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## **HAPPY TRAILS COMMUNITY ASSOCIATION**

### **RULES AND REGULATIONS**

REVISED FEBRUARY 11, 2016

**This document replaces in its entirety the Rules and Regulations revised November 13, 2008, and recorded on January 6, 2009, at instrument number 2009-0008402, and any amendments thereto.**

17200 W. Bell Road, Surprise AZ 85374  
(623) 584-0066

# FOREWORD

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These Rules and Regulations are applicable to the Happy Trails Community Association Owners, Residents, Guests and Visitors. All previous editions of Rules and Regulations are hereby amended. Changes made in this amendment supersede the wording in all previous editions.

This amendment amends ONLY the Rules and Regulations. They in no way amend or supersede any portion of the Declaration of Covenants, Conditions and Restrictions.

The Happy Trails Community Association Rules and Regulations may from time to time be adopted, amended or repealed in accordance with CC&R 3.9.

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Revised and approved by the Board of Directors for the Happy Trails Community Association at the February 11, 2016 Board Meeting.

# HAPPY TRAILS COMMUNITY ASSOCIATION

## RULES AND REGULATIONS

### PURPOSE:

These *Rules and Regulations* provide for amplification and clarification regarding the use and occupancy restrictions contained in the Declaration of Covenants, Conditions & Restrictions for Happy Trails Resort (CC&Rs) and to establish rules of conduct for the good of all persons present on Happy Trails Resort.

Happy Trails Resort is not, and was not, established as a public "RV park." Please help us to maintain and improve our Resort, our environment, and our lifestyle by adhering to these simple *Rules & Regulations*.

### **PART 1**

#### **Definitions**

Unless the context clearly requires otherwise or unless defined differently below, capitalized terms shall have the same meaning provided in the CC&Rs. The following terms used in these Rules and Regulations are defined as follows.

- 1.1 Adult. Any person who is at least eighteen (18) years of age.
- 1.2 Child/Children. Persons under eighteen (18) years of age.
- 1.3 Guest. A Person who resides with a Resident limited to a period not to exceed fourteen (14) days per calendar year. Children are considered Guests but will not be counted in the complement (see 3.4).
- 1.4 Residence Vehicle. A vehicle/residence you live in as described below. In addition to the following requirements, all Residence Vehicles must meet the safety, health & building codes of Federal, State, and local regulatory agencies:
  - A. *Park Model*. A vehicle not more than twelve (12) feet in width and with not less than three hundred twenty (320) nor more than four hundred (400) square feet of living space with plumbing, heating or electrical systems that will not operate without being connected to outside utilities.
  - B. *Recreational Vehicles*. A vehicle not less than twenty four (24) feet, but no more than forty five (45) feet in length, with or without its own mode of power, such as motor homes, fifth wheels, or travel trailers which are self contained and designed to provide temporary living quarters for recreational, camping or travel. The length of a recreational vehicle unit is defined as the overall, exterior, actual measured distance between the rear of the unit to the front of the unit. This excludes the bumpers, hitch, drawbar, and any ladders, spare tire, propane tanks or any after-

market attachments.

- C. *Vacation Villa.* A vacation villa is a permanent residence with less than seven hundred (700) square feet.
- D. *Manufactured Home.* A Manufactured Home (section #7) is a permanent residence with not less than six hundred seventy two (672) square feet or more than twelve hundred (1200) square feet. Super lot (Section #8) units have a minimum of twelve hundred (1200) square feet to a maximum of sixteen hundred (1600) square feet. Units in Sections 1,3,4,5, 6 & 9 have a minimum of four hundred (400) and a maximum of eleven hundred fifty (1150) square feet.
- E. *Habitable Space/Arizona Rooms.* An Arizona Room is Habitable Space, but it is not the main residence on a Lot. See CC&R's page 6, Section 1.31.

- 1.5 Resident. An Owner or renter who resides in a Residence Vehicle on a designated Lot.
- 1.6 Visitor. A person who visits a Resident but does not stay overnight or any persons occupying a Lot for (14) fourteen days or less in any calendar year.

