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VVL RECREATIONAL AND CLUBHOUSE FACILITIES GUIDELINES AND RULES

HOURS OF OPERATION CLUBHOUSE

MONDAY – FRIDAY	6:00 AM - 10:00 PM
SATURDAY	6:00 AM - 10:00 PM
SUNDAY	7:00 AM - 9:00 PM

HOURS OF OPERATION TENNIS CENTER

MONDAY-THURSDAY (SEPT-MAY)	4 PM-7 PM
SUNDAY	CLOSED

HARBOR POOL

MONDAY – SATURDAY	6:30 AM – 9:30 PM
SUNDAY	7:30 AM – 8:30 PM

FACILITY USE GUIDELINES

- A) **RESIDENTIAL PROPERTY OWNERS:** A property owner of a house, townhouse, condominium or residential lot in Val Vista Lakes is an Association Member. Each owner has one voting membership per property owned and is entitled to use all Association facilities. Each live-in family member is a member of the Association with the privileges of using Association facilities. A property owner may transfer his/her facility privileges to a renter. However, this transfer does not extend voting privileges.

The owner shall provide a written letter of consent to the clubhouse manager for verification of the names on the lease, and the length of the lease along with a check payment for the payment of the membership transfer fee (please inquire as to the current fee amount). Membership will only be extended to names specified on the lease and for the length of time specified on the lease.

B) **COMMERCIAL PROPERTY OWNERS:** A commercial property owner is an Association Member. Each commercial property owner has one voting membership per acre or a parcel less than one acre owned and is entitled to use all Association facilities. A commercial property owner may transfer his/her facility privileges to a specific designee. The property owner must provide a written letter of consent to the clubhouse manager. A designee must be one person and their immediate family residing in a single household.

C) **GUESTS:**

- 1) Those who are temporarily residing in the same household as the Member or Designee are considered houseguests. The Member may obtain temporary houseguest cards by signing a guest pass application for each guest. Houseguests of an Association member may use the facility unaccompanied if they have a temporary houseguest card.
- 2) Guests staying two days or less will be issued a temporary pass. Houseguests staying more than two days are required to obtain a VVL picture ID. Members may obtain the temporary pass or picture ID by bringing your houseguest to the Clubhouse to fill out the appropriate paperwork and obtain the temporary pass or picture ID. Cost per picture ID card is \$5.00.

- 4) A picture ID from outside the Phoenix Metropolitan area will be required to establish eligibility for a houseguest pass.
- 5) Houseguests may not bring other guests to the facility. Houseguest cards are valid for a period no longer than 30 days.
- 6) The Association recognizes that there are occasions when a member may wish to bring guests to the facilities. **Members listed as the Owner of record on the Deed** will be allowed to bring **up to 10 guests**. **Remaining Members** of the household **twelve years or older** will be allowed to bring **two guests**.
- 7) The Member **must remain** on the **premises** with their guests while they are using the facility unless a guest pass has been prearranged.
- 8) The Member is allowed 4 reservations per year at no charge, up to the capacity of the area (this applies to the areas available for reservation online). A \$100.00 refundable security deposit is required for the reservation of outside facilities, Activity Room and Tennis Center. Such occasions must be reserved online and approved by the Banquet Manager in advance. Use of the Banquet Room and West Wing will require the current deposit and fee schedule. All designees and guests will be required to abide by the same rules as members. **See Section M) FACILITY RESERVATIONS.**

D) **ENTRY CONTROL:**

- 1) The use of Val Vista Lakes' facilities is restricted to members of the Val Vista Lakes Association and their sponsored guests.

- 2) To help enforce this restriction, all members 12 years of age and older are entered into the membership system. To be entered into the membership system, proof of age is required (birth certificate or driver's license).
- 3) Anyone in the household ages 18 and up (not listed on the deed) will need to provide proof of address before being entered into the membership system. The proof of address will need to be updated every six months.
(Approved 8/18/16) To allow spouses who are not listed on the deed continuous membership access, a marriage certificate shall be shown once as proof of address in lieu of showing proof of address every six months.

