



VIEWPOINT

**RULES AND REGULATIONS  
FOR RESIDENTS OF  
VIEWPOINT RV & GOLF RESORT**

**These Rules & Regulations will take effect December 15, 2019**

**Introduction**

The owner of **VIEWPOINT RV & GOLF RESORT** ("Viewpoint") at 8700 University Drive, Mesa, Arizona, has adopted the following rules and regulations in accordance with A.R.S. § 33-1452 to govern the community (the "Resort"). The rules and regulations are designed to enhance the enjoyment of our facilities by all our residents and guests. Your respect of your fellow residents and their property is greatly appreciated.

These rules and regulations are incorporated into the terms and conditions of your rental agreement. Please read them carefully and contact Management if you have any questions about their meaning. We would be happy to clarify them for you.

**Rules and Regulations**

**ABANDONED PROPERTY:** If residents leave behind personal property (including their recreational vehicle) without Viewpoint's prior written permission, Viewpoint may consider the property abandoned and may remove the property and store it. If Viewpoint does remove and store the property, the resident shall be responsible for the costs involved, and such costs shall constitute a lien on the property. Thirty (30) days after it reasonably appears that resident has abandoned the property, Viewpoint may sell the property in accordance with Arizona law. Prior to such sale of the property, the resident can request the return of the property which has been removed and stored, the residents must first pay Viewpoint for the removal and storage costs and all other amounts owing to Viewpoint.

**ABSENCE:** Before you leave the Resort for an extended period of time, you must leave contact information with Viewpoint so we can reach you. Also, please tell us who will be looking after your site while you are away, or please leave contact information for your assigned caretaker. If Viewpoint cleans or otherwise maintains your site because you have failed to maintain it, you will receive a notice regarding the failure to maintain and will be given ten (10) days to remedy the situation. If you do not remedy the situation, Viewpoint will have the work performed and will bill you at a rate of \$75.00 per hour, plus any material costs. These charges are considered rent and the failure to pay them may subject you to eviction for non-payment of rent. If your home site violates these Rules and Regulations, you may also, or alternatively, be subject to a termination notice and eviction for non-compliance.

**ACCESS TO SITE:** Representatives of Viewpoint may come onto a resident's home site at reasonable times to contact the resident, inspect the home site, make necessary or agreed upon repairs or improvements, supply necessary or agreed upon goods or services, or show the home site to prospective buyers, residents, workers, contractors or mortgagees.

**AGE RESTRICTIONS:** In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, "HOPA"), the Resort is intended to be and is operated as "housing for older persons." Under HOPA, "older persons" are defined as persons fifty-five (55) years of age or older. The Resort complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Each occupied home site within the Resort must be permanently occupied by at least one person fifty-five (55) years of age or older as of the date of occupancy. In addition, all other persons occupying a home site within the Resort must be at least thirty-five (35) years of age. All prospective residents and occupants of the Resort will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age such as a valid driver's license, birth certificate or passport. Under HOPA, Viewpoint may, in its sole discretion, make certain exceptions to the foregoing provisions.

**BICYCLES:** Bicycles shall travel on the right side of the street and shall abide by all traffic signs. Bicycles may not be ridden on the sidewalk, nor may they be ridden at night without proper lighting and reflective gear. Viewpoint encourages residents to lock up their bicycles when not in use. You can register your bike(s) with the Police Department at [www.mesaaz.gov/police/BicycleRegistration.aspx](http://www.mesaaz.gov/police/BicycleRegistration.aspx)

**BUSINESS VENTURES:** Residents may not operate a business from their home site without Viewpoint's prior approval in writing. Any business that has a negative impact on the Resort will be disallowed. Viewpoint reserves the right to discontinue businesses in the Resort at any time. The Resort and any of its addresses may not be used for the purpose of advertisements or sale of merchandise.

**CHILDREN:** Children younger than 18 shall be accompanied by an adult at all times. Residents are responsible for their minor-aged visitors. Unescorted children will be asked to return to the resident's home.

**CONCRETE PADS:** Pads shall be protected and/or cleaned from oil leaks, etc. Vehicle maintenance and repair (such as changing oil) is not permitted in the Resort. In the event of a home pullout the concrete pad will need to be removed at the resident's expense.

**CONSTRUCTION:** All site improvements must be pre-approved by Viewpoint via a Construction Request Form. The City of Mesa may need to be contacted for clearance for any construction plans. This applies, without limitation, to sheds, carports, awnings and/or patio concrete, fences, patio extensions, paint color, and plantings of any kind. Any structure that is erected, installed or modified without Management's prior written approval is subject to fine and removal at resident's expense. Any improvement or construction requiring a permit must be performed by a licensed, bonded and insured contractor. A copy of his certificate of insurance and copy of the permit shall be filed with Viewpoint. **It is the responsibility of the resident to contact the City of Mesa to determine if a permit is required.** Any approved construction is to be done during daylight hours, (no earlier than 8 AM) Monday through Saturday. Sunday is designated as a "quiet day" and no construction or other noisy outdoor work involving the use of power tools is allowed on that day. During any construction the site must be kept clean and free of debris. Contractors may not dispose of debris in the Resort.