**PART 2**  
**Age Restrictions**

- 2.1 Age Restriction. Pursuant to Section 11.4 of the CC&Rs, at least one Resident of each Residence Vehicle must be fifty five (55) years or older, and all other Residents must be at least forty (40) years of age or older. EXCEPTION: Guests are not bound by the age restriction for the limited period they reside on a Lot.
- 2.2 Age Verification. Proof of age upon purchase or rental of a Lot/Residence Vehicle will be required.

**PART 3**  
**Resort Decorum**

- 3.1 Quiet Hours. Resident quiet hours are from 10:00 PM to 7:00 AM.
- 3.2 Children. Children shall be accompanied by a Resident or Adult Guest when on the Resort.
- 3.3 Limitations. Guests are limited to two (2) Adults per Residence Vehicle. Residents are limited to two (2) Adults per Residence Vehicle unless otherwise approved by the Board of Directors.
- 3.4 Guests are limited to a period not to exceed (14) fourteen days per calendar year.
- 3.5 Common Areas. Residents, Guests and Visitors are expected to maintain the Common Area

facilities in a clean, neat and orderly manner. Please remember that the Common Area facilities are for the use of the Residents. Although Guests and Visitors are extended the privilege to use them, the privilege is subject to revocation if misused or abused.

- 3.6 Vehicles on Sidewalks. Bicycles, golf carts, roller skates, roller blades, skate boards or other vehicles are prohibited from being used, driven or operated on sidewalks or patios in the Neighborhood Centers or the Town Center.
- 3.7 Smoking. Smoking is not permitted in any Happy Trails Community Association building or within 20 feet of the entrance of any such building.
- 3.8 Residential Lot. Each lot is intended for residential use. Refer to Section 11.1 of the CC&Rs.

#### **PART 4**

##### **General**

- 4.1 General Information HTCA information can be obtained through the Association's web site [www.htresort.com](http://www.htresort.com).
- 4.2 Registration. Residents, Renters, Guests, and Visitors must register at the Security Station upon arrival at Happy Trails Resort. Residents shall ensure that their Guests and Visitors register at the Security Station upon arrival at the Resort.
- 4.3 Extended Absences. Residents shall complete the "Arrival and Departure" form upon leaving the Resort for seven (7) days or longer and as soon as possible upon return to ensure proper and accurate records.
- 4.4 Mail. The U. S. Postal Service delivers mail to the mail lock boxes in the Resort U.S. Post Office. To be sorted properly, the Lot number must be on all mail.
- 4.5 Messages. Emergency telephone messages will be delivered immediately by Security twenty-four (24) hours a day. Other messages will be handled routinely by Pony Express/Security during normal office hours.
- 4.6 Posted Rules. Special rules posted in specific areas of the Resort are incorporated in, and are made a part of, these *Rules & Regulations* and are to be followed and adhered to as such.
- 4.7 Emergencies. Dial 911 and notify Security (623-584-0068) for all fire, police and medical emergencies.
- 4.8 Solicitation. Soliciting of any kind is strictly prohibited within the Happy Trails Resort. The Board of Directors may grant exceptions.
- 4.9 Residents/visitors are not to use any part of the golf course paths for exercise or dog

walks.

**PART 5**  
**Residence Vehicles**

5.1 Approved. All Residence Vehicles must be approved before being placed in the Resort. All Residence Vehicles may be inspected and are accepted on the basis of length and appearance. Residence Vehicles under twenty-four (24) feet or over forty-five (45) feet will not be accepted. Residence Vehicles over ten (10) years in age will not be accepted unless specific written approval is obtained from the Board of Directors or its appointed staff. Pursuant to Section 9.1 of the CC&Rs, any Residence Vehicle shall be maintained by the owner in thoroughly excellent, like new condition. This means vehicle must look new, is free of rust and needs no re-conditioning (i.e. work by a professional on the paint, trim or body) Only one Residence Vehicle per Lot is permitted.

