



Shamrock
Manufactured Home Community

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May 2022



Rules and Regulations

Article I. GENERAL:

- Section 1.01 Shamrock Manufactured Home Community reserves the right to approve or reject a manufactured home because of its size, condition, or appearance, so that the Community may maintain its high standards.
- Section 1.02 All potential tenants/occupants must submit a Community-provided application for residency for approval, must meet the Community's adopted income, credit, and limited criminal background screening criteria to qualify for residency, and must pay any required application fees, which are non-refundable. Failure to receive Management's prior written approval before moving onto a space in the Community may result in Management unconditionally refusing residency, and any such persons who move into the Community will be considered trespassers. Additionally, if an application for residency is found to be falsified or misleading, this is grounds for automatic termination of the lease, even if the application is otherwise approved.
- Section 1.03 Upon meeting all qualifications, all tenants must sign a rental agreement and all required addenda before residing in the Community. All approved occupants of a space must be added to the rental agreement as an occupant before they may reside in the Community. Only registered, approved tenants, who have signed a rental agreement with the Community and any required addenda, and registered, approved occupants may occupy a home in the Community. Additionally, this Community's practice is to maintain current, updated rental documentation. Therefore, at expiration of any Rental Agreement, Community Management reserves the right to require that a new written Rental Agreement be executed, at which time Tenant must sign a new, updated written Rental Agreement with the Community.
- Section 1.04 Any proposed live-in caregiver for a disabled resident must apply for occupancy in the Community, must undergo the Community's limited criminal background screening process, and must be approved to reside in the Community before moving into any Tenant's home. Additionally, the Tenant and caregiver must submit any reliable documentation required evidencing the disability and a disability-related need for the caregiver and, if approved, the Tenant and the caregiver must sign a Caregiver Addendum with the Community before the proposed caregiver may reside in the Community.
- Section 1.05 Failure of resident to comply with any of these Rules and Regulations may result in termination of the lease.
- Section 1.06 Management has the right to prevent access to the Community and to remove anyone, other than approved residents, deemed objectionable. Objectionable persons include but are not limited to: persons previously denied residency at the Community for reasons of prior evictions unrelated to non-payment of rent; persons previously denied residency at the Community because of criminal history; persons not qualified for residency of the Community for reasons other than inability to pay rent; persons previously evicted from the Community for reasons other than nonpayment of rent; persons engaged or previously engaged in criminal activity in the community; known gang members or known gang associates; and persons who have previously materially violated Community rules or who have been disruptive in the community. Tenants permitting guests who are objectionable to be on the premises are subject to a notice of termination of tenancy for

- material noncompliance with park rules. Management reserves the right to trespass from the Community anyone who is not an approved tenant or occupant.
- Section 1.07 Occupancy in the Community is limited. No more than two (2) persons per bedroom, plus one (1) additional person per home, may regularly occupy the home, though the Community will take into account the size and configuration of the home if known or reliably made known to the Community, along with the sizes and ages of any proposed occupants. For purposes of this restriction, a "Bedroom" is a room intended by the manufacturer of the home to be regularly used as a bedroom and all bedrooms must contain closet space. A bedroom is not a den, family room, living room, or other room that has been converted into a bedroom.
- Section 1.08 Tenant shall provide Community Management, prior to entering into the Rental Agreement, a current copy of the title or other sufficient evidence of ownership, which indicates legal owner, any lienholder(s), and serial or identification numbers to Tenant's mobile home. Tenant must also provide Landlord with a copy of the title to Tenant's mobile home promptly upon the Manager's request. The principal resident of each home in the Community must be its legal owner.
- Section 1.09 Tenants are responsible for their own conduct and for that of their occupants, guests, visitors, and invitees. Tenants and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable and respectful manner at all times in the Community. Offensive or inappropriate conduct towards anyone, and/or harassment of anyone, including but not limited to other tenants, occupants, guests, visitors, invitees, or Community management, vendors, employees, or staff, will not be tolerated and is grounds for termination of tenancy. Tenants, their occupants, guests, visitors, and invitees may not yell, curse at, or behave inappropriately towards other tenants, guests, visitors, invitees, Community management, vendors, employees, or staff. Tenants and their occupants, guests, visitors, and invitees must not interfere with the management or operation of the Community.
- Section 1.10 Loud parties, excessive volume of radios, televisions or musical instruments, or any other excessive noise, will not be allowed. Tenants may not disturb the quiet enjoyment of the Community by other Tenants, residents, and guests, or by Community management.
- Section 1.11 Tenants, members of their households, or guests are not allowed to play, enter, or cut across any lots/spaces (occupied or vacant) for which they do not have permission. Entering other tenants' home sites without prior permission of that tenant is prohibited.
- Section 1.12 Tenants are not permitted to alter, tamper with, or repair any Community gas, water, sewer, television, or telephone facilities, service connections, or equipment. Contact Management if you have a problem. Any damage or vandalism to Community common areas or property is grounds for termination of tenancy, and tenants will be responsible for paying the cost to repair any such damage or vandalism as additional rent and/or such amounts may be sought by the Community in an action against Tenant for damages, or in any eviction action.
- Section 1.13 The Tenant is entitled to a 1-year renewable (at the Tenant's election) lease term, unless good cause for nonrenewal exists.
- Section 1.14 The Community shall provide notice of rent increases at least 90 days prior to the rent increase effectiveness date or then existing time period prescribed by the Arizona Mobile Home Parks Residential Landlord and Tenant Act. At no time shall the Community provide a rent increase notice without providing at least 30 days written notice prior to the rent increase effectiveness date.
- Section 1.15 The Tenant shall have a minimum grace period of 5 days to cure any non-payment of rent defaults without a late fee and the right to cure rent payment defaults within a minimum of 10 days.