The Viewpoint Architectural Guidelines are available at the Business Office.

**CURFEW:** In accordance with City of Mesa requirements, unless accompanied by an adult, children under the age of 16 must be in their home between the hours of 10:00 pm and 5:00 am. Individuals between the ages of 16-18 must be in their home between the hours of midnight and 5:00 am.

**DRAINAGE AND SOIL:** You are responsible at all times to make sure the drainage is proper so that water will drain away from your mobile home to the street and not onto other spaces or common areas. This includes your redoing the grading of the Space, with prior written permission of management, if the present

grading does not meet these requirements. Tenant may not do anything that impedes the proper natural flow and drainage of water, or to assist in the build-up of water on the space. Tenants are required to have rain gutters on the mobile home and to use proper irrigation techniques on all areas of the space. Tenant shall "level" the home on a consistent basis. Tenant is personally liable for any personal injury, property damage, or other loss that results from Tenant's change of water flow or drainage on the space or in the Park. Soil on the space can expand and contract significantly when exposed to moisture and heat, including but not limited to sunlight. Tenant is responsible for any damage, repairs, maintenance, or other problems caused by expansion or contraction of the soil, including but not limited to any leveling of the mobile home, awning, skirting, or other accessories required, or resulting from the expansion or contraction of the soil.

**DRESS CODE:** Shirts, shoes, and appropriate clothing must be worn in the Resort. Cover-ups should be worn to and from Pools, Jacuzzis and exercise rooms.

**EMERGENCY NUMBER:** Dial 911 in case of emergency. You may contact the Business Office at (480) 373-8700 or just dial extension 8700 if you're in your home; if it is after office hours contact Courtesy Patrol at (480) 373-8702, or from your home at extension 8702. For all life threatening emergencies, dial 911.

**FACILITIES:** Resort Facilities, which may include without limitation Laundry Rooms, Activity Rooms, Pools, Jacuzzis, Saunas, Golf Courses, Fitness Centers, etc., are intended for use and enjoyment of residents and approved guests only. Policies and regulations governing the use of these facilities are conspicuously posted within or near each facility and are incorporated into these Rules and Regulations. Residents shall ensure that their guests abide by these policies and regulations. Failure to abide by the policies and regulations governing the use of Resort Facilities may result, where appropriate, in a resident or guest being (1) fined, (2) disqualified from using the facilities in the future, or (3) evicted from the Resort. Pool areas and patio areas adjacent to the pools cannot be reserved and are first come first serve.

**FIREARMS:** Firearms may not be worn in the Resort or openly displayed except by sworn law enforcement personnel, at any time, except as provided herein. These restrictions do not apply to sworn law enforcement personnel. Residents, residents' visitors, and residents' guests:

1. May carry a firearm in personal vehicles and may store a firearm in a locked vehicle while in the Resort, as long as any such firearm is not visible from outside the vehicle.
2. May have a firearm within the home.
3. May carry a firearm between vehicles and the home in a box, holster, or other device that does not display the firearm to others.
4. Except when transporting a firearm directly between a vehicle and the home, may not carry a firearm in a public or common area of the Resort.
5. May not bring firearms into the leasing office at ANY time.
6. May not brandish or display a firearm in any common or public area of the Resort.
7. May not threaten other residents, occupants, visitors, or staff with a firearm, whether the firearm is displayed or not.
8. May not discharge a firearm anywhere in the Resort.
9. May not leave a firearm in an unlocked vehicle at the Resort.
10. May not leave a firearm in a locked vehicle if the firearm is visible from outside the vehicle.

Violation of any of these firearm restrictions by any resident, visitor, or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy.

**FIREWORKS:** Fireworks of all kinds, including but not limited to sparklers, are prohibited in the Resort. Igniting any kind of fireworks in the Resort by any resident, visitor, or guest shall constitute a material and irreparable breach, and shall be cause for immediate termination of tenancy.

