

# Sky Valley Resorts Resident and Guest Rules and Regulations

**Thank you for joining us at Sky Valley Resorts.** The following rules and regulations were developed to create a comfortable and enjoyable atmosphere for the tenants and guests of Sky Valley Resorts. For the purpose of this document, Sky Valley Resorts refers to Sky Valley West, Sky Valley East and Caliente Springs.

All persons that reside in or are visiting Sky Valley Resorts shall observe all Federal, State, County and Local Laws, Ordinances, Resort Rules and Regulations and Architectural Standards. Management can be contacted by phone at (760) 329-2909.

**For emergencies always call 911.**

Sky Valley Resorts is not responsible for any loss due to fire, accident, theft, damages, and/or injury to any resident or any guest of any resident, or any property at anytime. Any person creating a nuisance or a health and safety issue may be evicted or asked to leave. Sky Valley Resorts reserves the right to amend, revise, and add to the Resort Rules and Regulations at any time.

**1. FACILITIES.** Facilities are defined as any shared amenities of the Resort (e.g. pools, exercise rooms, halls, game rooms). (a) Management must approve any event to be held in Resort facilities. (b) Alcoholic beverages and smoking are not permitted in any Resort facility. (c) Individuals must be registered at the front office to use Resort facilities.

**2. POOLS.** (a) Shower immediately before entering pools, even if you showered at home. (b) No food, alcoholic beverages, smoking, or glass containers are allowed in the pool area. (c) All incontinent persons are required to wear swim diapers. (d) No diving or jumping into the pools. (e) All posted rules must be observed and are subject to change.

No lifeguard on duty.

**3. NOISE.** (a) No disruptive noises between 10:00 p.m. and 8:00 a.m. from October through May. (b) No disruptive noises between 10:00 p.m. and 7:00 a.m. from June through September. (c) No disruptive noises on Sunday. (d) No excessively loud vehicles are allowed in the Resort.

**4. SPEED.** Maximum speed limit is 15 MPH unless otherwise posted.

**5. GUESTS.** (a) All guests staying overnight on the premises or who use Resort facilities must be registered with Resort Management. (b) Guests are not permitted to stay more than twenty-one (21) consecutive days. (c) Tenant is personally responsible for the actions and conduct of their guests. (d) Tenant whose guests are not in compliance with these rules and regulations may lose the privilege of having guests. (e) Guests are not permitted to occupy or otherwise use an RV without the presence of the tenant. (f) Guests are not permitted to use Resort facilities unless accompanied by a tenant.

**Caliente Only:** Annual residents may have guests under 45 years of age for a cumulative total of 30 days in one year. For example, a guest visiting for one day uses one of the 30 guest days within the year and two guests visiting for one day use two of the 30 guest days.

**6. AGE REQUIREMENTS (Caliente Springs Only).** Caliente Springs Resort is a 55+ community. Caliente Springs Resort operates as "housing for older persons" and is a community designed and operated exclusively to meet the housing needs of older persons. Caliente Springs Resort limits tenancy as follows: all RVs must have at least one tenant regularly occupying the RV who is at least fifty-five (55) years of age or older, and no person may regularly occupy any RV in the community unless they are forty-five (45) years of age or older.

**7. LOT MAINTENANCE.** (a) All residents must maintain recreational vehicles, accessory structures, landscaping, and site in a neat and orderly fashion year round. (b) Written management approval is required for all outside storage. (c) No laundry of any kind may be hung outside.

Management reserves the right to charge for lot maintenance (at \$40 per hour/per man) if no action is taken after constructive notice has been given.

**All Non-Park Model RVs:** (a) No skirting or accessory additions. (b) Vacated site must be left in a neat and orderly condition and the Resort may require the site to be returned to its original condition.

**8. LOT IMPROVEMENTS.** (a) All lot improvements, including, but not limited to, exterior construction, exterior paint, and landscaping requires written management approval by way of a plot plan. (b) Residents are responsible for all damages caused by improvements to their lot. This includes, but is not limited to, damage to Resort property caused by digging, invasion tree roots of resident trees, or household appliances. (c) All lot improvements must be completed within 45 days unless otherwise authorized in writing by Management.

Adherence to Sky Valley Resorts' Architectural Standards, Federal, State, and local regulations is required.

**9. EXTENDED LEAVE.** (a) Site and unit must remain neat and orderly while owner is away. (b) No unsightly objects may be stored in plain sight. (c) Insulation panels must be complimentary to RV.

**10. RESALE.** (a) Tenant must notify Resort Management in writing by way of a resale application at least thirty (30) days in advance of tenant's intent to sell. The resale application will be returned to the tenant with an itemized list of repairs, replacements, and/or improvements needed to sell the unit in the Resort. To maintain a high aesthetic standard, certain units will not be approved for resale within the Resort. (b) Any purchaser of a resale unit within the Resort must complete the following steps: (1) complete an application for Tenancy, (2) be accepted by management, (3) bring the RV into compliance with current Resort Rules and Regulations and Architectural Standards, and (4) execute a new Rental Agreement with the Resort.