Accepted forms of proof of address are:

- A driver's license issued within the last 60 days
 - A bank statement mailed within the last 30 days
 - A credit card statement mailed within the last 30 days
 - A utility bill issued within the last 30 days
 - School registration/grades mailed within the last 60 days
- 4) Children eleven years of age and younger must be accompanied by a parent or a responsible adult (18 years or older) at all times.
 - 5) A member may obtain a babysitter pass by signing a babysitter application for the babysitter. The babysitter will be granted access to the facilities only when accompanying the member's children on the application. Babysitters may not bring other guests to the facilities. A babysitter may have a maximum of four (4) children and they must be eighteen (18) years of age or older. A babysitter's pass can be issued for not more than six (6) months at a time.

- 1) Houseguests of an Association member may use the facility unaccompanied if they have a temporary houseguest pass or ID card. Guests staying two days or less will be issued a temporary pass. Houseguests staying more than two days are required to obtain a VVL picture ID. Members may obtain the temporary pass or cards by bringing the houseguest to the Clubhouse to fill out the appropriate paperwork and obtain the temporary picture ID. A picture ID from outside the Phoenix Metropolitan area will be required to establish eligibility for a houseguest pass. Cost per picture ID card is \$5.00. Houseguests may not bring other guests to the facility. With these temporary cards the guests will be granted unaccompanied access to the Association's facilities.
- 2) No animals will be allowed in the Clubhouse or activity areas. Exception - Seeing eye, hearing ear dogs, or animals assisting those with a physical disability.
- 3) Shirts and shoes must be worn in the tennis and clubhouse facility at all times.

E) ***SWIMMING POOL AND LAGOON:***

- 1) The pool and lagoon are for the use of the general membership except for those times set aside for classes and other special events.
- 2) There is no lifeguard on duty. Posted rules must be followed.
- 3) Children eleven years of age and younger must be directly supervised by a parent or responsible adult (18 years of age or older).

- 4) Swimsuits must be worn. Cut-offs or underwear worn as swim wear is prohibited. Tee shirts are permitted over swimsuits. Please keep in mind that Val Vista Lakes is a family-oriented community and appropriate swimwear is required.
- 5) Smoking is allowed in designated areas only. No smoking is allowed in the Clubhouse, Harbor or Lagoon pools and spas.
- 6) Per Maricopa County Health code, no food or beverages may be consumed in the pools, spas, or lagoon and must be kept at least 4 feet from the water's edge.
- 7) Per Maricopa County Health code, no glass is allowed (this includes pickle jars, bakeware, etc). All trash must be placed in trash containers.
- 8) All non-toilet trained persons are required to wear plastic pants or swim diapers in the pools. Cloth or disposable diapers are not allowed.
- 9) No beach furniture is allowed in the lagoon pool.
- 10) No rollerblading or skateboarding around pool or tennis area. Skim/wake boards are not permitted. This equipment must be checked at the front desk upon entry.

F) **SPA:**

- 1) Children under the age of five years are not allowed in the Jacuzzi.
- 2) Children five to eleven years must be accompanied by a parent or responsible adult (18 years of age or older). Accompanied means that the parent or responsible adult is within the walls surrounding the spa at all times.

G) INDOOR COURTS:

- 1) One (1) hour racquetball court reservations may be booked up to 48 hours in advance by calling the Clubhouse at 926-9693. A member late for his/her reservation is given a 15-minute grace period and then his/her reservation is canceled.
- 2) Two (2) hour wallyball reservations can be booked up to 48 hours in advance by calling the Clubhouse at 926-9693. A member late for his/her reservation is given a 15-minute grace period and then his/her reservation is canceled.
- 3) Gum, tobacco products and beverages are not permitted on the courts.
- 4) A shirt and approved court shoes must be worn on the court at all times. No socks, barefoot, sandals, boots, or black-soled shoes allowed.
- 5) Children eleven and under not participating actively in a match must be directly supervised by a member or an adult of at least 18 years of age.