**FIRST RIGHT OF REFUSAL:** Review your Rental Agreement, which contains a Right of First Refusal provision. If a Resident is selling the Resident's home to anyone who intends to have the home removed, the resident must give Viewpoint a 72-hour opportunity (3 business days) to match the purchase offer. The Resident must provide Viewpoint with a true and correct copy of the purchase offer which shows the name, address, and phone number of the party making such offer and the terms of the offer. If Viewpoint does elect to match the purchase offer, the home must be sold to Viewpoint. If Viewpoint does not agree to match the purchase offer within 72 hours (3 business days), then the home may be sold to the 3<sup>rd</sup> party. However, if the Resident decides to sell the home for less than the original purchase price set forth in the offer, the Resident must again give Viewpoint 72 hours (3 business days) to match the lower offer. The account must be at a zero balance. All past, present, and upcoming applicable charges must be paid in full. Proof of new ownership must be provided to the Business Office. **The move out will not be allowed until all parties involved agree in writing to the above conditions.**

**GOLF CARTS:** Golf carts must travel on the proper side of the street and abide by all speed limits and traffic signs. Golf carts are not allowed on sidewalks in any part of the Resort, including but not limited to Courtyard areas, sports facilities and pool areas. Children are not permitted to drive golf carts in the Resort. When driving golf carts at night, they must have proper lighting. Handicapped parking may only be used with proper identification. **The speed limit in the Resort is 15 MPH.**

**GUESTS:** Residents are responsible for the actions of their guests. All guests must sign in with Viewpoint at the main office and pay any applicable fees. Guests may stay free of charge for 14 days. Residents whose guests stay longer than 14 days in a month are subject to charge. All guests will be issued a guest badge. Guest badges must be renewed every 14 days. Overnight guests must sleep in the resident's housing unit. Sleeping in passenger cars is prohibited. Children must be accompanied by an adult at all times. Guests that cause complaints and concerns to other residents may be asked to leave at Viewpoint's discretion. Guests may not stay more than thirty (30) days in any twelve-month period. After that time period, a guest becomes a prospective resident/unauthorized occupant and is subject to Resort approval after submission of an application for residence, or must vacate.

Residents must acquaint all guests with these Rules and Regulations. Residents are personally responsible for the actions and conduct of their guests. Residents are financially responsible and liable for any property damage or personal injury caused or contributed to by their guests.

Guests using any Resort facility must be accompanied at all times by a Resident.

**HOME APPEARANCE:** All homes and RVs shall be kept in a good state of repair and present an acceptable, neat, and clean appearance, consistent with other homes in the Resort. Window coverings and skirting materials must be of similar color to the unit and shall be attached neatly to provide an attractive appearance. The home, window coverings, and skirting must be washed and otherwise cleaned on a periodic basis. Residents must obtain Viewpoint's approval before painting or significantly changing the exterior appearance of their unit. Residents are responsible for providing their own cords, plugs, adapters, sewer line, hoses, etc. Window coverings other than blinds, drapes, shades, and other treatments designed to be used for windows are prohibited. Prohibited coverings include but are not limited to foil, sheets, flags, cardboard, and reflective material.

**Viewpoint has the right to refuse any unit or vehicle from being placed on a site based on age, size, or appearance.**

All personal property of Resident must be kept in a pre-approved, appropriate storage shed or in the home. Except for standard patio furniture, barbecue equipment, and an operable bicycle (all of which must be kept in an attractive and well-maintained condition), no personal property accumulation is permitted around the home, on driveways, patios, or on porches without prior written permission from Viewpoint. Personal property includes but is not limited to, overstuffed or indoor-type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, construction debris, refuse, litter, firewood, or other such items that are unsightly. If the home has a screened-in porch where the inside of the screened-in porch is visible from the outside, the accumulation of junk and debris in the screened-in porch is prohibited.

#### **HOME SALES:**

- **New Home Sales-** The New Home Sales Office is located at site 2739. You can contact them by phone at extension 5750. Please stop by to look at our new models located at Phase 3.
- **Rentals-**The rentals office is located at site 130. You can reach them by phone at extension 8720.
- **Re-Sales-** The Re-Sales office is located next to Hobby Room 1. You can reach them by phone at extension 5793
- **FSBO- (For Sale by Owner)** Residents who wish to sell their unit must first register with the Business Office. If you wish to sell your unit on your own, you must obtain a "For Sale by Owner Packet" from the Business Office, have the home inspection done and fill out the applicable forms. *New buyers have to pass a background check prior to living at the Resort. We will continue to charge the rent to the original owner until we receive a copy of the new Title and all necessary paperwork has been completed and approved. If rent or utilities are not paid by the previous owner, the new owner will be responsible for all unpaid charges. The buyer will be charged a \$300.00 processing fee at the time of registering with Viewpoint.*

If you have purchased your unit through a 3<sup>rd</sup> party, and not from the New Home Sales or Resales Departments at the Resort, Viewpoint is not responsible if you are not well informed of general administration and financial policies related to your sales transaction. We recommend that you contact the Business Office to obtain a new resident package and we will be happy to answer any questions you may have.