- Article II. ILLEGAL ACTIVITY:**
- Section 2.01 Tenants and/or their guests, visitors, or members of their household shall not engage in criminal activity, including, but not limited to, drug-related criminal activity, on or near Shamrock Manufactured Home Community. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance. (Section 102, Controlled Substance Act 21 U.S.C. 802.) Engaging in any criminal activity in the Community is grounds for immediate termination of tenancy.
- Section 2.02 All Residents shall sign a Crime Free Lease Addendum.
- Article III. SITE MAINTENANCE:**
- Section 3.01 **SITE MAINTENANCE IS THE RESPONSIBILITY OF THE TENANT.** The home site and lawn/yard should be kept clean, with grass cut, trimmed, fertilized, watered and weeded to maintain a well-cared for appearance. There shall be no trash or debris in the patio areas or under the deck or home. Outside storage of possessions within visibility of the street is prohibited. Standard patio furniture designed for outdoor use, one or two bicycles, one propane gas barbecue and a pre-approved storage shed (as further discussed herein) are the only items permitted to be stored outside the home. The accumulation of personal property outside the home is prohibited. No open fires will be permitted for any purpose at any time. Shamrock Manufactured Home Community may, after notice, perform site maintenance on Resident's space and bill Tenants for this service as additional rent. Performing this service or the offer to perform this service and billing the Resident shall in no way relieve the responsibility to comply with this rule. Additionally, or alternatively, the lease may be terminated for failure for failure of the Resident to maintain his/her site. Failure to maintain the site is considered a Health and Safety Violation and a material non-compliance with the Rental Agreement and these Rules.
- Section 3.02 **WEEDS:** Tenants may be given notice to remove weeds from their space within 10 days. If this is not completed within the 10 days, management will charge \$40.00 per hour (with a 2-hour minimum charge) for the service and add it to the rent as additional rent, which must be paid with the next rent payment.
- Section 3.03 Tenant shall be responsible for maintenance of trimming of any trees or other plants, including removal of trees upon management approval. Trees may not be removed, however, without prior written permission of Community Management. If the tenant plans to do any digging on the site, Shamrock Manufactured Home Community must be contacted first so that placement of utility lines or pipes can be identified. If any such utility line or pipe is damaged by the Tenant, his agent, or contractor, the Tenant must repair such damage immediately at his/her expense to Shamrock Manufactured Home Communities' satisfaction. If Shamrock Manufactured Home Community is required or elects to repair such damages to protect the Community's property or because of the failure to repair the same, the Tenant shall be responsible for such repair bills and must pay the sum within ten days after billing. This charge will be added to rent.
- Section 3.04 No washers, dryers, or other appliances (including but not limited to refrigerators or freezers) are allowed outside the manufactured home, unless stored in a community-approved shed. Failure to comply with this provision is considered a Health and Safety Violation and a material non-compliance with the Rental Agreement and these Rules.
- Section 3.05 The use of any furniture on the patio or deck is prohibited unless it is outdoor patio furniture in good condition and/or a BBQ grill, which has been approved by Shamrock Manufactured Home Community. The Community will not approve any BBQ grills, fire

- pits or any other similar type of outdoor items unless powered via electricity or propane gas. No open fires will be permitted at any time.
- Section 3.06 Anything flammable must be kept in a storage shed.
- Section 3.07 Grass can be planted. It is the resident's obligation to maintain it in a proper and presentable fashion and to dispose any trimmings.
- Section 3.08 Except with management's prior written approval, no signs are to be posted on the home or anywhere on the home site or in the Community, except that a Tenant selling his or her mobile home may place one FOR SALE or OPEN HOUSE sign on the inside of the front window or on the side of the mobile home. Such sign may be no larger than 12 inches wide by 18 inches long. Such sign must also be professionally printed.
- Section 3.09 Yard Sales are not permitted at Tenants' spaces unless management's written authorization is obtained.
- Section 3.10 Any and all improvements, modifications, and/or alterations to the home and/or home site require prior written approval of the Community. Forms to seek Community approval of any improvement, modification, or alteration are available in the Community office. All additions or modification of any kind, including but not limited to awnings, skirting, storage sheds, enclosures, etc. must comply with all state, county, and city laws and zoning regulations in addition to these Rules. In some instances, if required by the relevant governmental entity, it may be necessary to obtain building permits. If approval is received from the Community, any work performed must be consistent with what was approved and in compliance with all applicable laws and codes, and if required, a permit must be obtained before any work is started. Tenant is solely responsible for obtaining and paying for any required building permit.
- Section 3.11 Any and all holiday decorations and/or lights must be removed within 30 days after the applicable holiday.
- Section 3.12 All concrete, asphalt, and other surfaces on the space shall be kept clean and maintained free of oil drippings, grease and other debris, and kept in good repair and condition. Tenant is responsible for maintaining Tenant's driveway and all other concrete on the home site. The cost to clean, repair, or replace a damaged driveway or other concrete on the home site is the Tenant's responsibility.
- Section 3.13 Water, sewer, electrical, and gas connections must meet local codes and Community requirements. The Community will not be responsible for any obligations contracted by Tenant for repair or maintenance of Community property. If such action is planned, Tenant must seek and obtain the Community's prior written approval.
- Section 3.14 Tenants may not alter, connect, disconnect, or repair any Community or utility company utility service. Tenants are solely responsible for service connections and related problems between the outlet provided by the Community (usually the service post or meter) and Tenant's home, including but not limited to maintenance of the sewer lateral to the main line. If Tenant plans to do any digging in the yard, Tenant must first obtain Management's prior written approval so that placement of utility lines or pipes can be blue staked. If Tenant, Tenant's agent, or Tenant's contractor damages any such utility line or pipe, Tenant must pay all costs of repairing such damage, as additional rent on Tenant's next rent invoice. Tenant must maintain essential utilities in service to the home at all times—including but not limited to water, sewer, and electricity. Tenant may not utilize alternative power sources for power (i.e. generators, extension cords, and the like). Failure to maintain essential utility service is a