H) VOLLEYBALL: Reservations can be made online up to 6 months advance for a period not to exceed two hours. A member late for his/her reservation will be given a 15-minute grace period and then his/her reservation is cancelled.

- 1) Rules: The Sand Volleyball area can only be reserved in conjunction with an area/room that has a capacity of at least 25 (i.e. Activity Room, Cabana, Pro Shop, or Queen Palm Patio). It can not be rented alone. In addition, the Volleyball area can only be rented for a maximum of 2 hours per day/event. The Volleyball area closes at dusk therefore no reservation exceeding

will be accepted. Areas may be reserved up to six months in advance.

- 2) Deposit: A \$100.00 refundable deposit is required to reserve this area in conjunction with another area. This is a security deposit to reserve your date. Any outstanding fees for rental or damage that may occur will result in the deposit check being cashed and fees deducted from it. Deposit refunds will be returned by mail within five working days of your event.
- 3) Reservations can be made online at www.ValVistaLakes.org

D) *WEIGHT ROOM/CARDIO ROOM:*

- 1) Children age 11 and under are not allowed in the weight room/cardio room. Children 12 to 13 years old are not allowed in the weight room/cardio room unless accompanied by an adult (18 years or older). Accompanied means that the parent or responsible adult is in the weight room/cardio room at all times providing direct supervision.
- 2) Members and guests between the ages of fourteen and seventeen should have adult supervision.
- 3) Proper attire, including but not limited to full coverage workout attire and closed-toe shoes are required in the weight room/cardio room.
- 4) Gum, tobacco products or beverages are not permitted in the weight room/cardio room.
- 5) No loud music is permitted in the weight room/cardio room.

- 6) As a courtesy to others, members are asked to bring a towel to wipe down seats after use and to re-rack weights when finished.
- 7) All other posted rules in the weight room/cardio room should be adhered to at all times.

J) **TENNIS COURTS**

- 1) Reservations for using a tennis court are made by calling the front desk (480-926-9693).
- 2) Members twelve years of age or older may make reservations upon availability of the courts.
- 3) Courts may be reserved up to 2 days in advance. (One- ½ hour reservations for singles play and 2 hours for doubles play.)
- 4) Reservations will be taken on a rotating basis with one reservation being placed in person and then one reservation taken by phone. In such cases where there is a member on the phone and member in person waiting to place a reservation leading up to the 2 days in advance, rotation will start with the member placing the reservation in person.
- 5) Members may reserve only one court at a time.
- 6) Members may not reserve courts for other members.
- 7) A member late for his/her reservation is given a 15-minute grace period and then his/her reservation is canceled.
- 8) Appropriate tennis attire and tennis shoes must be worn on the courts.

- 9) No black soled or running shoes.
- 10) No loud music, obscene language or equipment abuse is allowed in the tennis facility or surrounding areas.
- 11) No gum, beverages, food of any kind, chairs, roller blades or skateboards on the courts. Water is permitted.
- 12) Children eleven and under not participating actively in a tennis program must be directly supervised by an adult member of at least 18 years of age.

K) LAKE ACTIVITIES:

- 1) Swimming or wading in the lake is strictly prohibited!
- 2) Boating is restricted to Val Vista Lakes' residents and their guests.
- 3) All watercraft must be registered with the Val Vista Lakes Association. The registration fee is \$10.00 per watercraft. Two registration stickers shall be issued. These stickers are to be placed on the stern (rear) and starboard (right) side of the watercraft. Both must be readily visible. The registration must be renewed when the sticker is lost or in any way unreadable.
- 4) Not more than 3 watercraft can be registered per family.
- 5) Swimming pool type watercraft, floats, inner tubes, surf sailing craft are prohibited.
- 6) All watercraft must be equipped with flotation devices sufficient to float the craft and crew when awash.
- 7) Windsurfing is prohibited at Val Vista Lakes.