Residents cannot represent to a prospective buyer that he/she will be approved for residency. Residents must also meet with Resort management prior to sale of home to determine what upgrades, if any, must be done to bring the home to Resort standards. All required work must be done prior to the sale or the buyer will be required to bring the home into compliance as a condition of approval for residency.

Viewpoint may require a home being sold to be removed from the Resort if the home cannot reasonably meet standard specifications determined by the Resort for that home site, or if the home is in run-down condition or in disrepair in the judgment of Viewpoint.

**INSURANCE:** Residents are responsible for insuring their own units and must carry adequate property damage insurance known as "Special Form" or "All-Risk" insurance on their units. Residents must also maintain reasonable general public liability insurance and provide suitable evidence of insurance to Management upon request.

**LANDSCAPING:** Landscaping must be pre-approved by Viewpoint. Residents shall submit a detailed written request and gain approval for any landscape installation, modification, or the removal of existing landscaping. Trees, shrubs and hedges must be properly trimmed. Residents are responsible for the maintenance of the landscaping on their home site, including but not limited to trimming all trees as necessary to ensure the health of the tree and to avoid safety hazards. Planting of Mexican Fan Palms is not allowed. Residents may not remove or disfigure a tree on the space without prior written permission from Viewpoint. Unauthorized removal or destruction of a tree on the space not planted by Resident constitutes destruction of valuable Resort property and can be cause for immediate termination. Failure to keep trees, bushes, and other plant life trimmed will result in Viewpoint maintaining your site for a fee of \$75.00 per hour and any charges will be added to your account. All landscaping, including but not limited to flowers, must be well maintained, neat and attractive. Written permission of Viewpoint is required prior to any digging in the Resort or on a home site. Viewpoint may require Residents (at Resident's expense) to identify and locate any underground utilities prior to digging. Connecting to the Resort's irrigation system is not allowed. Violators will have their irrigation system disconnected and will be subject to fees, fines and the termination of their rental agreement. Viewpoint is not responsible to remove shrubs, trees, etc. Residents are responsible to remove shrubs, trees, etc.; but removal of any tree requires prior written permission of Viewpoint.

**LAUNDRY:** Clotheslines or hanging of clothes, including bathing suits and towels, outside of your home is prohibited.

**LOADING/UNLOADING:** Viewpoint allows 48 hours for moving vans and RVs to load/unload at your home site. This accommodation is only intended for the arrival and departure of your stay at the Resort. It is not intended to be used on a regular basis. Abuse of this accommodation will cause it to be revoked.

Using your RV, i.e. eating in or sleeping in, while parked in the street or on your driveway is prohibited. Please be respectful of you neighbors. RVs may not be occupied when temporarily parked on a space or in the street in the Resort.

**MAIL:** The address you should use for correspondence is:

<b>Phase 1</b>	<b>Phase 2 &amp; 3</b>
Your Name	Your Name
8700 East University Dr	650 N Hawes Rd
Your Space Number	Your Space Number
Mesa, Arizona, 85207	Mesa, Arizona 85207

**MOVING OUT – PULL OUTS:** A thirty (30) day written notice of removal is required for all move outs. Removal of the home can only take place Monday through Friday between the hours of 9:00 AM and 4:00 PM Arizona time. Any rent or other charges owing must be paid to the Resort before a home may be removed. Failure to pay such charges may result in the home being blocked from being removed. A home may not be removed before the Resort has issued a Clearance for Removal. Anyone removing a home from the Resort must comply fully with A.R.S. §§ 33-1485.01 or 33-2105 as applicable, and/or any other applicable statute, along with these Rules. Resident must designate a person or entity that will be responsible for the move-out. If the responsible party is not licensed by the Arizona Department of Housing or Registrar of Contractors, then a move-out deposit in the maximum amount allowable by law shall be required.

All documentation must be given to the Business Office and Courtesy Patrol will be notified of the date and time of the removal to approve exit.

Upon removal of the home, the home site must be left clean and leveled. All bushes, trees, and other landscaping must be removed unless Resort management agrees or requests otherwise in writing; all weeds must be removed; all debris from the home must be removed; and the concrete pad must be removed and cleared off Viewpoint's property. If fill dirt is needed to level the site after the removal of the home and/or concrete pad, the current resident, new owners, and/or any responsible party for the move must provide and replace with *clean* fill dirt at their own cost. Removal of any shed and any other additions and accessory structures must be completed at the same time as the removal of the unit.

Until the home is removed and the site is made "move in ready" the current residents and or owners will continue to be liable for all charges including but not limited to lot rent. Removal of the shed must be completed at the same time as the unit. The buyer will be charged a \$300.00 processing fee.