(c) Rental agreements are non-transferable. (d) If the purchaser fails to execute the rental agreement, he or she shall have no rights of tenancy. (e) RV transfers must be completed in accordance with the California Department of Motor Vehicle Codes and only conducted by licensed sales people under the supervision of a licensed dealership or the person(s) listed on the title.

**11. SUBLETTING.** (a) A tenant may sub-lease only his or her RV. Sub-leasing of the lot itself is not permitted. (b) No more than two sub-lessees may occupy an RV at one time. (c) Sub-lessees are subject to approval by the Resort. (d) Sub-lessees must be registered at the front office. A fee will be applied to each sublease instance.

(e) The resident holding the lease with the Resort is responsible for fees, utility charges, incidental charges, damages, actions, and conduct of the sub-lessee. The resident holding the lease with the Resort is responsible for providing the sub-lessee with a copy of the Resort's Rules and Regulations document. (f) Subletting privileges may be revoked if the Rules and Regulations are violated by a sub-lessee. (g) If the owner of the rental RV is not on site, the owner must have a person on site responsible for the subletting of the site and emergency situations.

## **12. TREES / LANDSCAPING**

### **REGULATION CONCERNING ALL RESIDENT SITES**

#### **12.1.1 GENERAL**

(a) Management reserves the right to trim/remove trees and bushes, without notice, if a health, safety, or maintenance issue arises. (b) Each resident is responsible for all non-Resort owned planted trees and bushes on his or her site. (c) New landscaping or changes to existing landscaping requires written management approval by way of a Plot Plan.

#### **12.1.2 GRANDFATHER POLICY**

Management will grandfather existing landscaping on resident's lot as long as it complies with health and safety issues and does not present a maintenance issue (such as interfering with sewer systems, electrical systems, etc.) and the aggregate landscaping complies with **Irrigation (12.2.2)** and **Landscape Maintenance (12.1.4)** standards.

#### **12.1.3 TREE / PLANT CHOICE**

(a) Only appropriate drought tolerant trees and shrubs will be permitted. (b) No grass is allowed. (c) Because of the limited space on a lot, management will consider the suitability of the desired plant or tree within the scope of neighboring lots, utilities in the area, proximity to street, and other issues.

For a list of drought tolerant trees and shrubs, see the Coachella Valley Water District publication, "Lush and Efficient."

#### **12.1.4 LANDSCAPE MAINTENANCE**

(a) Trees and shrubs must be kept properly trimmed at all times. (b) Appropriate year around maintenance of lot landscaping is required, including weeding, trimming, pruning, and disposal of Green Waste. (c) Management reserves the right to charge for lot maintenance (at \$40 per hour/per man) if no action is taken after constructive notice has been given. (d) Proper disposal of trimmings is the responsibility of resident. (e) All annual flowers and plants must be removed before resident leaves in the spring or summer.

See Green Waste Policy for direction on how to dispose of trimmings.

### **12.1.5 GREEN WASTE POLICY**

Green waste is defined as biodegradable waste such as flower cuttings and hedge trimmings. (a) Green waste must be trimmed to smaller than 3 foot lengths, put in garbage bags, and placed in dumpster, NOT in the recycle bin. (b) Any contracted jobs with more than one small pickup truck load of brush (1 1/2 cubic yards) must be taken off site and is the responsibility of the contractor.

## **REGULATIONS CONCERNING RESIDENT SITES WITH NO WATER METER**

### **12.2.1 LOTS WITH NO WATER SUB METER**

In addition to the General Landscape policy (Section 12.1) which applies to all Resort sites, the following paragraphs address specific issues with sites that have no water sub meter.

A resident may elect to purchase a water meter and agree to pay for their water consumption and thereby negate **Irrigation (12.2.2)** and **Other Standards (12.2.3)** of this policy.

### **12.2.2 IRRIGATION**

(a) Only drip irrigation systems are allowed. (b) Every irrigation system must be controlled by a functional time clock (water timer). (c) Water early in the morning (before 8 AM) or later in the day (after 8 PM).

(d) Each lot may have a maximum of 30 gph (gallons per hour) of drip irrigation emitters/spray heads and operate at a maximum output of 30 gallons per day. (e) Residents should adjust time clocks (timers) seasonally to conserve water according to the Coachella Valley Water District publication “Lush and Efficient” guidelines. (f) Do not over-water.

(g) No hose watering is allowed for in-ground landscaping. (h) Potted plants are allowed and may be watered by hose or watering can.

### **12.2.3 OTHER STANDARDS**

(a) Waterfalls, ponds, and other water features are not allowed. (b) The washing of cars is permitted at the site; however, hoses used for vehicle washing are required to have a manual shutoff nozzle or device that stops water from being wasted while the spigot is turned on. (c) No washing driveways, walkways or streets, or the desert at any time. (d) A permit for washing RVs is available through the front office (fee may apply).

## **REGULATIONS CONCERNING RESIDENT SITES WITH WATER METERS**

### **12.3.1 GENERAL**

In addition to the General Landscape policy (Section 1) which applies to all Resort sites, the following paragraphs address specific issues with sites that have a water sub meter.