- 8) A Coast Guard approved life preserver is required for each person on board the boat at all times. Children twelve years of age and younger on board a watercraft shall wear a US Coast Guard approved Type I, II, or III personal flotation device whenever the watercraft is underway.
- 9) Watercrafts operated during the hours from sunset to sunrise are required to display navigation lights. Small rowing boats shall display a steady white light visible all around the horizon.
- 10) Watercraft owners and operators should maintain liability insurance covering water and boating hazards.
- 11) No internal combustion engines are permitted to be operated on the lakes.
- 12) Electrically powered boats, pontoon boats and excursion boats shall not exceed 20 feet in overall length and are subject to Association approval.
- 13) Canoes and kayaks shall not exceed 17 feet in overall length.
- 14) Sailboats shall not exceed 16 feet in overall length.
- 15) Boats may be docked at the Clubhouse while members use the facility. Persons arriving to the Clubhouse via boat are required to check in at the Clubhouse front desk upon arrival.
- 16) No person, who is under the influence of liquor, or drugs, shall operate any watercraft.

S) ***BOAT RESERVATIONS:***

- 1.) Guidelines: Cruises are available daily depending on availability of a boat driver and previous reservations. Reservations must be made at least forty eight (48) hours in advance or your request cannot be granted. Boat may be reserved for a maximum of three (3) hours per day. Please see the Banquet Manager for the current fee schedule.
- 2.) Safety: VVL does require that children ages twelve (12) and under wear a life vest at all times while on the boat. Food and beverage must be in plastic containers, no glass is allowed. Parties involving children 17 and under must have an adult chaperone.
- 3.) Deposit: A \$100.00 refundable deposit is required to reserve this area. This is a security deposit to reserve your date. Any outstanding fees for rental or damage that may occur will result in the deposit check being cashed and fees deducted from it. Deposit refunds will be returned by mail within five working days of your event.
- 4.) Reservations can be made online at www.ValVistaLakes.org

L) **FISHING:**

- 1) Fishing at Val Vista Lakes is restricted to residents. All residents must carry their ID card with them when fishing. Children twelve years of age and under may obtain a fishing pass at the Clubhouse. This pass must be carried when fishing and presented to the Val Vista Lakes staff upon request.
- 2) There is no daily limit on fish caught except Bass and Channel Cat. The limit for Bass and Channel Cat is a total of five (5) fish per day, per license.

- 3) Fishing is to be done with no more than one line per person and no more than two hooks per line. Unattended lines are prohibited.
- 4) Fishing at Val Vista Lakes is Catch and Release. If you deep hook a fish, it is best to cut your line as close to the hook as possible and return the fish to the water. If you wet your hands before touching the fish, the fish is more likely to survive.
- 5) Fishing is not permitted from the bridge area or from vacant lots.
- 6) Gigs, spears, firearms, air rifles, electric devices, nets, traps, bows and arrows and explosives are prohibited.
- 7) Do not leave litter or dead fish on the shoreline or on the water.

N) PHOTOGRAPHY:

- 1) Reservations must be made through the Banquet Manager for all Association member family photo shoots. Members of the Association cannot sponsor non-members to receive a no cost photo shoot. All non-members reservations will have to comply with regulation # 2.
- 2) \$125.00 per hour plus tax is charged for all commercial and non-member photo shoots.

M) FACILITY RESERVATIONS:

- 1) Inside and outside Clubhouse facilities may be reserved online at www.ValVistaLakes.org.
- 2) There is a kiosk for members to use at the Clubhouse front desk. Reservations can be made up to six (6) months in advance. Please schedule your reservation to

start and conclude a half hour prior to the next event to allow for setup and cleaning between events. All events must conclude a half hour before clubhouse closing (Mon-Sat. at 9:30pm & Sun at 8:30pm). Members are allowed four (4) free facility reservations per year (up to 5 hours per reservation) if the party does not exceed the established capacity of the area. Free facility reservations do not include the Banquet Room and/or West Wing.

