

ASSOCIATION RULES AND REGULATIONS FOR  
***PROVINCE***  
January 1, 2015

## PROVINCE ASSOCIATION RULES & REGULATIONS

The Province Community Association ("Association") Board of Directors ("Board") may establish rules under the authority described in the Declaration of Covenants and Restrictions and Reservation of Easements for PROVINCE (an Age-Restricted Residential Community), ("Declaration"). The following rules are established to preserve the common facilities for the safety, convenience and enjoyment of the Association's Members ("Members") and their guests.

### 1. Authority (Article 3.3(a) of the Declaration)

The Board may modify, cancel, limit, create exceptions to, or expand, the Rules and Regulations, and may create, modify, and enforce reasonable Rules and Regulations governing the use of the Association's common facilities, consistent with other provisions in the Governing Documents.

### 2. Membership Rules

#### A. Members Code of Conduct

- 1) Members must conduct themselves so as not to jeopardize or interfere with the rights, privileges, and safety of other Members or their guests.
- 2) Members are responsible for the conduct of their guests.
- 3) Members will be responsible for any intentional damage to Association property
- 4) Proper dress is required when using all facilities. For safety reasons, no golf spikes of any type will be permitted in the facilities.
- 5) A copy of the code is included as the last three pages of this document.

#### B. Facility Rules

- 1) The Lifestyle Director shall have the authority to schedule special bocce events for groups upon request. The timing and length of such events shall be at the discretion of the Lifestyle Director.
- 2) Association facilities are only for Members, registered guests, and tenants with a lease of six consecutive months.
- 3) Only Members possessing valid membership cards are entitled to use the Association's facilities. Failure to timely pay Association Assessments will result in suspension of a Member's Association Card privileges until all past due Assessments are paid in full.
- 4) Membership cards must be presented upon entering the facility. Guests must be checked in at the Resident Services Desk by the Member.
- 5) Injuries, accidents or incidents must be immediately reported to a staff member so an incident report may be completed and appropriate action taken.
- 6) Smoking is prohibited in all Association facilities, including outdoor facilities.

#### C. Membership Cards and Guest Passes. The following membership cards are available.

##### 1) Membership Cards

- I. Each household is entitled to up to two (2) membership cards.
- II. If requested, each owner or resident applying for a membership card shall provide documentation containing birth date information, such as a birth certificate, valid Arizona driver's license, passport, military identification, state-issued identification card or affidavit asserting that at least one (1) member of the household is at least 55 years of age or older.

**III. If a membership card is lost or stolen, it should be IMMEDIATELY reported to the Resident Services Desk. Replacement cards will be issued for a fee to cover the cost of replacing the card.**

- 2) Associate Membership Cards
  - I. If more than two Residents reside in a home, the additional Residents must purchase an associate membership card on an annual basis to be able to use the Association facilities. The cost of an Association Member Card will be the same as the current one month assessment of a single-family home.
  - II. Each household is entitled to up to two (2) associate membership cards. The Board reserves the right to approve or deny requests for additional Association membership cards on a case-by-case basis.
  - III. An associate membership card will entitle a Resident to full use of the Association facilities.
- 3) Renter Membership Cards
  - I. Renter membership cards are obtained at the Village Center Resident Services Desk upon presentation of a signed lease with a minimum term of six (6) consecutive months and at least one age-qualified tenant (age 55+).
  - II. Each household is entitled to up to two (2) Renter membership cards.
  - III. Renter membership cards have the same Association facility privileges as an owner's membership card, but do not convey any rights expressly reserved to the owners of a residence in the Declaration or the Articles of Incorporation or Bylaws of the Association.
  - IV. An Owner has no right to use the Association facilities if such Owner's Lot is leased and all Guest Passes are transferred to Renter.
- 4) Temporary Membership Cards
  - I. The initial purchaser of a residence may obtain up to two (2) temporary membership cards to be used before Close of Escrow with prior written approval by the Board of Directors.
  - II. The Board of Directors reserves the right to charge membership fees for temporary membership cards.
  - III. Temporary membership cards will be valid until the residence is completed. Upon closing of escrow, temporary membership cards will expire and permanent membership cards will be issued. If a cancellation occurs prior to closing, the temporary membership cards shall be immediately void.
  - IV. Temporary cards do not include complimentary guest passes. Guest fees are \$5 per day per guest.
- 5) Guest Passes
  - I. The guest of an Owner or Resident may use the Association facilities if accompanied by that Owner or Resident.
  - II. If a guest wishes to use the facilities unaccompanied by an Owner or Resident, the Owner or Resident must provide prior authorization for the guest by completing the Guest Authorization Form.
  - III. Persons not possessing a guest card or not accompanied by an Owner or Resident shall not be allowed to use the facilities.
  - IV. Guest passes will not be deducted for guests under the age of two (2).
  - V. Members must sign a copy of and comply with the guidelines established by the Guest Pass Policy (Attachment II).