### **12.3.2 OTHER STANDARDS**

(a) Waterfalls, ponds, and other water features are allowed as long as water is contained within the system. (b) The washing of cars or RVs is permitted at the site; however, hoses used for vehicle washing are required to have a manual shutoff nozzle or device that stops water from being wasted while the spigot is turned on. (c) No washing driveways, walkways or streets, or the desert at any time.

**13. FURNITURE.** (a) Outdoor patio furniture in good condition is permitted outdoors. (b) No indoor furniture is permitted outdoors. (c) Major appliances are not allowed outside of the RV.

**14. TRASH.** (a) Residents and guests must deposit all trash in the community dumpster or compactor. (b) Garbage containers must be inconspicuous on resident sites.

(c) Tree and plant waste may be disposed of if it is trimmed to smaller than 3' lengths, no limbs are over 2" in diameter, the waste is contained in bags, and no more than a small pickup truck load is dumped.

(d) Appliances, furniture, hazardous waste, construction debris, etc. must be disposed off-site with the proper agency. (e) All postings and signs near trash area must be followed.

**15. VEHICLE MAINTENANCE.** No mechanical vehicle maintenance or repair of any kind is allowed on RV sites. This includes the changing of any automotive fluid.

**16. VEHICLE PARKING.** (a) Parking of commercial vehicles, 18-wheelers, trucks, or tractors is not allowed within the Resort. (b) Only one camping unit is allowed per site. (c) Automobiles must be parked in designated parking areas. Only guests may use guest parking spaces. (d) Residents must leave space available on their site to park. (e) Parked vehicles must not impede the progress of emergency vehicles. (f) No parking on the street overnight is allowed. (g) No parking is allowed in empty RV sites. (h) Vehicles illegally parked may be fined and/or towed at owner's expense.

**17. UTILITY VEHICLES.** The following vehicles are not permitted in the Resort, except in the storage area or for purposes of loading or unloading: boats, utility trailers, utility vans, or trucks over 1 ½ tons in capacity. The above vehicle parking rules must be followed when loading and unloading.

**18. SIGNAGE.** (a) Any signage must be approved by Management in writing. (b) Maximum sign size is 18" x 24". (c) For more than one sign, all signs must fit into an 18" x 24" area.

**19. PETS.** Sky Valley Resorts allows domestic pets to stay in the Resort if the following rules are kept. Upon request from management, owners not in compliance with the following rules must remove their pet(s) from the Resort immediately.

(a) Dogs must be kept on a leash at all times while not inside an RV. (b) Pets must never be left unattended outside of an RV and must be inside an RV at night. (c) Pets must either relieve themselves outside the Resort or on the owner's site. (d) If the pet relieves itself on the way out of the Resort the owner must pick up the waste immediately. (e) If the pet relieves itself within 30 feet of any walking trails or service roads around the perimeter of the Resort the owner must clean up the waste immediately. (f) Pet owners' sites must be kept neat, orderly, and sanitary at all times. Pet waste should not be able to be seen or smelled by other residents. Pet waste on an RV site must be cleaned up immediately and disposed of properly. (g) Pets are not allowed in Resort facilities (except when allowed by the ADA), on Resort lawns or in Resort lakes. (h) Pets must not be allowed to bark, run loose, or disturb other residents and guests. (i) Pets are to be inoculated and licensed in accordance with Riverside County Ordinances.

**20. GOLF CARTS.** All golf cart drivers must have a valid driver's license or be accompanied by a responsible party with a valid license.

**21. RESIDENT BUSINESSES.** (a) Residents are allowed to operate businesses within the Resort if the business does not involve loud machines, pose a fire hazard, involve machines that draw more electricity than a common household appliance, or any activity that is a nuisance to management or other residents. (b) Patrons must adhere to the above vehicle parking regulations. (c) The Resort reserves the right to disallow any business from operating inside the Resort for any reason and at its sole discretion.

**22. SEWER.** The Resort is on a septic system. (a) Due to the sensitive nature of septic systems, only human waste and toilet paper should be flushed down the toilet. (b) Only water, soap, and mild cleaning products should go down sink drains. (c) Food waste and cooking oils should be placed in the trash. (d) Dishwashers, garbage disposals and washing machines are permitted only with written management permission.

For more information on what should and should not be put in the septic system, please request a 'septic guide' at the front office.

**23. UTILITIES AND AMENITIES.** (a) Repair and replacement of all utilities and amenities from the RV to the pedestal hook ups on the leased site are the responsibility of the resident. (b) Utilities and amenities include, but are not limited to: electric, water, sewer, phone, cable, and internet connections. (c) A resident is responsible for damage they cause to Resort utilities beyond their pedestal.

**I HAVE READ THE ABOVE RULES AND REGULATIONS AND UPON SIGNING AGREE THAT I WILL ABIDE BY ALL THE TERMS THEREOF.**

Name\_\_\_\_\_

Date\_\_\_\_\_

Name\_\_\_\_\_

Date\_\_\_\_\_