	material non-compliance with these Rules and Regulations.
Section 3.15	Tenant must assist Landlord in maintaining the natural flow and drainage of water onto, across, and from Tenant's space. This requires that Tenant do nothing that would impede the natural flow and drainage of water or assist in the build-up of water. Each Tenant is required to have rain gutters on the Tenant's home and to use proper watering techniques on all areas of Tenant's rented space. Each Tenant shall "level" Tenant's home on a consistent and regular basis. It is strongly recommended that Tenant have Tenant's home "leveled" at least once a year. The Community is not responsible for leveling a Tenant's mobile home—Tenant is entirely responsible for the maintenance of Tenant's own home. Each Tenant is liable for any personal injury, property damage, or other loss resulting from any change of water flow or drainage caused by Tenant on or from Tenant's rented space. All water that falls on Tenant's home must be channeled to the street on which the home is located, and away from any embankments, slopes, or other home sites, using a system of overhead gutters, down spouts, and down spout extensions.
Section 3.16	Tenant is advised that the soil on the home site can expand and contract significantly when exposed to moisture and heat, including sunlight. Tenant shall be responsible for any damage, repairs, maintenance, and other problems caused by expansion or contraction of the soil, including but not limited to any leveling of the home, awning, skirting, or other accessories required, or resulting from the expansion or contraction of the soil.
Article IV.	LAUNDRY:
Section 4.01	Umbrella or retractable clotheslines are the only acceptable means of drying clothes outside of the manufactured home.
Section 4.02	Draping clothes over anything else but an umbrella clothesline is unacceptable.
Article V.	TRASH DISPOSAL:
Section 5.01	The dumping of any refuse on empty spaces, in any areas around the recreation service center or ditches is strictly prohibited. Garbage and trash will not be placed curbside of the Tenant's site.
Section 5.02	All garbage and refuse must be placed in boxes, sacks, wrapped and tied, prior to being placed in the public dumpster. Tenants may not dispose of business or commercial trash in the Community. Do not enter garbage containers to remove any refuse. "Dumpster diving" is prohibited.
Section 5.03	Lids to garbage container and dumpster are to be closed at all times.
Section 5.04	Tenants may only dump large brush and bulk household items into the maintenance dumpster at a cost of \$5.00 per trip and add it to rent. All objects belonging to the Tenant that cannot fit into the dumpster will be the responsibility of the Tenant to dispose of off of Shamrock Manufactured Home Community property.
Section 5.05	If garbage is not properly disposed, Shamrock Manufactured Home Community reserves the right to charge Tenant clean-up fees.
Section 5.06	Hazardous wastes, including but not limited to batteries, tires, paint, used motor oil, and the like, must be disposed of in accordance with county and city regulations and in an appropriate facility, and may not be disposed of in the Community.
Article VI.	PETS AND OTHER ANIMALS:
Section 6.01	Tenants may have indoor pets only. Prior written permission must be obtained from the manager for the pet to be allowed in the Community before the pet is brought into