5.2 Recreational Vehicle. A Recreational Vehicle (section 1.29) used as a Residence Vehicle shall:

- A. Be self-contained and equipped with a HUD - approved sewer trap and vent;
- B. Have suitable utility connections (including a screw-type sewer adapter and hose) for external hook-up;
- C. Meet all Federal, State, County and City requirements and RV codes;

5.3 Prohibited Vehicles. Vehicles not permitted as a Residence Vehicle include:

- A. Tents, tent trailers and vans;
- B. Converted school buses or trucks;
- C. Truck-mounted (slide-in) campers;
- D. Any other vehicle which, in the opinion of the Design Review Committee or Board of Directors detracts from the intent, purpose or general appearance of the Resort.

5.4 Placement/Setback. The Residence Vehicle must be backed onto the Lot with the "curb" side doorways facing the patio. All Lots are subject to specific setback requirements. Unless otherwise stated in the Design Review Guidelines, no Lot improvements, other than the required inert ground cover, may encroach into these setbacks. The City of Surprise regulates these setbacks. Those improvements specifically permitted to be placed within the required setbacks are done so at the Owner's risk of moving the improvements, at his/her expense, should it become necessary to perform public utility work in these areas. Setbacks commence at the property line and extend into the interior of the Lot. Measurements are taken from the

Lot side of the street curb.

**FOR FURTHER CLARIFICATION PLEASE REFER TO DESIGN GUIDELINES  
MOST RECENT ISSUE.**

5.5 Hook-Ups. All hook-ups shall be properly made to the receptacles provided on each Lot in accordance with the City of Surprise building codes or manufacturer's specifications.

5.6 Prohibited Lines and Ropes. Connecting of lines, clothes lines, wires or ropes between vehicles, water risers, electrical pedestals, trees, landscape items or vent pipes is prohibited.

5.7 Prohibited Uses. It is prohibited on a setback to:

- A. Place a Residence Vehicle, or any addition or improvement to a Residence Vehicle on or over the setback;
- B. Drive or park any vehicle on the rear of a Lot. (Buried utility facilities could be damaged).

5.8 Damages. Any damages to utility facilities or connections caused by a Resident or Guest shall be the financial responsibility of the Owner or Resident.

5.9 Removal. Any item (landscaping, structures, etc.) placed in, on, or over a setback that must be removed shall be done at the Owner's or Resident's expense.

**PART 6**

**Transportation Vehicles and Parking**

6.1 Passenger Cars. Only passenger vehicles, including passenger vans, motorcycles, pick-up trucks or a golf cart may be parked on any Lot. All vehicles must be parked on the Lot driveway area (which shall be concrete, as required by the Design Guidelines). No vehicles shall be parked so that any portion of the vehicle encroaches over the concrete ribbon curb. For Residents, conversion vans and truck-mounted campers are considered passenger vehicles, but these vehicles can be parked on a Lot only if they are the Resident's only means of transportation and they otherwise comply with the Association's governing documents.

6.2 Designated Parking. Any vehicle that will not fit under the patio cover and/or within the Lot boundaries must be properly parked in a designated storage parking area. The HTCA Office will collect rental fees and assign storage parking spaces. Villa area parking is designated for Villa Residents and Guests only.

6.3 Special Use Permits. A special use parking permit must be obtained from the Security Station for temporary RV parking for loading and unloading. Maximum use of these

parking passes is seventy-two (72) hours unless otherwise specifically authorized in writing by Security. Any type of trailer (RV, boat, etc.) must remain hitched to tow vehicle while parked on the street. This is a fire department requirement.

6.4 Guest Parking. The preferred location is on the Lot the Guest is visiting. Passenger vehicles of Guests may also be parked overnight (10:00 PM to 7:00 AM) at the Town Center with a permit from Security.

- A. Any Type of RV must be parked in Town Center by permit.
- B. Slide-out campers cannot be removed from the truck.
- C. No occupancy at all in Town Center parking lot.
- D. If RV qualifies, rental of a RV lot can be arranged through a private lease.