- 3) The property owner or designee, as defined in the Val Vista Lakes Covenants, Conditions, and Restrictions must book homeowner events and remain on the premises for their event.
- 4) To maximize the opportunity for all residents to reserve areas and to adhere to the established capacity for each area, concurrent use of more than one area is not allowed.
- 5) To be in accordance with fire code capacity regulations, all guests must sign in and will count in the overall attendance (members and children included).
- 6) The West Wing may be reserved up to six (6) months in advance. Please see the Banquet Manager for the current deposit and fee schedule. All West Wing contracts must be completed with the Banquet Manager by appointment only.
- 7) The Banquet Room may be reserved up to two (2) years in advanced. Please see the Banquet Manager for the current deposit and fee schedule. All Banquet Room contracts need to be completed with the Banquet Manager by appointment only.

N) **BBQ AREA:**

- 1) Rules: The BBQ area can only be reserved in conjunction with an area/room that has a capacity of at least 25 (i.e. Activity Room, Cabana, Pro Shop, or Palm Patio). It can not be rented alone. In addition, the BBQ area can only be rented for a maximum of 2 hours per day/event. Please schedule your reservation to start and conclude a half hour prior to the next event to allow for setup and cleaning between events. All events must conclude a half hour before clubhouse closing (Mon- Sat. at 9:30pm & Sun 8:30pm). Areas may be reserved up to six months in advance.
- 2) Deposit: A \$100.00 refundable deposit is required to reserve this area in conjunction with another area. This is a security deposit to reserve your date. Any outstanding fees for rental or damage that may occur will result in the deposit check being cashed and fees deducted from it. Deposit refunds will be returned by mail within five working days of your event.
- 3) Reservations may be made online at www.ValVistaLakes.org.
- 4) Those reserving the BBQ must clean the BBQ after it is used.
- 5) Because the BBQ area is very close to the tennis courts, those using the BBQ should be courteous to those using the courts. Children must be kept off the courts and all efforts should be made not to distract tennis games in progress.
- 6) The pool/tennis gate should be closed at all times, per Maricopa County Health Code. The member reserving the BBQ may obtain a key to the gate at the Clubhouse front desk.

O) **PARK AND COMMON AREA RULES:**

- 1) No glass containers.
- 2) No liquor allowed.
- 3) No vehicles allowed on sidewalks or grass areas.
- 4) No motor scooters, ATV's or go-peds allowed.
- 5) No golfing.
- 6) Dogs and all other pets must be on a leash at all times.
- 7) Owners are responsible to remove and dispose of all pet debris.
- 8) Skateboards and rollerblades are allowed on sidewalks and streets only.
- 9) All skateboard and rollerblade ramps are prohibited in all the parks and common area.
- 10) Use of "Consumer Fireworks" are prohibited.
- 11) Park space and playing fields may be reserved online at www.ValVistaLakes.org.
- 12) Park hours are from 6:00 AM to 10:00 PM.
- 13) When reserving a field, thirty-three percent (33%) of the group needs to be Val Vista Lakes' members and must remain at the location at all times with the guests.

P) **MISCELLANEOUS RULES:**

- 1) Members or guests twenty-one (21) years of age or older, may consume alcoholic beverages at the

Clubhouse. No glass containers are allowed in the outside areas.

- 2) No smoking indoors. Smoking and the use of tobacco products by members and guests eighteen years of age and older will be restricted to designated areas.
- 3) Lockers are available for daily use only. You must remove your items when you leave. Items remaining in lockers after closing are subject to removal and placement in lost and found. Val Vista Lakes is not responsible for items left.
- 4) It is your responsibility to secure your valuables. All lockers are equipped with an electronic Digi-Lock to secure your items. Digi-Locks are secured by entering a member supplied, unique, four-digit code. Please do not use easily recognized number combinations to secure your valuables. (ie; 1,2,3,4). Digi-Locks are operated in the following manner; Press the "C" button, enter your unique 4-digit combination, then press the "Key" button. This will lock your locker. To open, repeat the same sequence. Please ask the clubhouse staff for assistance if you do not understand their use.
- 5) The Clubhouse will not be responsible for lost or stolen articles.
- 6) Radios are permitted if played at a low volume. However, if complaints are made, the radio will have to be turned off.
- 7) No bicycles, skateboards, or roller blades are allowed around or in the building. Bicycles must be parked in the front racks. Skateboards and rollerblades must be checked in at the front desk.