- the Community. Replacement of pets is permitted only upon reapplication for such. Tenant is responsible for pet's behavior, clean up, and maintenance.
- Section 6.02 No Large breeds of any description are allowed. Pets must not exceed thirty-five (35) pounds and twenty-four (24) inches in height (measured at the shoulders) at maturity (when fully grown). Dangerous breeds are prohibited, including (but not limited to) Pit Bulls, Chows, Dobermans, German Shepherds, Akitas, Huskies, Rottweilers, and wolf hybrids. These include both full and mixed breed animals. Management's decision on what constitutes a dangerous breed is final and conclusive. The Community makes exceptions for assistive animals.
- Section 6.03 The manager may ask for picture of pet with shot documents.
- Section 6.04 Each pet must be inoculated in accordance with local laws. Each tenant is responsible for complying with all applicable state, county, and city requirements with respect to licensing, vaccinations, and leash laws. Proof of current licensing and vaccinations must be provided to Management before the pet may be approved and before it is brought into the Community. Additionally, proof of current licensing and vaccinations must be regularly updated in the Community office and must be provided by Tenant to Community Management at any time upon Management's request.
- Section 6.05 No pets are permitted in the mini-park area. (Does not apply to assistive animals)
- Section 6.06 Tenant shall pay \$15.00 per month + tax for each pet, not to exceed two pets per household. (Does not apply to assistive animals)
- Section 6.07 If a pet causes any disturbance or annoyance such as barking, growling, howling, biting, or any other unusual noises, damage or harm to a neighbor, permission to keep the pet will be revoked. Aggressive or vicious behavior, including but not limited to biting, scratching, or attacking another resident, guest, employee, manager, vendor, or Community staff member is grounds for revoking permission to keep a pet and may also constitute cause for immediate termination of tenancy.
- Section 6.08 A pet running loose will be impounded at the Tenant's expense, and the Tenant may be notified to vacate his site or give up said pet. No outdoor dog runs or doghouses are allowed.
- Section 6.09 Pets cannot be left unattended with or without a leash outside the home and may not be walked in the Community unless controlled on a leash of not more than six (6) feet in length. Pets may not be left unattended outdoors. Outdoor pet housing is prohibited.
- Section 6.10 Pet droppings on or off Tenant's home site must be cleaned up immediately by Tenant.
- Section 6.11 Pets shall not be allowed to enter another Tenant's homesite, flowerbeds, shrubs, yard, or any vacant home sites.
- Section 6.12 Pets will not be allowed in any common recreational area at any time. (Does not apply to assistive animals)
- Section 6.13 Guests of Tenants may not bring pets into the Community at any time. If any violation of the pet rules is observed or, a valid complaint is made by another Tenant, the pet owner will receive an official warning in writing to either correct the problem, dispose of the pet, or vacate the property. (Does not apply to assistive animals)
- Section 6.14 Feeding of stray cats qualifies Tenant as owner of the cats and therefore; responsible for pet charges and responsible for any damages the pet does on the property.
- Section 6.15 Exceptions will be made to these pet restrictions when reasonably necessary to accommodate the needs of disabled residents. Assistive animals permitted in the Community (unless a reasonable accommodation is required related to any rule) are

subject to the same rules concerning conduct, control, and clean-up as pets, and Tenants with such animals in their households will be responsible for complying with those rules. Assistive animals are not subject to pet fees. Pursuant to state and federal fair housing laws, where the disability of the Tenant or member of Tenant's household requiring the assistive animal is not obvious or otherwise known to the Community, or the disability-related need for the animal is not obvious or otherwise known to the Community, the Community may request reliable documentation evidencing the disability and/or the disability-related need for the specific assistive animal at issue.

Article VII. HOME AND ACCESSORIES:

Unless otherwise provided, the following accessories and equipment MUST be provided as part of the improvements of the HOME within thirty (30) days of the date the Tenant's lease begins. Additionally, existing tenants must comply with these Rules.

Section 7.01 ANY ALTERATIONS, IMPROVEMENTS, ADDITIONS TO/OF MOBILE HOME, SPACE, OR ACCESSORY

STRUCTURES: Before making any improvements or alterations to the mobile home or space (including but not limited to adding an accessory structure, including but not limited to a shed, awning, carport, or fence), whether required by Management or desired by the Tenant, Tenant must obtain prior written approval of Management. Tenant must submit to management a drawing/schematic of the proposed improvements, including where the improvements/modifications will be made and placed, what materials will be used, and who will be doing the improvements/performing the work. The drawing/schematic must show the placement and dimensions of the proposed improvements on the space. Management requires that any work performed on the exterior of the mobile home or that will affect the exterior of the home (including but not limited to installing a shed or accessory structure on the space, modifying the roof, painting the exterior of the home or modifying/changing the exterior of the home in any way) be performed by a licensed contractor (with either the Arizona Registrar of Contractors or the Arizona Department of Fire, Building and Life Safety, as applicable) with adequate liability insurance naming the Community as an additional insured. Failure to seek and obtain Community approval before making any modification to the exterior of the home or to the home site shall justify the Community requiring removal of any such modifications and is a material non-compliance.

Section 7.02 NO IMPROVEMENTS/ALTERATIONS/ADDITIONS TO OR ACCESSORY STRUCTURES ON RV SPACES:

Tenants on RV spaces in the Community, which are generally intended for short-term use, may not make improvements or alterations to RV spaces (including, but not limited to adding accessory structures). Accordingly, RV space tenants may not place sheds, fences, or any other accessory structure on the space.

Section 7.03 CONTRACTORS AND LIENS AND CLAIMS: Only licensed contractors having adequate liability and Worker's Compensation insurance are permitted to work in the Community, and Management may require such contractors to provide proof of insurance before beginning any work. Contractors' liability insurance must name the Community as an additional insured. Tenants may not allow any liens or other claims to be made against Community property, and, if a Tenant does, he or she will immediately do whatever is necessary to remove such liens and protect Community and Management interests.

Section 7.04 SKIRTING: A uniform skirting approved in writing by Shamrock Manufactured Home Community must be installed completely around the home with skirting which matches the colors used on the home. The skirting must be an acceptable vinyl manufactured