Once the move out process has started it must be executed to 100% completion. The home may not be left abandoned if any issues arise during the removal. If the home is left abandoned, the current owner or resident or their successor in interest, and any party responsible for the move, will be held liable for any and all charges associated with the home site and removal of the home.

**NONCOMPLIANCE:** Failure to comply with these Rules and Regulations may, at the sole discretion of Viewpoint, result in fees, fines, being prohibited from using the facilities, and/or the termination of a resident's occupancy at the Resort.

**PARKING:** Residents must observe posted parking signs and all other parking instructions. Golf carts are to be parked in spaces designated specifically for golf carts. We allow short term parking in the street (less than 12 hours) for visiting and deliveries. Overnight parking of vehicles on the street is prohibited. Parking of vehicles on unoccupied home sites (including but not limited to RV or mobile home sites) is prohibited at any time of day and may result in charges equal to the daily RV site rate. All resident vehicles must be parked in the carport area and be parallel to the unit. Parking sideways on the concrete pad is prohibited. Parking anywhere on your site other than the concrete pad is prohibited without Viewpoint's prior and explicit written approval. Parking violations may result in charges of fees, fines, and/or your vehicle being towed at the owner's expense.

**PATIO/CARPORT/PORCH:** Residents are to keep their patio, porch, and carport areas neat and uncluttered. Unsightly decorations, indoor furniture, appliances, storage bins, or displays are prohibited. Loose items such as boxes, tools, etc. may not be stored on the patio, porch, carport, or anywhere visible on the space. Wind chimes are prohibited due to the noise. Viewpoint conducts regular inspections to ensure compliance. Failure to keep these areas in compliance may result in violation notices and/or the termination of your rental agreement. Nothing may be stored underneath the home.

**PATIO SALES:** Individual patio sales are not allowed. Please contact the Activities Office if you want to participate in a community-sponsored patio sale.

**PAYMENTS:** Checks received for payment and returned unpaid for any reason will be charged a \$40.00 returned check fee. All checks must be in US FUNDS. Partial payments are not accepted under any circumstances. To avoid late fees please pay your rent and utilities on time. We suggest you contact the Resident & Guest Service Office to check when your payment is due. You can pay with a credit card or mail your check prior to the payment due date. Online bill pay is available through The Community Resident Portal; please contact the Business Office for more details. It is the responsibility of the resident to know when their rent and utility payments are due. If you are unsure of your payment date, please contact the main office. Rent payments received FIVE (5) or more days after the due date will be charged a late fee. The amount of the late fee will equal the amount of \$5.00 times the number of days the rent is

late. (Example: If rent is paid nine days past due, the late fee is calculated as follows  $9 \times \$5.00 = \$45.00$ .) Utilities are billed year round and are due at the 1<sup>st</sup> of each month with a grace period of until the 15<sup>th</sup> to pay. **ANY UTILITY PAYMENT RECEIVED AFTER THE 15<sup>th</sup> WILL RESULT IN A \$10 LATE FEE**

**PERSONAL CONDUCT:** Offensive conduct will not be tolerated in the Resort, including but not limited to disruption of quiet enjoyment, foul, abusive, threatening, or obscene language, abusive attitude or behavior, theft or vandalism of property, public drunkenness or indecent exposure. Offensive conduct will be grounds for immediate expulsion and eviction from the property. Inappropriate or abusive behavior including but not limited to uninvited physical contact, solicitation, harassment, vandalism, theft, stalking, violence, possession of illegal substances/items or any other illegal or offensive conduct is not permitted. Any acts of threat or physical harm by a resident or resident's guest toward another person will be grounds for immediate termination of occupancy. This applies to residents, guests and visitors. Residents and their guests, occupants, and visitors must behave in a reasonable and respectful manner at all times in the Resort, including but not limited to towards the Resort manager, employees, staff, other residents, and other guests and visitors. Cursing and/or yelling at or otherwise abusing Resort management and staff is prohibited and will not be tolerated.

**PETS:** Residents are allowed no more than two pets per site. Pets must be on a 4 foot or shorter leash at all times while outside. Pet runs, dog pens, or any other structure meant to allow pets to run freely are strictly prohibited at residents' sites or homes. Please be respectful when walking your pets. Do not allow them to walk or "relieve themselves" on other resident sites. Residents must clean up after their pets immediately. All pets must be approved by and registered with Viewpoint prior to entering the Resort. Viewpoint shall have complete discretion to allow or disallow any pet at the Resort. Any pet which exhibits aggressive behavior or which threatens or attacks a person or another pet must be removed from the Resort immediately. When registering pets with Viewpoint, residents must obtain a copy of, and agree to abide by, the Resort's pet policies. These policies are incorporated into the Resort's Rules and Regulations, and failure to abide by them may result, where appropriate, in a resident being (1) fined, (2) disqualified from keeping a pet at the Resort, and/or (3) evicted from the Resort. Residents shall ensure that their guests and visitors abide by these rules and do not bring pets into the Resort without the prior approval of Viewpoint. Residents who keep pets at the Resort must pay a pet fee, which will assist in maintaining the pet area, pet records and pet tags at the Resort. With the exception of hummingbird feeders, residents shall not feed stray or wild animals, including but not limited to birds and cats, in the Resort. See Viewpoint's Pet Policy for complete details. Unattended pets are not permitted at any time.