### 3. Use of Facilities

- A. General operating hours for the facilities are 5:30 am to 10:00 pm 7 days a week with the following exceptions:
  - 1) Thanksgiving Day-6:00 am-1:00 pm
  - 2) Christmas Eve - 6:00 am-1:00 pm
  - 3) Christmas Day- Closed
  - 4) New Years Eve- 6:00 am-1:00 pm
- B. The Association may further revise operating hours.
- C. All Members and their guests must sign in at the Resident Services Desk prior to using the facilities; including all outdoor facilities.
- D. The Association staff will oversee all facility scheduling.
- E. Fees may be charged for activities/classes. See activity/class details at The Resident Services Desk or in Province publications and marketing media.
- F. Community Center Facilities
  - 1) Town Hall
    - I. Members may reserve the Town Hall or individual meeting rooms within the Village Center through the Lifestyle Director (or designee).
    - II. The reservation must comply with the guidelines established by the Room Rental Policy (Attachment I).
  - 2) Social Center
    - I. The Social Center contains a ceramics room, computer room, sewing/quilting room, arts & crafts room, billiards room, poker room and card room. These rooms are used primarily by Chartered Clubs and for meetings, seminars and classes. The Association's administrative and membership offices are located in the Social Center. Membership and community information can be obtained at these offices.
      - i. The card room may be reserved for use by interest groups and Chartered Clubs. Chartered Clubs will have priority over interest groups. Unreserved time slots may be used on a first come, first served basis.
      - ii. The Billiard Room may be used on a first come first served basis. Each table must be requested at The Resident Services Desk, which will dispense the proper equipment upon presentation of the Member's Association Card. Guests age 16 and over are permitted to play and must be accompanied by a resident Member.
    - II. Bulletin board(s) are available for Association use. The Association may from time-to-time develop rules which limit types and sizes of postings. Except for pre-approved postings on the bulletin board(s), Members may not place posters or any other types of announcements or notices on or within the Community Center and Community Center property. Pre-approval is obtained from the Lifestyle Director (or designee). Association staff may place posters on or within the Community Center and Community Center property when deemed necessary.
  - 3) Fitness Center
    - I. The Fitness Center is a private, multi-purpose facility. Its functions include a cardio-vascular and strength training room, spin bike room, indoor pool and spa, locker facilities, men's and women's steam and sauna rooms.
      - i. Cardio and strength equipment
        - (a) Cardio and strength equipment is to be used on a first come first served basis. During peak hours and when Members are waiting, Members should limit time on the cardio equipment to 30 minutes and cooperate with other Members in the use of strength equipment. If cardio equipment is full, a waiting list will be available at the Resident Services Desk.
        - (b) Prior to using the Fitness Center, Members must attend a Health and Fitness Orientation class to