Q) ENFORCEMENT OF CLUBHOUSE RULES:

Violation of any of the below listed rules may result in the suspension or revocation of facility privileges:

- 1) Being in violation of the CC&Rs may result in suspension or revocation of privileges.
- 2) Delinquency in the payment of Association dues or other indebtedness to the Association.
- 3) Violation of any published rule/regulation.
- 4) Criminal activity perpetrated on the premises.
- 5) Acts of vandalism or destruction.
- 6) Disorderly conduct.
- 7) Failure to control guests.
- 8) Misrepresentation for the purpose of using or renting the facility.
- 9) Use of tobacco products in prohibited areas.
- 10) Verbal abuse or use of profanity.
- 11) Discourtesies to a member, guest, or staff member.

Any offense will result in a verbal warning to the resident with more serious offenses to be dealt with individually with suspensions or revocations approved by the Community Manager and/or the Board of Directors. If a child is the offending party, the parents will be notified and asked to pick up their child immediately. A second offense may automatically result in a 60-day suspension of all household members' privileges.

VAL VISTA LAKES
DEFINITIONS

(Many of the following words, phrases or terms used in this rule book have been taken from the CC&Rs. In some instances the definition has been modified or condensed for simplicity purposes.)

A. "Accent colors" shall mean; pop outs, shutters, columns, wrought-iron railings, front door/doors.

B. "Annual Assessment" shall mean the charge levied and assessed each year against each Lot, Parcel, or Owner pursuant to Article VII, Section 2, of the CC&Rs.

C. "Architectural Committee" shall mean the committee of the Association to be created pursuant to Article XI of the CC&Rs, herein known as the "Master Architectural Committee" or MAC.

D. "Assessable Property" shall mean any Lot or Parcel, except such part or parts thereof as may from time to time constitute Exempt Property.

E. "Assessment" shall mean an Annual Assessment, Special Assessment and/or Maintenance Charge.

F. "Assessment Lien" shall mean the lien created and imposed by Article VII of the CC&Rs.

G. "Association" shall mean the Arizona non-profit corporation to be organized to administer and enforce the Covenants and to exercise the rights, powers and duties set forth in this Declaration, its successors and assigns. The Association hereby reserves the exclusive right to the name of the Association, "The Val Vista Lakes Community Association." (Modified)

H. "Association Land" shall mean such part or parts of Val Vista Lakes, together with the buildings, structures and improvements thereon, and other real property which the Association may at any time own in fee or in which the Association may at any time have a leasehold interest, for as long as the Association is the owner of the fee or leasehold interest.

I. "Board" shall mean the Board of Directors of the Association.

J. "Body" shall mean, the walls of the home including the garage doors, common and relevant non-common walls. The body can be made of stucco, masonry, brick, wood siding, aluminum or vinyl siding.

K. "Bylaws" shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

L. "Common Area and Common Areas" shall mean (a) all Association Land; (b) all land within Val Vista Lakes which by this Declaration or other recorded instrument, makes available for use by Members of the association; (c) all land within Val Vista Lakes which on a recorded subdivision plat or Tract Declaration is to be used for landscaping, drainage, and/or flood control for the benefit of Val Vista Lakes and/or the general public and is to be dedicated to the public or the City of Gilbert upon the expiration of a fixed period of time; (d) all lands on the Lakefront Lots and Lakefront Parcels, over which the Association or its Members has an easement pursuant to a recorded subdivision plat, Tract Declaration or this Declaration for the enjoyment, maintenance and operation of the Lakes; (e) all other lands within the drainage easement areas as set forth on recorded plats; and (f) areas on a Lot or Parcel within easements granted to the Association or its Members for the location, construction, maintenance, repair and replacement of a wall, or other uses, which easement may

be granted or created on a Recorded subdivision plat or Tract Declaration or by a deed or other conveyance accepted by the Association. (Modified)

M. "Deed" shall mean a deed or other instrument conveying the fee simple title in a "Lot" or "Parcel". V. "Designee" shall mean a person designated by a Member pursuant to Article VI, Section 9 of the CC&Rs, to exercise certain of the rights of a Member.