For the safety of pets and Residents, Residents or their guests may not exercise by having their pets in tow while the Resident or guest is riding a bicycle or driving any motorized vehicle.

Assistive animals and service animals are not pets for purposes of these regulations. Pursuant to federal and state fair housing law, where the disability of the Resident or the member of the Resident's household requiring the animal is not obvious or otherwise known to Viewpoint. Viewpoint may request reliable documentation evidencing the disability and disability-related need for the specific assistive animal at issue. Assistive animals must (unless a reasonable accommodation is required related to any rule) comply with all behavioral and clean-up rules regarding animals in the Resort.

**PHONES:** Phone lines are available at the sites. If you have a phone, dial "7" for outside calls. The area code is (480) and your phone number is: (Example: (480) 373-Site#). If your site number only has 3 digits, please add a "0" before the site number. (Example: Site number 100 would be 480-373-0100)

**QUIET TIME:** Excessive noise is prohibited at all times. Noise levels should be kept to a minimum between the hours of 10:00 p.m. and 8:00 a.m. Sunday is designated as a "quiet day." No construction or



other noisy outdoor work, such as the use of power tools, is allowed on Sundays. Please respect your neighbors. Loud parties, and or excessive volume of radios, television, or musical instruments are not allowed. Excessively noisy vehicles are prohibited. Viewpoint reserves the right to prohibit the use of any particular noisy vehicle within the Resort.

**REFUNDS:** The Resort does not issue refunds. This applies to prepayments, as well as a negative/credit balance that may be on your account. The negative balance may be put towards future charges or bills for that account or site. Negative balances cannot be transferred to other accounts or sites.

**RENT:** Rent is billed annual with the option to pay bi-annually. It is the responsibility of the resident to know when their rent payment is due. If you are unsure of your rent date, please contact the Business Office. Rent payments received **FIVE (5) or more days after the due date will be charged a late fee.** The amount of the late fee will equal the amount of \$5.00 times the number of days the rent is late. (Example: If rent is paid nine days past due, the late fee is calculated as follows  $9 \times \$5.00 = \$45.00$ .) Rent is based on occupancy by no more than two persons per site. Online bill pay is available; please contact the Business Office for more details.

**RESORT ID CARDS:** Each Home Owner will receive a Photo ID Card at the time they purchase and must be carried/worn at all times. If you have not received your Photo ID Card, please visit the Business Office for more details. The Photo ID is to be carried at all times and will allow you to take advantage of Viewpoints amenities while you are here.

**SALE OF UNIT:** Any buyer of a manufactured home in the Resort, under circumstances where the buyer desires that the manufactured home remain in the Resort, shall be subject to prior written approval by Viewpoint of the buyer as a resident in the Resort. To be eligible for such approval, the buyer must comply with Viewpoint's pre-qualification procedures and standards, sign a new Site Rental Agreement after approval, and meet any other conditions and requirements set forth in the Rules and Regulations and the Resort's Statements of Policy. As an additional condition to approval, Viewpoint may require reasonable upgrading of the manufactured home and/or the home site to meet the quality standards contained in the Rules and Regulations in effect on the date of such proposed sale. If the provisions of this paragraph are not complied with, the manufactured home must promptly be removed by the resident from the Resort upon such sale. Any amounts owed to the Resort must be paid before any new owner will be approved for residency.

All prospective purchasers and transferees must complete Viewpoint's standard residency application in its entirety and comply with Viewpoint's pre-qualification procedures and standards prior to such occupancy, sale, or other transfer, so that background and credit checks can be conducted properly and expediently to determine community and financial responsibility. Failing to complete the application in its entirety or willfully providing false information will result in a rejection of the application if discovered before a Site Rental Agreement is fully executed, and will result in termination of tenancy if discovered after a Site Rental Agreement is fully executed. Viewpoint shall have the right to reject any prospective resident or occupant.

**SECURITY DEPOSIT:** A resident's security deposit may be used to pay for unpaid rent, returned-check fees, utility charges, or damage to the home site or Resort caused by the guest. Any remaining portion of the security deposit shall be mailed to the resident no later than fourteen (14) days after resident has vacated the home site in accordance with the requirements of the law.