- (1) Familiarize the Members with the policies and procedures of the Fitness Center.
  - (2) Orient Members to the proper use of the exercise equipment.
  - (3) Introduce Members to the available wellness classes and fitness clubs.
- ii. Locker Usage - Lockers may be used on a first come first served basis. Members may place a lock on a locker for the duration of their use of the Facility. In no case shall a lock be kept on a locker overnight. The Association has the right to remove locks.
  - iii. Swimming Pools & Spas
    - (a) Lifeguard or supervisory service is not provided. Anyone using the facilities shall do so at their own risk, responsibility and liability
    - (b) All children must be accompanied by an adult at all times when in the pool areas. There must be one adult per every four children. Children of toilet training age or younger must wear a swim diaper if they enter either pool.
    - (c) Running, horseplay and or diving into the pools are not permitted.
    - (d) Loud sound producing equipment will not be permitted except in the case of Association water classes or events that use music or taped instruction approved by the Association.
    - (e) A six (6) foot wide section of the pool deck perimeter, starting at the pool edge, will be reserved for walking, safety and emergency purposes. Furniture and personal items may not be placed within the reserved perimeter with the following exceptions:
      - Non-glass, closed containers of water for hydration purposes may be placed and consumed within one (1) foot of the pool spa/edge.
      - Footwear may be placed within one ( ) foot of the pool/spa edge.

**All entry/exits, including beach entrance, stairs and ladders to the pool/spa must be kept clear.**
    - (f) To avoid tripping hazards, pool/spa users may be asked to relocate their approved pool items along the pool or spa perimeter.
    - (g) Food or beverages may be consumed in areas provided with tables and chairs. Glass containers are not permitted in the pool and spa area. Drinks in non glass containers are permitted.
    - (h) Oversized inflatable or flotation devices are not permitted in the pool, for example automobile inner tubes, air mattresses, surfboards, floating chairs, etc. Small kick boards, pool noodles and small child flotation devices are permitted.
    - (i) Lane ropes; wave suppressor and stair rails are to assist and guide pool users and are generally not designed to support a person's body weight.
    - (j) The Association staff may publish schedules outlining class usage, recreational lane usage and lap swimming.
    - (k) During inclement weather at the outdoor pool, including but not limited to seasonal rain, thunder and lightning storms, the Association staff will clear and close the outdoor pool area until such inclement conditions pass.
    - (l) Extended exposure to sun, hot water and pool vapors may be detrimental to the health of some persons with certain medical problems. If in doubt consult a physician before using these facilities.
- II. Activities in the Fitness Centers are not supervised. Therefore, all persons using the equipment, pools, courts and other amenities in the center do so at their own risk.
    - i. A fitness specialist may be available for counseling by appointment.
    - ii. Privately hired personal trainers who are checked in by the Member may accompany a Member in the Fitness Center, *provided that the personal trainer's use of the cardio and strength training equipment is limited to demonstrations of proper use.*
    - iii. Persons with known medical problems or who are unsure of their own physical condition are advised to consult with a physician before engaging in exercise activity.

### III. Children's Hours and Rules

- i. Children are defined as persons under the age of 19.
- ii. Children's hours at the Fitness Center are currently limited from 2:00 pm to 5:00 pm on a daily basis. This includes the Swimming Pools.
- iii. Children must be accompanied by an adult at all times.

- iv. Children under the age of 16 will not be allowed to enter the cardio and strength area and will not be allowed in the saunas, spas, lap pools or steam rooms.
- iv. Tennis Courts and Pickleball Courts
  - (a) Members must check in all Guests at the Resident Services Desk prior to play.
  - (b) Courts should be reserved by Members to ensure availability. Walk on play is allowed, but will be limited by reservations, club play or Association sanctioned events. Reservations for court usage may be made 48 hours in advance by calling the Resident Services desk after 7:00 am.
  - (c) Reservations for singles play are limited to one (1) hour, including any warm-up period.
  - (d) A reservation for doubles play is limited to one and a half (1.5) hours, including any warm-up period.
  - (e) All players must wear proper attire and tennis shoes.
  - (f) Food, chewing gum, tobacco products, alcohol and drinks in glass containers are not allowed in the court area. Drinks in non-glass containers are permitted.
  - (g) The Association may, from time-to-time, establish relationships with local clubs and affiliated leagues to encourage competitive play.
- v. Bocce Courts
  - (a) Equipment will be provided to the players upon registration at the Resident Services Desk and should be returned immediately after play has ended; unless directed by Association employees to transfer the equipment to the next group of players.
  - (b) Play periods should not exceed one (1) hour unless there are no players waiting for courts.
  - (c) Soft-soled shoes (such as athletic shoes) are required on the courts. Leather soles, hard soles, heels, golf shoes and bare feet are prohibited.
  - (d) Players should walk on the carpeted area only when necessary.
- vi. Use of Lakes
  - (a) Fishing will be allowed on a catch and release basis only and only from lake shorelines. single, barbless hooks only are permitted.
  - (b) All model boat group activities are permitted on the Province Lake at the front of the Community. This includes the entire main lake between Smith-Enke Road to the Province Parkway Bridge. Quiet scale model boats that are not gas powered or nitro powered are permitted on all lakes and ponds within the Province Community.