- home skirting. Skirting must be maintained at all times.
- Section 7.05 DECK: (installing a deck is optional) If it is provided or if the tenant plans to have a deck, the tenant must get the approval of the manager. The tenant must have the Deck Policy signed and in their file before work can begin.
- Section 7.06 STAIRS: All homes must have rear steps with a landing of not less than sixteen sq. Ft. and must be maintained in good state of repair. Stairs must have a minimum of one handrail.
- Section 7.07 STORAGE SHEDS: Storage sheds built, installed, or set up on any space must comply with the Community's Storage Shed Process, a copy of which is provided to each Tenant at the start of his or her tenancy. The Storage Shed Process is as follows: (1) the installation or building of ANY shed in the Community must be approved by Management IN WRITING before any work to install or build it begins; (2) the shed must be built or installed by a contractor licensed with the Arizona Registrar of Contractors with liability insurance naming the Community as an additional insured; (3) before any work to build or install the shed begins, Tenant must provide the Community with a schematic/diagram showing the placement, dimensions, and appearance/paint color of the shed prepared by the licensed contractor who will build or install the shed. Diagram must also show distance between street and shed, and distance between shed and any neighboring homes; (4) the schematic/diagram and the placement and dimensions of the shed must be approved by Management IN WRITING before any work begins on the shed; (5) the base color of the home must match the base color of the shed; (6) the trim color of the home must match the trim color of the shed; (7) Management reserves the right to make the final decision on the placement, appearance, structure, and color of any shed in the Community; (8) sheds may NOT be built or installed in the setbacks or encroachment zones between homes/spaces (20 feet side to side and 14 feet back to back); (9) Sheds may not be placed in front of the home. Shed must be placed in the rear of the home or close to the home's rear alley; (10) Sheds may not be larger than 10 feet x 12 feet; (11) Management may tear down and remove any shed built in violation of these policies. Exceptions related to the shed's placement and dimensions may be made in Management's sole discretion where the Tenant demonstrates that the shape and/or size of the Tenant's mobile home or space prevent the Tenant from placing the shed consistent with the Community's Rules and Regulations, and where Tenant and the Community come to an agreement IN WRITING regarding the shed's placement and dimensions.
- Section 7.08 AWNINGS AND FENCES: All awnings and fences must be approved in writing by Shamrock Manufactured Home Community prior to installation both in regard to type and location. If an awning or fence goes up without written approval from management, Management may ask for it to be taken down. Before any work begins on an awning or a fence, Tenant must submit a schematic/diagram to Management showing the proposed placement and dimensions of the awning or fence, prepared by the licensed contractor who will perform the work, and the materials to be used. Contractor must have adequate liability insurance naming the community as an additional insured.
- Section 7.09 LATTICE WORK: Lattice must have Community Manager's approval and must be maintained at all times.
- Section 7.10 COMPLIANCE WITH BUILDING CODE: It is required that licensed professionals install all accessories. All improvements or accessories must comply with existing building codes.
- Section 7.11 HITCHES: Hitches must be removed.
- Section 7.12 TRAMPOLINES: Trampolines and other hazardous equipment are not allowed on Tenant's lot.
- Section 7.13 POOLS, SAUNAS, HOT TUBS: Pools must have a statement signed freeing Shamrock of any and all liability of pool accidents, tenants must also have proof of liability insurance

- given to Shamrock Manager. Tenants owning a pool must abide by city codes, including a code compliant, at least 5ft. tall fence surrounding the pool with a lock on the fence. Saunas and Hot tubs are prohibited by Shamrock Manufactured Home Community. Saunas and Hot tubs require a city permit as well as 220 watts and Shamrock is not equipped for that purpose.
- Section 7.14 WINDOW COVERINGS: Blankets, aluminum foil, etc. may not be used as window coverings.
- Section 7.15 PAINTING: Licensed/bonded painter must do the painting of any home. Shamrock Manufactured Home Community must approve in writing outside painting colors. Any damages to the Community incurred during the process of painting will be the responsibility of the Tenant.
- Section 7.16 DRIVEWAYS AND PATIOS: All manufactured homes must have concrete patios and driveways.
- Section 7.17 SATELLITE DISHES: No bigger than 40in. wide and has to be placed in the back of the home.
- Section 7.18 INSURANCE: Proof of Insurance for damage and liability must be on Tenant's Home. Management may ask to see the originals.
- Section 7.19 LIEN HOLDER: Lien Holder or ownership changes must be reported to manager immediately.
- Section 7.20 OWNER OCCUPANCY: Every manufactured home must maintain at least one occupant that is the titled owner at all times. Or, one occupant must be acquiring an ownership interest in the home occupied, evidenced by a proper sale agreement.
- Section 7.21 SUBLETTING AND/OR ASSIGNMENT: Tenant's Rental Agreement and/or possession of the home site may not be assigned, sublet, or otherwise transferred without the prior written agreement of the Community. A Tenant's subletting of their mobile home will only be approved where the subtenant complies with all of these Rules and Regulations, including but not limited to submitting an application for residency and meeting the Community's limited criminal background screen and credit/income requirements and, if approved by the Community, signing with Tenant and the Community a subletting addendum. Tenant shall remain primarily responsible for the tenancy. Assignment of a Rental Agreement will only be approved where the proposed assignee complies with these Rules and Regulations, including but not limited to submitting an application for residency and meeting the Community's limited criminal background screen and credit/income requirements, providing proof of title to the Mobile Home in the assignee's name, and signing with Tenant and the Community a form of Assignment pre-approved in writing by the Community.
- Section 7.22 TITLES: A current title must be on file with park Management at all times.
- Section 7.23 FLAGS AND FLAG POLES are prohibited without prior written approval of Community Management.
- Article VIII.**
- Section 8.01 **UTILITIES:** All wiring and plumbing inside and outside the home must comply with the appropriate Federal, State, and local requirements including but not limited to building and other applicable codes and laws. Permission to alter existing Community wiring or plumbing must be obtained in writing from Shamrock Manufactured Home Community. Such alterations will be at the expense of the Tenant. Any such alterations may only be made by a contractor licensed with the Arizona Registrar of Contractors with adequate liability insurance naming the Community as an additional insured.
- Section 8.02 Unless otherwise notified, the Tenant is responsible for all costs incidental to connection