**SMOKING:** Smoking is prohibited in all Resort buildings or amenity areas.

**SOLICITING/TRESPASSING:** The Resort is private property. Anyone entering the Resort without Viewpoint's permission is trespassing. Soliciting is not permitted within the Resort. If you notice solicitors going door to door, please contact the Business Office immediately. A solicitation by one Resident without prior invitation of another Resident is prohibited by this rule.

**SPACE CARE:** Residents must maintain their site free of weeds, debris, and trash at all times. Trees and plants must be properly trimmed. Annual residents are responsible for the condition of their sites year-round, including but not limited to weed control. If the resident leaves for one month or longer, the resident is required to have a caretaker of the home site (and provide Viewpoint with the caretaker's contact information). Failure to keep your site free of weeds, garbage, debris and trash will result in Viewpoint giving notice and maintaining your site at a rate of \$75.00 per hour, charged as additional rent (and/or in termination of the rental agreement). As a park model, manufactured home, or RV owner, you are responsible for maintaining the lot grade elevations established and passed by the City of Mesa. Each home owner is responsible for ensuring that any water originating on your site does not damage neighboring property/sites. Viewpoint is not responsible for any drainage or flooding issues that are caused by the installation of pavers, patios, sheds, or any other site enhancements that may have altered the grade.

**SPACE PRIVACY:** Walking between homes and through occupied RV or manufactured home sites without the owner's permission is prohibited. Residents, occupants, and guests may not enter other Residents' spaces without prior permission, and may not enter or cut across vacant spaces.

**SPEED LIMIT:** The speed limit is **15 miles per hour**. This includes but is not limited to golf carts and bicycles. Motorists must drive with extreme caution while driving through the Resort. Speeding is strictly prohibited. Pedestrians and bicyclists have the right of way. When walking in the Resort, please walk against the flow of traffic.

**STORAGE:** On site storage of utility trailers is available. Residents should contact the Business Office regarding storage questions. Only one RV may be parked on each RV site; only one manufactured or mobile home may be installed on each manufactured home site (no other units and no RVs may occupy such site). All boats, flatbeds/open utility trailers, etc., must be stored in the onsite storage area of off property and may not be parked on the Resident's space. Tow dollies must be parked behind RVs whenever possible. Viewpoint may approve the construction of a shed on a Resident's site. Approval must be sought and obtained, in writing, before construction begins. If approved, the shed must be constructed according to the requirements of these Rules and Regulations and must be neat and attractive, as determined by Viewpoint.

**STREET LIGHTS:** Some street lights may be attached to resident's electric meter. Street lights are considered assets to the space on which they are located. The cost of operating a street light is \$1.00 to \$4.00 per month, dependant of wattage of bulb and duration the light is on. If your site has a TALL STREET LIGHT attached to your electric meter, Viewpoint will reimburse your account during the months you are not living in the Resort. **THE STREET LIGHT MUST REMAIN ON IN ORDER TO RECEIVE THE CREDIT.** Viewpoint does not reimburse for the small globe lights.

**SUBLETTING: Subletting is prohibited without prior written approval of Resort management and it is only allowed by going through Viewpoint's Third Party Rental Office.** If you are interested in subletting, please contact the Viewpoint Rental Office for information necessary to rent your unit. Any proposed subtenants will be required to undergo the Resort's background screening process, will be required to meet the Resort's age requirements, and will be required to sign a form agreeing to comply with the Resort's Rules and Regulations. The Resident will remain responsible for the space and home, the behavior of the subtenants, and all financial obligations pursuant to the Resident's Rental Agreement.

**TRASH/RECYCLING:** Please contact the Business Office regarding the City of Mesa schedule for trash and recycling pick-up, and Viewpoint bulk dumping. Needles, syringes and other medical waste must be separately packaged in a pierce-proof container, such as a coffee can, and identified as medical waste. Construction debris, appliances, furniture, and other large items will not be picked up and shall be removed by residents to a dump site outside the Resort. Residents leaving construction debris, furniture and other large items in the Resort dumpsters may be subject to fees and fined or may receive notices of termination of tenancy for non-compliance with these Rules. Violations may also result in disqualification from using the facilities. Trash and recycling cans must be brought in off the street on non-collection days. Do not sift through the trash or remove items from the dumpsters. This is both a safety and privacy concern. Resort dumpsters are for residential trash only.

**UNITS:** All units and vehicles placed on a site shall be kept in a good state of repair and display an acceptable appearance. Window coverings used to protect windows from a golf course shall be of similar color to the unit and shall be attached neatly to provide an attractive appearance. Units shall be skirted in a material of similar color to the unit and shall be washed and otherwise cleaned on a periodic basis. Residents must obtain Management's approval before painting or significantly changing the exterior appearance of their unit. Residents are responsible for providing their own cords, plugs, adapters, sewer line, hoses, etc. Viewpoint has the right to refuse any unit based on age, size, or appearance.