#### **4. Use of Golf Carts**

- A. All streets within Province are private. The following regulations apply to golf carts which are operated within Province.
  - 1) Drivers of golf carts must have a valid driver's license for automobiles.
  - 2) Drivers of golf carts are responsible for any damage or injury caused by negligence or willful misconduct.
  - 3) Golf carts shall be subject to vehicle use restrictions as described in Section 3.6 paragraph(s) of the Declaration and may not be driven or parked on any property within Province except (1) streets, (2) parking lots, (3) concrete driveways and (4) designated golf cart paths. Golf carts driven or parked in violation of this rule or the Declaration shall be subject to the remedies provided in the Declaration, including the towing of vehicles.
  - 4) Golf carts utilizing a handicapped parking space must display a handicap sticker or placard. Golf carts must park in the full handicap space and may not park in the slash lines next to a parking space.
  - 5) Golf carts driven on the streets shall be operated in the same manner as automobiles. Drivers must observe all traffic regulations and use proper hand signals.
  - 6) Golf carts shall be driven on the far right side of the street so that automobiles can pass.
  - 7) No gas operated golf carts shall be allowed in Province.

**Use of golf carts outside of Province is subject to applicable state and local laws and any applicable golf course rules and regulations.**

**5. Animals**

- A. No animals, livestock, birds or poultry of any kind will be kept, bred or raised on or within any living unit, lot, common area or any premises of the Community.
- B. A reasonable number, not to exceed a total of three (3) per Unit, of dogs, cats or other common household pets, that are permitted under municipal codes and ordinances may be kept in the dwelling unit.
- C. Animals (including birds) cannot be allowed to be a nuisance to any neighbors.
- D. Animals must be on a leash when not contained in the yard.
- E. Owners are wholly responsible for the behavior of their pets whether on or outside of the owner's lot.
- F. All owners must daily clean up after their pets, whether on or outside the owner's lot.
- G. When pets are not within the boundaries of the owner's property, the owner or responsible party must immediately remove the pet's solid waste and dispose of it properly.
- H. HOMEOWNERS SHOULD NOT ENTICE WILD OR FERAL ANIMALS OR BIRDS OF ANY KIND WITH FOOD AND WATER.
- I. Pet food is to be kept indoors and homeowners are not to feed animals that they do not own.



**(ATTACHMENT I)**  
**PROVINCE COMMUNITY ASSOCIATION, INC.**

**Room Rental Policy**

Private Parties

- Subject to availability, PROVINCE residents in good standing are permitted to lease meeting rooms and other portions of the facilities as may be determined by the Association. The Association may from time-to-time establish fees and deposit amounts for such rentals.
- Only residents may contract for private parties, such as birthday or anniversary parties, weddings, etc. This category also may include a resident sponsoring a function for his or her adult (19+) child or grandchild or a candidate for political office.
- The resident contracting the party must be present during contracted rental time.

Club Special Events

In addition to regular scheduled meetings, each club may have one special event per quarter in each calendar year with no room charges.

Clubs may have more than one special event per quarter by contracting as private parties or, for valid purposes, may request Lifestyle Director approval for more than one special per quarter event at no charge. If admission is charged, the club will pay to the Association the greater of the applicable room rental charge or 10% of the admission price of each ticket sold.

Fee Schedules for club fundraisers will be available at the Community Center Office.

Public officials are encouraged to address the community. Such appearances require the approval of the Board of Directors. It is understood that the Board may decline such a request. Such events shall be scheduled through the Lifestyle Director.

General Guidelines

Rental payments are due 10 working days prior to the event. A damage deposit may be required at the time of reservation. The damage deposit will be returned within 30 days following the event, provided that the room is returned in a clean and undamaged condition.