6.5 Prohibited Vehicles. Vehicles prohibited from being parked or stored on any Lot or street include:

- A. Cargo, utility and golf cart trailers, 3 or 4 wheel ATV's;
- B. Boats and boat trailers;
- C. Any other vehicle not expressly designed for RV residence or transportation;
- D. Car dollies, unless stored at the rear of the Recreational Vehicle;
- E. Any vehicle which detracts from the intent, purpose or general appearance of the Resort.

6.6 Designated Golf Cart Parking: Parking spaces designated exclusively for golf carts will be marked "Golf Cart Access Only". No other vehicles are allowed in designated golf cart spaces.

## **PART 7**

### **Vehicles and Traffic**

7.1 Speed Limit. A limit of twenty (20) miles per hour on Happy Trails Boulevard and Roy Rogers Boulevard is in effect for all vehicles. A limit of fifteen (15) miles per hour is in effect on all residential streets.

7.2 Right-of-Way. Drivers, bicycle operators and pedestrians are urged to use extreme caution at all times to prevent accidents. The following right-of-way rules apply in the Resort:



- A. Drivers of motor vehicles and golf carts shall yield the right of way to pedestrians and bicycle operators.
- B. Bicycle operators shall yield the right of way to pedestrians.
- C. Pedestrians shall use sidewalks where available.
- D. Golf carts and bicycles must use right side of the street.

**NO ONE SHOULD ASSUME THEY HAVE THE RIGHT OF WAY. ALWAYS PROCEED WITH CAUTION. OBEY ALL SPEED LIMITS AND STOP SIGNS**

7.3 Repairs. Repairing vehicles on Lots, streets or Common Areas is prohibited. A repair service or tow truck may be called to move your disabled vehicle to a place of repair, but repairs may not be made on site. An area by the Wash Rack may be used for light repairs (i.e.: oil changes, lube jobs, etc.). *Hazardous materials, such as oil, fluid and batteries, must be disposed of off property at an approved recycling center.*

**THIS AREA IS FOR REPAIRS ONLY. NO WASHING OF VEHICLES IS PERMITTED.**

7.4 Vehicle Registration. Residents shall register all vehicles with Security and display a proper permit or pass at all times.

7.5 Vehicle Storage. The Resort provides limited storage facilities for RV's, boats, motor vehicles, campers, utility trailers and tow dollies. If a need arises to bring such a vehicle on the Resort, space may be rented from the HTCA office on an as-available basis.

7.6 Golf Carts. Only a person with a valid driver's license may operate golf carts. Security will verify valid driver's license information. For the first offense, a warning citation will be issued to the Adult Resident or Guest who is the owner of the golf cart and allowed an unlicensed minor to drive same. For the second or more offenses, a citation will be issued to the Adult Resident or Guest who is the owner of the golf cart and allowed an unlicensed minor to drive same with a fine of fifty (\$50.00) dollars.

**ONLY ELECTRIC CARTS ARE ALLOWED.**

## PART 8

### Name / Identification Badge

8.1 Name Badges. Each Owner shall obtain a name badge from the HTCA Front Desk.

8.2 Name Badge Wearing. Unless otherwise required or requested, badges should be worn at all times as a means of identification while in the Common Areas facilities. Wearing name badges may be required for admission to Resort events.

**PART 9**  
**Architectural Modification Permits**

9.1 External Changes. Contact the HTCA DRC Office before making any changes or additions to your Lot or outside your residence. Any modification to a Lot (structural or landscaping) must have prior written approval from the Design Review Committee (DRC) before beginning the project.

9.2 Applications. An *Application for Lot Improvements* may be secured at the HTCA DRC Office. Do not expect immediate approval. Approval is based on current requirements and is not subject to any prior conditions that may have existed in the Resort that no longer apply with present regulations. Any delivery made or any project begun without written authorization is subject to being returned, removed, or made to comply at the Owner's or Resident's expense.

