the issue.

- A written notice from the Board requiring resolution as determined by the Board.
- A 2nd written notice requiring resolution with a membership termination warning.
- If the issue has not then been resolved, the Board has the right to assess fines as they deem appropriate and or begin membership termination proceedings at the expense of the violating member.

Tall Pines RV Resort, Inc.

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