Rooms may be reserved up to 60 days in advance with the exception of weddings, which may be reserved up to 6 months in advance. Reservations will be based on room availability.

Alcohol may be served provided that the renter has obtained appropriate permits and has provided proof of contract with approved security officers.

Photographs may be taken in the rented area only. No pictures may be taken in the Village Center or its surrounding common areas (i.e. fire pit, pool, etc.).

The Association reserves the right to deny facility use, as they deem appropriate.

Cancellation Policy

Cancellation of a reservation must be made in writing by the person who signed the contract.

If the cancellation is made 15 days or more before the event, the damage deposit will be refunded.

If the cancellation is made less than 15 days before the event, the damage deposit will not be refunded. The Association may refund the damage deposit for cancellations due to death or serious illness/injury.

Special Events

The Association may, from time-to-time, permit special events sponsored by outside organizations providing programs of interest to PROVINCE residents.

All special events will be coordinated and implemented by Association Staff.

**{ATTACHMENT II}**  
**PROVINCE COMMUNITY ASSOCIATION, INC.**

**Guest Pass Policy**

Province Community Association has revised its guest pass policy and will accommodate guests to the Village Center in the following manner:

**Definition for a Guest:** A guest is a person(s) hosted by a resident to whom temporary hospitality is extended for a short period of time. Guest privileges are not extended to someone whom you allow to use a guest pass on a frequent basis (i.e. a family member or friend that lives in a neighboring community and uses your guest pass to enjoy the Village Center facilities).

1. 40 guest passes will be issued to each household annually. Guest passes may not be sold, transferred, gifted or shared.
2. After the 40<sup>th</sup> guest pass is expended, additional visits may be purchased at the Village Center Resident Services Desk during regular hours of operation at the following rates:
  - a. Individual Day Passes - \$5 per person per day
  - b. 10 Additional Passes - \$45
3. Each guest pass allows a guest to use the facilities for the day or attend a ticketed event.
4. All guests shall be fitted with a wristband when using the facility.
5. Guests under the age of 19 must be accompanied by an adult at all times and are subject to the children's hours and rules as outlined in the Province Rules and Regulations.
6. Guests under the age of 21 are not permitted to attend any Association event where alcohol is present.
7. Guests may be required to show a valid photo ID as proof of age. Refusal to provide such proof may result in forfeiture of guest privileges.
8. Guests under the age of two (2) will be allowed access to the facilities without the use of a guest pass. All other guests will be required to use a guest pass.
9. Prior to using the facility, each guest must complete a Facility Liability Waiver and a Visitor/Renter Information Form at the Resident Services Desk with the following information:
  - a. Guest Name
  - b. Name of Resident of whom he/she is a guest or tenant
  - c. Guests address information
  - d. Date of visit
10. The resident **MUST** be present when signing a guest in at the Village Center and **MUST** present his/her Association Card. Prior approval may be authorized for guests to use the facility unaccompanied by the resident if the resident completes the Guest Prior Authorization form.
11. Residents hosting a guest for more than seven (7) days must complete the Guest Prior Authorization Form certifying that the guests' status is, in fact, that of a guest and not a renter. If the information on the form is falsified, the guest may be denied access and use of any and all Province facilities. Should it be determined that the person is a renter, the Owner shall be subject to the fines indicated in the Fine and Collection Policy.
12. All Guests and Renters shall complete a Visitor Information Form indicating their status as a guest or renter. A rental may not be for less than six (6) months. If the information on the form is falsified, the person may be denied access and use of any and all Province facilities.

The Village Center is not fully supervised. Therefore, all persons using equipment and participating in activities do so entirely at their own risk and may be required to execute a Waiver/Indemnification form.

I acknowledge that each home is allotted 40 complimentary Guest Passes per year and have read the rules for their use.

Address: \_\_\_\_\_

\_\_\_\_\_

Resident 1 Name: \_\_\_\_\_ Resident 2 Name: \_\_\_\_\_

I acknowledge that I have read and agree to abide by the Guest Pass Policy and its terms and conditions.

Signature 1: \_\_\_\_\_ Signature 2: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_