	of the home to the existing Community facilities and utilities. The Tenant is responsible for any problems from the Pedestal ground wiring and/or other applicable Community-provided utility outlet to the manufactured home. Landlord is responsible only for providing the utility outlet but is not responsible for the connection/lines between the landlord-provided outlet and the Tenant's mobile home.
Section 8.03	Tampering with utility service connections (plumbing, wiring, etc.) and other Community utility connections is strictly forbidden. Shamrock Manufactured Home Community must be immediately informed of the malfunction of the equipment, which will be referred to the appropriate utility or repaired by Shamrock Manufactured Home Community if applicable.
Section 8.04	Under no circumstance will Shamrock Manufactured Home Community be responsible for any obligations contracted by Tenant for repair or maintenance to Shamrock Manufactured Home Community property regardless of the nature of the problem. If the Tenant contemplates any action outlined above, he should notify Shamrock Manufactured Home Community.
Section 8.05	The utility pedestal (meter or utility hook-ups) must be accessible to Shamrock Manufactured Home Community at all times. Any pedestal, which is broken or tampered, the Tenant will be charged for repair. Fences must not interfere with the monthly water readings.
Section 8.06	All homes with electric water heaters must have a check valve installed in the inlet water line.
	Shamrock Manufactured Home Community is not responsible for damage to Tenant's water heater in the event community water is shut off.
Section 8.07	Tenants are responsible for malfunctions in their home. Including but not limited to plugged sewer lines, electrical shock, etc. It is recommended that grease, paper towels, diapers, napkins, tea bags, q-tips, etc. are not put down the drain or toilet. If it is determined that a Tenant is responsible for clogging the sewer system, then they will be charged for the repair as additional rent.
Section 8.08	Shamrock does not warrant the adequacies of our utilities for your home.
Article IX.	SPACE DIMENSIONS: Management reserves the right to adjust the dimensions of each space at any time for any reason Management deems appropriate including but not limited to compliance with code setback requirements, either for existing homes or to accommodate homes being brought into the Community. The space designated shall consist of a rough approximation of the space designated on a map of the Community, maintained by the Community from time to time. However, the space is not precisely legally described and the Community shall not be liable for variances between the map and the actual space. In addition, as the size of manufactured homes change and setback requirements change, the approximate boundaries between spaces may be reasonably adjusted. Such adjustments shall not change the rental amount under the Tenant's lease. Such changes may affect and require the movement and removal of landscaping, vegetation, storage sheds, and/or fences.
Article X.	VEHICLE CONTROL:
Section 10.01	SPEED LIMIT: The maximum speed limit in the Community is 15 mph Residents are responsible for compliance by their Guests, Visitors, and invitees. Non-compliance may result in the assessment of a \$50.00 fine per violation, which shall be added as Additional Rent.
Section 10.02	PARKING & VEHICLE MAINTENANCE:

- (a) Vehicles parked in violation of these Rules may be towed at the owner's expense and without prior notice, and may also be subject to a fine by the Community in the amount of \$25.00 the first violation and \$50.00 the second. Each violation after that will be \$50.00. Tenants parking in violation of these rules may also be subject to termination of tenancy.
- (b) Vehicles must meet State legal requirements in order to be located in the Community. No vehicles with expired license plates allowed in the Community or they will be towed at the vehicle owner's expense.
- (c) Only licensed and drivable (running) vehicles are allowed in the Community.
- (d) Parking space for no more than one (1) or two (2) conventional consumer passenger vehicles which must fit entirely within Tenant's driveway, exists at each mobile home space on Tenant's driveway. Vehicles may only be parked in designated paved areas and/or driveways, and may not be parked on or driven across landscaped or unpaved surfaces. Vehicles may not be parked in Tenants' lawns, yards, or any other part of the home site other than the driveway.
- (e) Inoperable or junk vehicles: no unusable or unsightly vehicles will be allowed in the community. No such unsightly or inoperative vehicle may be parked or stored anywhere within the Tenant's space or in the streets of the community, and all such vehicles will be towed at the expense of the owner. All Tenant vehicles must be properly equipped with muffler to ensure quiet performance, any vehicle that creates excessive noise or exhaust smoke will not be permitted to operate in the Community.
- (f) **ON-STREET parking is not permitted and is STRICTLY PROHIBITED.** To ensure access for emergency vehicles, garbage trucks, manufactured home movers, and other service vehicles, the Community may tow away any vehicles parked in the streets, without notice or liability at the expense of the vehicle owner.
- (g) **Guest or Visitor parking** is for over-night parking for guests or visitors only, not for storage of any vehicles in excess of 24hrs. Tenants may not park in guest or visitor parking without prior written permission from management.
- (h) All motorized vehicles operated in the community must have public liability and property damage insurance. Shamrock Manufactured Home Community may prohibit the operation of a motorized vehicle in the Community if proof of insurance covering vehicle cannot be obtained or provided by the Tenant.
- (i) **Washing or Repairs:** Repairs, spray-painting or washing of any vehicles on Shamrock Property or anywhere in the community is strictly prohibited. Changing of tires and light vehicle maintenance is permitted, as long as completed within a 24-hour period.
- (j) Any vehicle dripping gasoline or oil must be repaired immediately to avoid damage to the paving. Car repairs on the premises are prohibited.
- (k) No Semi or trailer-pulling trucks are permitted to park in the Community.
- (l) **STORAGE/ABANDONMENT:** Abandoned vehicle includes, but is not limited to any vehicle that is without the required current license plate or tags, inoperable, stripped, missing any body panels, unclaimed, scrapped, junked, discarded, in a dangerous condition, or otherwise deemed abandoned by the Community. The storage of any abandoned vehicle parts within the Community is strictly prohibited. Abandoned vehicles will be towed at the owner's expense, whether parked in their space or not.
- (m) **NUMBER OF VEHICLES:** A maximum of two (2) vehicles per home space is permitted. Such vehicles must park on the cement driveway on the space and no portion of any vehicle may extend into the street. Vehicles may not be parked in the space's yard, dirt, bricks, etc. Additional vehicles may be permitted on a case –by – case basis (e.g. motorcycles) Street parking is prohibited. Tenants may NOT park their vehicles in guest parking or on vacant spaces without written permission from management.
- (n) **Bicycles, motorcycles, scooters, skate boards, motor scooters, or mini-bikes** are considered