**UTILITIES:** Utilities are billed year round and are due at the 1<sup>st</sup> of each month with a grace period of until the 15<sup>th</sup> to pay. **ANY UTILITY PAYMENT RECEIVED AFTER THE 15<sup>th</sup> WILL RESULT IN A \$10 LATE FEE.** If you have not received your utility bill before the 1<sup>st</sup> of the month please contact the Business Office to obtain a copy and to avoid the \$10.00 late fee. It is the responsibility of each resident to pay their utility bill on time. **Online bill pay is available;** please contact the Resident & Guest Service Office for more details.

Each site is furnished with electricity, sewer and water hookups. Residents may obtain a schedule of rates from Viewpoint. Please speak with Viewpoint if you have any questions about rates, connection, or use of these utilities. Damaging or tampering with Resort-owned utility meters or other utility equipment is a serious matter. Residents will be responsible for any economic costs resulting from the tampering with, or intentional damage to any Resort-owned meters or utility equipment. Tampering with ANY utility equipment or lines in the Resort is grounds for eviction.

**VANDALISM:** Any vandalism to Resort property will result in immediate eviction. This includes, but is not limited to, damage of any Resort gates, tampering with pool chemicals or equipment, damage to Resort-owned computers, damage to billiard and Resort rooms and Resort common area facilities, damage to fitness equipment, or damage to any other Resort-owned property.

**VEHICLES:** All vehicles shall display a valid Viewpoint vehicle permit in the windshield. You can obtain a vehicle permit from the Business Office. Viewpoint will instruct you where to place the permit in your vehicle. All vehicles must be currently registered in compliance with Arizona law and display current license plates. Viewpoint may require residents to provide a copy of the vehicle registration for any vehicle in the Resort. Only licensed drivers may operate vehicles in the Resort.

All vehicles must be properly equipped with a muffler to ensure quiet performance. Any vehicle which creates excessive noise, exhaust or a disturbance of any kind will not be permitted to operate in the Resort. Inoperative vehicles and vehicles with expired registration or plates are not permitted. Viewpoint may request verification of operability. Any vehicle dripping gasoline or oil must be repaired immediately. Concrete Pads shall be protected and/or cleaned from oil leaks, etc. Vehicle maintenance (such as changing oil) and repair is not permitted in the Resort.

**WAIVER:** Residents acknowledge and agree that their space and personal activities may be in proximity to Resort Facilities, which may include one or more golf courses, softball fields, swimming pools or similar facilities. Residents assume all risk associated with space location and personal activities in, on or near the Resort Facilities. Residents and visitors are solely responsible for determining whether they are sufficiently fit physically, mentally and emotionally for engaging in activities on Resort property.

Viewpoint shall not be responsible for any loss, death, injury or damage to person or property which resident or any other person occupying or visiting the Resort may suffer, regardless of the cause of such loss, death, injury or damage, except to the extent attributable to the grossly negligent or willful misconduct of Viewpoint.

**DISCLOSURES:** In accordance with A.R.S. § 33-1432, the landlord makes the following disclosures.

- A. The name and address of the Resort's managing agent is:

MHC Property Management, L.P.  
c/o Equity Lifestyle Properties, Inc.  
Two North Riverside Plaza, Suite 800  
Chicago, Illinois 60606  
Attn: Legal Dept.

- B. The name and address of the Resort's owner is:

MHC Viewpoint, L.L.C.  
c/o Equity Lifestyle Properties, Inc.  
Two North Riverside Plaza, Suite 800  
Chicago, Illinois 60606  
Attn: Legal Dept.

- C. The name and address of the person authorized to receive service of process and for the purpose of receiving and providing receipts for notices and demands is:

Corporation Service Company  
2238 West Royal Palm Road, Suite J  
Phoenix, Arizona 85021

**RESIDENT'S CERTIFICATE**

I/WE HAVE RECEIVED A COPY OF THESE RULES AND REGULATIONS, AND AGREE TO ABIDE BY ALL PROVISIONS THEREOF. I/WE FURTHER UNDERSTAND THAT THESE RULES AND REGULATIONS ARE INCORPORATED INTO MY/OUR RENTAL AGREEMENT WITH LANDLORD AND THAT ANY BREACH OF THE RENTAL AGREEMENT OR OF THESE RULES AND REGULATIONS BY ME/US, MEMBERS OF MY/OUR FAMILY OR MY/OUR VISITORS MAY RESULT IN THE TERMINATION OF MY/OUR TENANCY, IN ACCORDANCE WITH APPLICABLE LAW.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident's Signature

Site# \_\_\_\_\_

Name \_\_\_\_\_  
(please print)