9.3 Prior Approval. A detailed, approved application signed by the DRC must be in possession before:

- A. Delivery of a Park Model or Manufactured Home;
- B. Construction of a shed, building, fence, wall, or any other structure or improvement of any type;
- C. Commencing to change, add or modify (including painting) any shed, building, Residence Vehicle, wall or other structure or improvement;
- D. Commencing to construct, change, add or modify any landscaping, grading or drainage;
- E. Commencing any repairs, additions or modifications to the exterior of any Residence Vehicle.

For more information on the DRC and its review policies and process, please consult the current HTCA Design Guidelines.

**PART 10**  
**Pets**

10.1 Pet Limit. Dogs, cats and birds are permitted but limited to two pets per Lot. All pets must be registered at the HTCA office, and proof of required inoculations per Maricopa County must be presented.

10.2 Excluded Pets. Excluded are pets that present a danger or a nuisance to other people or Pets.

10.3 Droppings. A pet owner may not permit the animal to relieve itself on any Lot the

owner does not own or rent. All “*droppings*” must be picked up and properly disposed of by the pet owner in the Owner’s garbage or the Association’s dumpsters. Violations are subject to fine.

- 10.4 Pet Control. Pets shall never be allowed to run loose at any time, nor are they allowed in any common building, pool area, or on any part of the golf course. No pet shall be left unattended.
- 10.5 Lot Restriction. All pets must be tethered on the Lot so as to be unable to reach the boundary line of the Lot. In accordance with Maricopa County and City of Surprise leash law, pets must be restrained by a leash no longer than six (6) feet when being walked in any area other than your Lot. Walking pets on streets is permitted.
- 10.6 Owner Responsibility. Pet owners are responsible for any property damage, injury, and disturbances caused by their pets.
- 10.7 Pet Pens. No pet pens, permanent, portable, temporary, travel-type cages, or doghouses are permitted on the exterior of any Residence.
- 10.8 Wild Animals. Feeding of wild animals/birds is prohibited due to the nuisance and health and safety issues created by attracting wild animals and/or by large numbers of birds congregating in one area. Birds, especially, carry diseases that can be transmitted to humans. Notwithstanding the foregoing, hummingbird feeders are allowed.

**PART 11**  
**Swimming Pool Area Rules**

- 11.1 Residents and Guests. Only Residents and their Guests and Visitors may be allowed in the pool area. Residents are responsible for their Guests and Visitors at all times
- 11.2 Pool Hours. Pools are open from 6AM to 10PM except during the winter months.
- 11.3 Covers. Pools may be covered during the winter season from approximately November 1 to April 15 depending on the weather. Once covered, the pool covers are not to be removed in any way for safety reasons.
- 11.4 Resort Identification. Resort Identification should be in possession at all times.
- 11.5 Showers. Shower before entering the pool or Jacuzzi.
- 11.6 Lotions. Sunscreen lotions, creams or oil, etc., are prohibited in the pool or Jacuzzi. These are to be showered off before entering the water.

- 11.7 Running or Loud Noises. There shall be no running, jumping, diving or loud noises allowed in the pool or pool area.
- 11.8 Glass Containers. Glass containers are strictly prohibited in the pool area.
- 11.9 Pets. Pets are prohibited in the pool area, except service animals.
- 11.10 Children. All Children must be accompanied by a Resident or Adult Guest. Children may only use the pool or be in the pool area as follows:
- Town Center Pool - Unlimited (Except when HTCA or Activities sponsored activities are in session.)
- Neighborhood Pools - No Children (October 1 to May 1, exception: when Town Center Pool out of order) Off-Season hours for Children in neighborhood pools - 10 AM to 3 PM and 5 PM to 10:00PM
- 11.11 Swim Wear. Appropriate swimwear is required. No swim diapers or rubber pants are allowed.
- 11.12 Jacuzzi. No children under the age of 18 allowed in the Jacuzzi.
- 11.13 Audio equipment in pool and spa areas: Battery operated personal radio/recorders are allowed only when using earphones. Organized Exercise groups may use audio equipment without earphones. Audio equipment shall be battery powered, including the cordless mike. Sending unit of cordless mike, a 110V unit, to be plugged into a GFI outlet, a minimum of 25' from a pool or spa. Audio equipment to be operated by a non in pool participant of the exercise group. Volume to be only as loud for the participants in the pool to hear instructions. USE OF AN EXTENTION CORD(S) IS PROHIBITED.
- 11.14 Toys. Toys, balls, floatation devices (rubber rafts, air mattress, etc.), bobby pins, hair rollers and pics are prohibited in the pool and Jacuzzi. Personal floatation devices ("Swim Noodles", plastic milk bottles, and kickboards.) are permitted.