transportation vehicles. Under no circumstances are these vehicles to be driven or ridden inside the community for entertainment. Bicycles must be registered at the manager's office and registered with the City of Glendale Police.

- (o) **Recreational Vehicles:** Recreational vehicles, ATVs, campers, trailers, motor homes and/or boats MAY NOT be parked in guest parking, on the Tenant's home site, or on the street except by prior written agreement with Shamrock Manufactured Home Community. They may be parked only at designated spaces. Management shall not be liable for such stored vehicles.
- (p) The Community reserves the right to restrict other vehicles and to impose other limitations on vehicles if deemed to be in the best interest of the Community or its Residents.
- (q) All Fines and/or fees assessed in this Section are added as additional rent.

Article XI. SOLICITING AND BUSINESS PROHIBITION:

- Section 11.01 No peddling, soliciting, or advertising of commercial or private businesses is allowed in the Shamrock Manufactured Home Community. No door-to-door solicitations of any kind are permitted. While meetings at tenant spaces are not affected by this rule, a solicitation by one tenant without prior invitation of another tenant is prohibited. If you are solicited in the Community, please notify Management at once.
- Section 11.02 No Tenant, visitor, or guest shall conduct any type of business in the Community.
- Section 11.03 The Community, its name, and/or its address may not be used for the purpose of advertisements of any kind or for the sale of merchandise.

Article XII. GUESTS:

- Section 12.01 Guests of more than fourteen days must register with Shamrock Manufactured Home Community. Any resident with visitors staying more than 14 days will be charged an additional \$2.00 per day, per guest. Guests are limited to a maximum stay of thirty (30) days in any twelve (12) month period. After that, they become unauthorized occupants and must vacate unless and until they submit an application for residency, are approved by Landlord in writing, and either sign a Rental Agreement with the Community, are added to the Rental Agreement as an approved occupant, or sign an occupant addendum with the Landlord and Tenant.
- Section 12.02 Guests may not stay in any camper, RV, travel trailer, or other unit parked in a Tenant's driveway. A guest may only stay, subject to the limitations set forth herein and in Tenant's Rental Agreement, in the Tenant's mobile home.

Article XIII. FACILITIES, QUIET HOURS, DISTURBING NOISES:

- Section 13.01 Quiet hours are between 10:00pm and 6:00am.
- Section 13.02 The recreation areas, common areas, park and playground are only to be used by tenants. The areas open at sunrise and close at sunset.
- Section 13.03 Moderation in stereo, TV, and radio volume is required of every resident. No band or drum practice allowed in the Community. Quiet hours are between 10:00pm and 6:00am.
- Section 13.04 The Community may have certain common areas and facilities. Use of these facilities is not guaranteed and common areas and facilities may be temporarily closed or even permanently closed for renovations, remodeling, change in use, meetings, Management use, training, maintenance, national emergencies, pandemics, epidemics, acts of God, due to force majeure, and the like, without any modification or reduction in the amount of rent paid. In no event may any Community recreational facility be used for events to which the general public is invited. In no event shall any Community social or recreational facility be considered a place of public accommodation—Community social and recreational facilities are only for the use of

tenants, approved occupants, and their invited guests. All personal items and trash must be removed from the common area facility upon departure.

Article XIV. POSTED SIGNS:

Section 14.01 Posted signs in the Community/at any Community common areas and/or facilities are to be considered a fixed part of these rules and regulations.

Article XV. REMOVAL OF MANUFACTURED HOME FROM PARK; REMOVAL OF RV; CONDITION OF SPACE:

The following procedures have been adopted pursuant to A.R.S. §§ 33-1485.01 and 33-2105(J) and apply to the removal of a home from the Community:

- Section 15.01 Tenant may remove a home from the park as provided in the relevant statute. Tenant must provide Community with a Notice of Removal of Mobile Home from Community not less than thirty (30) days prior to move-out (this time is necessary to enable Community to make arrangements to enable the move-out). A form is available at the Community office.
- Section 15.02 Tenant must designate a person or entity that will be responsible for the move-out. If the Responsible Party is not licensed as a contractor by the Registrar of Contractors or the Arizona Department of Housing, a move-out security deposit of \$2500.00 (less any security deposit of Tenant then held by Community) or the then-current statutorily allowed amount, must be paid to the Community via money order or cashier's check.
- Section 15.03 When the home is removed, all accessory structures such as shed, awnings, carports, fences, Arizona rooms, and all concrete, must also be removed unless Community agrees to the contrary IN WRITING.
- Section 15.04 When the home is removed, all concrete on the space, all landscaping material, and all awning anchors must be removed unless the Community agrees to the contrary IN WRITING.
- Section 15.05 The space must be left clean, free of trash, building materials, and construction debris, as well as landscaping, including trees and brush that tenant has planted, and rock materials as landscape cover, unless the Community agrees to the contrary IN WRITING. The space must be left completely clear and clean, with all holes and depressions filled in with clean fill dirt, so that the space is restored to a condition as if no home had been placed on it, and so that it is ready for the placement of a new home.
- Section 15.06 Before the home is removed, Tenant and/or Tenant's moving company must provide the Community with a certificate of insurance evidencing that the mover is insured in case any damage is done to the Community during the move-out.
- Section 15.07 A mobile home may not be removed from its space and no Clearance for Removal will be issued until all amounts owed to the Community are paid in full.
- Section 15.08 All holes and depressions must be filled in. The space must be graded and level, and approximately the same level as adjoining lots. The space must be returned to "virgin land" status. If fill dirt is necessary, Tenant is responsible for supplying clean fill dirt.
- Section 15.09 Forms for these purposes are available at the office.
- Section 15.10 When an RV is removed from an RV space, all rent and other charges then due must first be paid in full. The space must be left clean and level. If fill dirt is necessary, it must be clean fill dirt.

Section 15.11 If Tenant's tenancy is terminated and Tenant is evicted from the Community, Tenant is allowed to sell Tenant's Mobile Home on-site and connected to public and private utilities within forty-five (45) days from the date of entry of the eviction action judgment.

Section 15.12 The Tenant has a right to sell the Manufactured Home without first relocating it out of the MH Community.

Article XVI MISCELLANEOUS:

Section 16.01 Firearms and Fireworks. FIREARMS may not be worn in the Community or openly displayed except by sworn law enforcement personnel at any time except as provided below (restrictions not applicable to sworn law enforcement personnel). Violation of any of these firearms restrictions by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy. Tenants, tenant's guests and visitors:

A. May carry a firearm in personal vehicles and may store a firearm in a locked vehicle while in the Community, as long as any such firearm is not visible from outside the vehicle.

B. May have a firearm within the mobile home.

C. May carry a firearm between vehicles and the mobile home in a box, holster or other device that does not display the firearm to others.

D. 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 Community.

E. No firearms are permitted in the leasing office at any time.

F. May not brandish or display a firearm in any common or public area of the property.

G. May not threaten other residents, occupants, visitors or staff with a firearm, whether the firearm is displayed or not.

H. May not unlawfully discharge a firearm anywhere in the Community for any reason at all.

I. May not leave a firearm in an unlocked vehicle at the property.

J. May not leave a firearm in a locked vehicle if the firearm is visible from outside the vehicle.

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

Section 16.02 Tenants are reminded that it is their responsibility to have adequate homeowners' insurance coverage in case of damage that causes them to be in violation of Community Rules or

Statements of Policy, as well as the risk of financial hardship resulting from insufficient coverage.

Section 16.03 Any failure of Landlord to require compliance with or exercise any right pursuant to these Rules and Regulations shall not be construed as a waiver by Landlord of any provision of these Rules and Regulations, and shall not affect the validity or enforceability of any provision of these Rules and Regulations.

Section 16.04 Although these Rules are specific, it is impossible for them to deal with every possible eventuality. Therefore, basic standards of decency are applicable to all, and Tenants and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable manner so as not to say or do anything to adversely affect their neighbors or the ownership or Management of the Community. These Rules apply to Tenants, their guests, occupants, visitors, invitees, or any person in the Community with the permission of anyone living in the Community.

Section 16.05 Each provision of these Rules is separate and distinct and individually enforceable. In the event that any provision is declared unlawful, the enforceability of all other provisions shall not be affected.

Section 16.06 Drones/Remote-Controlled Vehicles. The operation of remote-controlled vehicles, aircraft or drones is prohibited. This includes not only the vehicle, drone or aircraft being operated in or over the community but also one being controlled by an individual inside the Community. These devices are inherently dangerous and violation of this rule by a tenant or member of the tenant's household or visitor is cause for immediate service of a termination of tenancy notice.

Section 16.07 The Management will make every reasonable effort to provide a clean and safe environment, however, we disclaim any responsibility for any losses resulting from fire, theft, accident or natural disasters. No violation of any law or ordinance of the city, county or state will be tolerated. No activities shall be permitted which would place the management or owner of these premises in violation of the law.

Section 16.08 If Landlord determines that Landlord will close the Community, Landlord will, pursuant to A.R.S. § 33-1476.01, provide Tenant with at least 180 days' notice of a change in use of the Community before such actual closure occurs. If Landlord enters into a contract to sell all of the Community to a buyer not affiliated with Landlord, Landlord agrees to provide Tenant with at least sixty (60) days' notice before the anticipated closing of such sale.

Section 16.09 In case of emergency when the Community office is closed call the number below to report the matter to management. If the emergency is a medical, fire or police emergency, call 911. Emergency Management Contact Number: 623-872-8500 (press 1) or 480-699-5348 (Omega Protective Services)