N. "Dominant", as in dominant roof theme, shall mean the portion equal to or exceeding 60% of the total.

O. "Dwelling Unit" shall mean any building or portion of a building situated upon a Lot or Parcel designed and intended for use and occupancy as a residence by a single family.

P. "Exempt Property" shall mean the following parts of Val Vista Lakes:

(1) All land and improvements owned by or dedicated to and accepted by the United States, the State of Arizona, Maricopa County, the City of Gilbert, or any political subdivision thereof, for as long as any such entity or political subdivision is the owner thereof or for so long as said dedication remains effective; (2) All Association Land, for as long as the Association is the owner thereof.

Q. "Foot Print" of the dwelling shall mean the shape and orientation of the ground floor of a structure on the Lot.

R. "Lakes" shall mean the lakes shown on the Master Development Plan for Val Vista Lakes, including the land underlying such lakes. The Lakes shall be a part of the Common Area, although portions of the Lakes will be on Lots and Parcels. (Modified)

S. "Lakefront Easement" shall mean an easement benefiting the Association over, on, and adjacent to the Lakefront Lots, Lakefront Parcels, and certain Exempt Property described in Article IV, Section 4(j) of the CC&Rs.

T. "Lakefront Lot" shall mean a Lot which has a portion of its boundary on or in a Lake or, in the case of a Condominium Unit, a Condominium Unit which has a portion of its common elements adjacent to or in a Lake.

U. "Lakefront Parcel" shall mean a Parcel which has a portion of its boundary on or in a Lake.

V. "Landscapable area" shall mean the portion of the yard not covered by hardscape (such as, but not limited to, patios, sidewalks, driveways, docks, pools) that can be planted with plants from the approved plant list.

W. "Lease" shall mean a lease, whether oral or written and regardless of the term thereof, whereby the owner of a Property lets such Property to a Lessee. (Modified)

X. "Lessee" shall mean the lessee under a Lease, including an assignee of a Lease but excluding any person who has assigned all of his interest in a Lease.

Y. "Lighting – "Accent lighting" shall mean light sources that focus on specific details of the building or landscape, such as but not limited to low voltage lighting, LED lighting, etc. Light sources are generally 40 watts or less.

"Indirect lighting" shall mean light sources that are shielded or directed back toward the home so that fixtures minimize glare, reduce light trespass, and don't shine or reflect onto neighboring properties. Examples of appropriate accent and indirect lighting can be provided by the International Dark-Sky Association.

Z. "Lot"-shall mean any (a) area of real property within Val Vista Lakes designated as a Lot on any subdivision plat and limited by a Tract Declaration to either Single Family Residential Use or Cluster Residential Use and (b) any Condominium Unit within Val Vista Lakes which is limited to residential use by a Tract Declaration. (Modified)

AA. "Maintenance Charges" shall mean any and all costs assessed pursuant to Article XI Sections 2 or 3. ii. "Master Development Plan" shall mean the Val Vista Lakes Development Plan approved by the City of Gilbert, as the same may be from time to time amended, a copy of which shall be on file at all times in the office of the Association.

BB. "Member" shall mean any person holding a Membership in the Association pursuant to this Declaration.

CC. "Membership" shall mean a membership in the Association and the rights granted to the Owners pursuant to Article VI of the CC&Rs to participate in the Association. (Modified)

DD. "Neighboring Property" shall mean any commercial or residential lot, parcel, tract, common areas, lake, streets that adjoins the property in question.