## **PART 12**

### **Miscellaneous**

- 12.1 Contractors/Owners Hours. Contractors and Homeowners are not allowed to work in the Resort on Sundays and the following holidays, except for an emergency: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Christmas Day. Normal work hours are: In season-10/1 to 4/30, 7:00 am to sunset. Off Season 5/1 to 9/30, 6:00 am to sunset.
- 12.2 Lot Maintenance. Maintenance of Lots and Residence Vehicles, including all

improvements, are the responsibility of each Owner (see Part 14 Enforcement).

- 12.3 Wheel Covers. Only manufactured wheel covers (available from RV/Auto supply stores) are allowed on any vehicle.
- 12.4 Patio and Deck Use. Major free standing full size household appliances e.g. refrigerators, freezers, stoves, other than drop-in, or overstuffed **interior** furniture on the patio or deck are prohibited. Only normal Patio Items (such as BBQ's, Patio Furniture, etc.) and bicycles can be stored outside. Any items that are stored under RV's must not be visible. RV must be skirted with approved materials (see Design Guidelines).
- 12.5 Private Property. Please respect your neighbor's right to privacy by using the streets rather than crossing through a private Lot. This includes using a bicycle or when walking.
- 12.6 Signs. Signs on individual residence Lots are prohibited with the exception of the approved Resident name and lot number sign, which will be attached to the residence light post.

For Sale/For Rent Signs. Commercially produced "For Sale" or "For Rent" signs no larger than eighteen by twenty-four inches (18" x 24") and any associated sign riders (not exceeding six by twenty-four inches (6" x 24")) are allowed while the Lot is for sale or for rent. Similarly, "Open House" signs as may not be prohibited by law are permitted on a Lot.

Political Signs: The indoor or outdoor display of political signs as permitted by county and municipal ordinances is permissible on a Lot no earlier than seventy-one (71) days before the day of an election and must be removed no later than three (3) days after an election.

All other signs required by legal proceedings or which cannot be prohibited by law are permitted.

All parties installing signs on Lots are advised that they are responsible for the cost of repairing any damage occurring as a result of sign installation or removal, as provided by Paragraph 5.8 of these Rules and Regulations.

- 12.7 Exterior Speakers. No loud or shrill exterior speaker, horn, whistle, bell or other sound device shall be located, used or placed within the Resort.
- 12.8 Clotheslines. No clotheslines are permitted on the Lot or the exterior of the residence. No garments, rugs, laundry or similar articles may be hung or suspended from the windows or outside of the Residence Vehicle.

- 12.9 Contractor Insurance. Off-site vendors (not Happy Trails Community Association or Residents) doing business within the Resort are required to have a proof of liability and Worker's Comp Insurance on file in the Design Office. Anyone not in compliance shall be prohibited from entering the Resort. Residents should investigate before scheduling an appointment to ensure compliance.
- 12.10 Lighting. No spotlights, floodlights, or high intensity lighting may be installed on any Lot.  
EXCEPTION: Low intensity, motion detector controlled lighting may be installed as long as lights are only activated from within or upon the Lot. Must not be activated from street, adjoining Lots, or Common Areas.
- 12.11 Nuisance. No person may pursue any business, hobby or other activity within the Resort which may in any way create a nuisance or cause a disturbance to others which will obstruct or interfere with the right of others to use or enjoy the Common Areas or their respective Lot(s). A person's activity may not in any way be harmful, dangerous or unsafe to the health, safety or welfare of any person or property within the Resort, as determined by the Board of Directors. They may not be in violation of any federal, state, county or city law, code, regulation or ordinance. A nuisance is defined as anything that is offensive in a visual, audible, or olfactory manner or that obstructs or interferes with the rights of others, as determined by the Board of Directors. Reference CC&R's page 29 11.8
- 12.12 Billiard Room & Exercise Room. No one under the age of 18 is allowed in the Billiard Room or Exercise Room.
- 12.13 Open Fire Pits. Open fire pits and exposed woodpiles are prohibited. Natural wood may **not** be burned in any indoor or outdoor fireplace, stove, or container. Charcoal briquette or processed logs such as Duraflame, Presto Logs or supermarket brands are acceptable. Burning material may not be stored in an open area on any Lot.