EE. "Noxious insects" shall include all creatures known to carry, harbor, or cause illness or disease in humans or pets, such as, but not limited to, flies, mosquitoes, bees, black widow spiders.

FF. "Owner" shall mean (when so capitalized) the record holder of legal title, but excluding others who hold such title merely as security. An Owner shall include any person who holds record title to a Lot or Parcel in joint ownership with any other person or holds an undivided fee interest in any Lot or Parcel. (Modified)

GG. "Parcel" shall mean an area of real property within Val Vista Lakes limited by a Tract Declaration to one of the following Land Use Classifications: Apartment Development, Condominium Development (but only until the horizontal property regime therefore is recorded), Shopping Center, Commercial Office, General Commercial, Well-Site, or other use determined in accordance with Article IV, Section 1 of the CC&Rs. A Parcel with a Land Use Classification of Apartment Development shall cease to be a Parcel if the Apartment Development is converted to Condominiums. (Modified)

HH. "Private Waterfront Area" shall mean the portion of a Lakefront Lot or Lakefront Parcel which lies within the Lake and within the Lakefront Maintenance Easement.

II. "Protected Lake Views" are those views of the lake visible when standing at the center of one's back yard, 15 feet from the lake, looking through the wrought iron fence over one's neighbor's property at the lake. No new significant obstructions of the above defined Protected Lake Views shall be permitted as determined by the VVL MAC in its sole discretion.

JJ. "Rental Apartments" shall mean Dwelling Units within a permanent improvement consisting of four (4) or more commercially integrated Dwelling Units under single ownership upon one or more contiguous Parcels, each of which is designed and utilized, otherwise than as a hotel or on some other transient basis, for rental or leased residential purposes to non-owners on a non-cooperative basis. (Modified)

KK. "Resident" shall mean:

- 1) Each buyer under a contract of sale covering any part of the Assessable Property, regardless of whether the

contract is recorded, and each tenant actually residing or conducting a business on any part of the Assessable Property; and

- 2) Members of the immediate family of each Owner and of each buyer and tenant actually living in the same household with such Owner or such buyer or tenant. Subject to such rules and regulations as the Association may hereafter specify (including the imposition of special non-resident fees for use of the Association Land if the Association shall so direct), the term "Resident" also shall include the guests or invitees of any such Owner, buyer or tenant, if and to the extent the Board in its absolute discretion by resolution so directs. (Modified)

LL. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three (3) persons not all so related, who maintain a common household in a Dwelling Unit.

MM. "Special Assessment" shall mean any assessment levied and assessed pursuant to Article VII, Section 5 of the CCRRs.

NN. "Special Use Fees" shall mean special fees authorized by this Declaration which an Owner, Resident or any other person is obligated to pay to the Association over, above and in addition to any Annual or Special Assessments or Maintenance Charges imposed or payable hereunder.

OO. "Temporary signs" shall mean signage that is intended to be taken down after a set time. Members shall declare the set time period when submitted to the VVL MAC for approval. Should the signage need to stay up longer, the Member shall resubmit the request to the VVL MAC.

PP. "Tenant" shall mean any person who occupies property located on Val Vista Lakes under any type of rental or letting arrangement but is not included in the definition of a Lessee.

QQ. "Trim" shall mean , fascia (roof trim), eaves, gutters, window and door trim.

RR. "Upper Flood Easement Line" shall mean the area from the edge of the lake to a line 20 feet from the edge on a lakefront lot or parcel.

SS. "Val Vista Lakes" shall mean the real property described on Page 1 of the CC&Rs. (Modified)

TT. "Val Vista Lakes Rules" shall mean the rules for Val Vista Lakes adopted by the Board pursuant to Article V, Section 3 of the CC&Rs.

UU. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of such neighboring property.

VV. "Waterfront Facilities" shall mean docks, wharves, floats, slips, ramps, piers, landings and other structures or equipment designed for use with and access to the Lakes.