### **PART 13**

#### **Resort Employees**

- 13.1 Employee Tasks. Resort employees have been hired for the benefit of all Residents of the Resort, and Resort employees are prohibited from performing work tasks for any individual during regular working hours except in emergencies or as specifically authorized or directed by management.

### **PART 14**

#### **Enforcement**

- 14.1 Enforcement. The Association or its authorized agent shall have the right to enforce its governing documents, including these Rules & Regulations. Any action undertaken or process of complaint initiated shall be in accordance with the procedures listed in the

current CC&Rs and pursuant to applicable law.

14.2 Fine

- A. In addition to any other enforcement remedies available to the Association, and without waiving any of its legal rights or remedies, the Association intends to pursue enforcement of these Rules and Regulations, the CC&R's, and the Design Guidelines for Happy Trails Community Association by the following fines which may be levied by the Board of Directors after providing notice and an opportunity to be heard to the offending Owner. Note that the Board may, in its sole discretion, determine whether to skip any courtesy notice prior to considering a fine or whether to forego fines in favor of such other enforcement action as may be permitted under the Association's governing documents.

14.3 Opportunity to be Heard. Grievances (Statement of Defenses) arising from, or an appeal of, any enforcement Action and/or Monetary Penalty must be addressed in writing to the Board of Directors of the Association, dated and signed by an Owner, and forwarded to the Association **within 14 calendar days** of receipt of the formal notice of violation. Upon receipt of a Statement of Defenses and request for hearing, the Board shall set a date and time to hear the Owner's grievance, and the Board will provide notice to the Owner at least 14 calendar days prior to the date of the hearing. Decisions of the Board are final in all cases

**MONETARY PENALTY PER MONTH  
FOR**

<b>VIOLATION</b>	<b>FIRST OFFENSE</b>	<b>CONTINUED OFFENSE</b>
Speeding	\$ 25.00	\$50.00
Parking	50.00	*See Note
Signs	50.00	*See Note
Design/Construction	100.00	500.00
Landscaping	50.00	100.00
Appearance	50.00	100.00
Business/Soliciting	250.00	500.00
Nuisance	25.00	50.00
Pets	25.00	50.00

**Other Violations: Monetary Penalty set by Board of Directors**

- \*Note 1. Continuing violation of Parking or Sign Rules will result in the doubling of the fine each month to a maximum of \$2,500.00. (Example: \$100, \$200, \$400, \$800, \$1,600, etc.)
2. Flagrant violation by Renters, Guests and Visitors will be sufficient reason for their being asked to leave the Resort.

**CERTIFICATION**

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting President of HAPPY TRAILS COMMUNITY ASSOCIATION, an Arizona non-profit corporation, and, that the foregoing Rules and Regulations were duly adopted by the Board of Directors of the Association at a Board meeting held on February 11, 2016.

DATED this 12<sup>th</sup> day of February, 2016.

Happy Trails Community Association

By: James H. Mehring  
Its: HTCA President

STATE OF ARIZONA        )  
  ) ss.  
County of Maricopa        )

On this 12 day of February, 2016, before me personally appeared JAMES H. MEHRING, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed this document.

Linda J Johnson  
Notary Public

Notary Seal:

