



**1950 E. 24th Street
Yuma, AZ 85365
928.344.4060**

PARK RULES AND REGULATIONS

Introduction:

The following Rules and Regulations have been adopted for the benefit and protection of all residents and their guests and must be agreed to by all residents. The park shall conform to Arizona State Laws including health and safety and all applicable city and county ordinances. Such rules are to protect the financial investment of the residents and the Park and to provide for a harmonious atmosphere. Due to our obligation to all residents, the management asks for your cooperation in enforcing these rules.

1. Resident and Guest Requirements:

A. Residents: To comply with federal law HR1158, adults over 55 years of age can reside in the park after application for tenancy is approved, Occupancy is based on two persons per coach. All residents are required to sign a rental agreement and shall agree to Park Rules and Regulations.

B. Rent: Space rent is due and payable in advance on the first day of each month. Leases will be furnished, if requested, and can be renewed annually. Leases cannot be assumed or reassigned. A 10% charge is imposed for each late payment in excess of 5 days plus 5% for each month payment is delinquent. Rent is for one or two people; there will be a charge for an extra person at \$45.00 per month.

C. Guests: Residents are responsible for their guests. Guests may stay up to 14 days per calendar month with a charge of \$35.00 assessed for each month. Management shall determine whether the park facility can accommodate all guests, and may at its discretion, refuse a guest to stay. Visiting children must be supervised by a resident at all times while in the park. Guests must abide by Park Rules.

D. Guests under 18: Due to the adult park status, guests under 18 may not visit longer than 14 days per year.

2. Mobile home. Awning & Accessories:

A. Mobile Home: Mobile homes shall be recessed in the ground with

the hitch removed. Fronts of mobile homes shall align with fronts of existing homes on the same street. All set backs must be approved in writing by the manager prior to final installation. All electrical, water and sewer installation connections shall comply with state and local laws.

B. Awning: Matching carport awning shall be a minimum of 11x45' to accommodate two cars. All residents, however, are encouraged to place full length awnings. Porch awning shall be a minimum of 8x45'. Posts shall be perpendicular to ground and both awning and posts must be state approved. Awning shall be unitized with the coach.

C. Air Conditioners: Air conditioners must be a central unit, and shall be installed on a concrete slab near the rear of the mobile home. No window type air conditioners or coolers are allowed.

D. Antenna: Due to the availability of cable and to preserve park appearances, no TV antenna or any type of antenna will be allowed.

E. Storage: One matching metal or masonite storage cabinet not to exceed 120 sq. ft. in floor area will be allowed per space. Storage cabinets should be on the carport side with park approved set backs. Existing situations that do not comply shall be corrected upon resale. No storage underneath mobile home is permitted.

F. Fences: Decorative brick fencing not to exceed 24 inches high will be permissible. Street setbacks shall be a minimum of 3 feet. All fences shall be within the residents' lot boundary. Plans for all fencing must be submitted in writing for approval or modification, if needed, prior to commencement of any work.

G. Insurance: Each mobile home owner is advised to have their own property, liability and flood insurance. Since natural disasters are beyond Park control, the Park shall not assume any liability for damage to the tenants' mobile home. Park insurance applies to Park buildings and to the common areas only, and precludes the tenants' lot.

3. Space Use, Landscape and Upkeep:

A. Space Use: All spaces shall be used for residential purposes only. No promotions or business activity is permitted within the Park. No

car repair or oil change allowed. All spaces shall remain under management control. Sale of mobile home, unless buyer is approved, precludes any rights to the space.

B. Landscaping: Residents are required to landscape their space to the Park standards within 60 days of occupancy. Landscape designs may include approved trees, small plants, shrubs, flowers or rock design. Landscaping must be submitted for approval prior to installation. Tree trimming or removal must first be approved. Water drainage must be away from your home and your neighbors space and must flow towards the street. To allow for water percolation when it rains, the grounds shall not be covered with any plastic covering.

C. Space Upkeep: Residents shall maintain their space in a clean attractive fashion. The tenant may be charged for deferred lot upkeep based on actual costs after a timely notice is served and tenant does not perform. Ladders, fixtures, trash cans, etc.. must remain out of sight. Only patio furniture is permitted. No laundry may be hung outdoors. Unsightly vehicles shall not be permitted to park on mobile home space. No parking of travel trailers, detached campers, boats or motorhomes in driveway. A vehicle in a driveway should not extend beyond either end of coach.

D. Seasonal Residents: If you plan to be away during the summer or for any extended period of time, you must make arrangements for your yard care, for mail delivery and for emergencies. Rental of your mobile home is not permitted.

4. Recreational and Service Facilities:

A. Clubhouse: These facilities are provided for the exclusive use of Park residents and their guests and to be used at your own risk. Tenants desiring to use the recreation hall for private parties may do so, with manager's permission, providing it does not conflict with park activities. (Consult management for reservation requirements.) **NO** drinking of alcoholic beverages in/or around the recreation areas or building, except at special Park functions approved by management. **NO** soft drink bottles in the recreation area. No one in bathing suits, barefoot or without a shirt will be allowed in clubhouse. Clubhouse hours shall be from 8:00 a.m. to 9:30 p.m. except for special events. Outside groups cannot reserve the clubhouse, Residents must be responsible for their guests. The recreational facilities shall always

remain under the control of management.

B. Pool and Jacuzzi: Pool hours are from 9:00 a.m. to 9:30 p.m. Pool is for the exclusive use of residents. There is no lifeguard, and you may swim at your own risk. For safety reasons, always swim in the presence of another swimmer. No children in pool area unless accompanied by an adult resident. Guests using pool must be accompanied by a resident. No food or glass containers permitted in pool area. Non-alcoholic beverages are allowed provided they are not in glass containers. No running or wrestling on pool deck. Jacuzzi use shall be limited to adults. Arizona law does not allow children in therapeutic pools. (Pool rules are posted)

C. Shuffle Boards: When using the shuffle boards, please limit your games to two when others are waiting. Sign up for your turn when crowded. Sweep courts, dust mop, and wax disks before each game.

D. Rest Rooms: As part of your community conveniences and for health reasons, your cooperation in keeping them clean is expected.

E. Mail Delivery: U. S. Mailman shall deliver mail to your assigned mailbox. Mail forwarding shall be arranged with the Post office.

5. Vehicle Control and Storage:

A. Speed: All vehicles must abide by the 10 mile per hour posted speed. Ignoring the speed limit will result in written reminders. The third reminder may also be accompanied by an eviction notice.

B. Parking: Each space has a provision to park 2 cars. Cars, wagons, small trucks and vans are permitted. Campers, RV's, motorhomes and boats must not be on your space. The same rule also applies to unsightly, inoperable or deserted vehicles. The park shall not be obligated to provide parking for more than 2 cars. Due to our streets being classified as fire lanes, there will be no street parking. For the same reason, RV owners must limit their loading or unloading to day hours and must complete their duties in the shortest possible time.

C. Boats, Travel Trailers, Campers, RV's, and Dune Buggies: A storage area, subject to limitations, is available at a monthly fee. Parking is at your own risk. These units can not park in your driveway.

D. Motorcycles & Other Similar Vehicles: Due to generally recognized noise factors, these vehicles will not operate within the park. They may only, be driven for ingress and egress.

E. Car Washing and Servicing: Washing of cars may be performed in the RV wash area. Nozzles with shut off valves on the hose must be used to avoid waste.

F. Guest Parking: There is no provision for guest parking. Overnight visitors may park their car in the RV area, the hosts space or work other arrangements with the Manager .

G. Clubhouse Parking: This parking is for residents using the clubhouse facilities and may also be used for guests. In no event should clubhouse parking be used as extra parking by residents. Constant violations, as provided by law, may be subject to vehicle towing at car owner's expense.

6. Trash Disposal & Water Use:

A. Trash: All trash must be disposed in sanitary manner by placing in plastic bags. To conserve space, cartons should be mashed. Large objects must be taken directly to the dump by the tenant. Grease and coffee grounds should not be put in sewer.

8. Water Use: Due to shortage of water in Arizona, water must be conserved and is provided by the park to meet your essentials without waste. Use reclaimed water for trees and shrubs.

7. Pet Requirement & Control:

A resident, upon application, may be granted permission to keep a pet. Small pets under 12" high and not over 25 lbs. are permissible. **All pets must be registered at the office.** Pet replacement due to loss is not automatic and requires approval. Permission to keep a pet may be denied, if in the opinion of the management, pet population is excessive. In consideration to others, it is important that pet owners observe the following rules.

A. Dogs and cats shall not be permitted to run at large.

B If your pet causes any disturbance which will annoy your neighbor, permission to keep pet will be revoked on 3rd notice.

C. Residents are limited to one pet per space.

D. Pets should be exercised on leash outside the park.

E. No pets are to invade the privacy of anyone's homesite or common areas.

F. No pets are permitted in the clubhouse area. Pets must not be left unattended outside the mobile home.

G. No pets will be acquired or replaced unless first approved.

H. Guests must not bring pets into the Park.

8. Sale of Mobile Home:

If a tenant desires to sell his or her mobile home in place, the Manager must be notified in writing. The tenant will receive a procedure for sale instructions. "For Sale Card" may be posted on bulletin board. Subleasing is strictly prohibited. Sales agent and owners must recognize that the park is not obligated to accept a new buyer unless an application was filled out and approval granted prior to closing of escrow. In order to upgrade the park, management may exercise its option under the law.

9. General:

A. All residents must complete an application and agreement for residency prior to residing in the Park.

B. Age limit for tenants is 55 years of age or over.

C. Solicitors, vendors, peddlers, etc. are not permitted in the Park. The residents space shall not be used for any type of business.

D. Drunkenness or immoral conduct is not acceptable.

E. All tenants and guests shall observe Rules and Regulations posted in recreation areas. Tenants shall pay for any damage to the clubhouse, recreation areas, equipment or any other park property resulting from actions by them or their guests.

F. No loud talking, radio, television, or other disturbing noises will be allowed at any time.

G. Resident shall not cause any nuisance or any waste on the premises nor shall residents use or allow the premises to be used for

any unlawful purpose.

H. Management shall not be liable for accidents, injuries, loss of property by fire, theft, wind, flood or acts of God, injury to persons, including those arising out of damages or losses incurred in areas adjacent to the space, or for loss of personal property, mobile home parts or equipment, Tenants are advised to secure insurance coverage for such perils.

I. Contractors hired by residents must receive prior management approval. A contractor must also sign statement releasing the Park for payment and liability. No resident may order work or charge the Park for any labor or material.

J. Tenant shall permit management to enter the mobile home lot at all reasonable times for the purpose of inspecting, maintaining or making repairs, alterations or additions to said lot.

K. All mobile homes must bear a current yearly license where required by state law.

L. Tampering with electric service connections or other Park utility connections is strictly forbidden. Please contact management in case of problems. Meters must be unobstructed by shrubbery or other objects.

10. Grounds for Eviction:

Any of the following shall constitute grounds for termination of tenancy and eviction, upon notice and as provided by law.

A. Failure of the tenant to comply with local ordinances and state laws relating to mobile homes within a reasonable time after tenant receives a notice of non-compliance.

B. Failure of the tenant to comply with reasonable Rules and Regulations of the mobile home Park as set forth in the Rental Agreement or any Amendment thereof.

C. Condemnation or change of use of the Mobile Home Park.

D. The breach or violation of any provision of the Rental Agreement or Park Rules.

E. Any other basis or grounds now or hereinafter provided by law, or

not in compliance with the Arizona Mobile Parks Residential Landlord & Tenant Act.

F. Non payment of rent.

11. Enforcement of Rules and Regulations:

Management will make every effort to enforce all of it's Rules and Regulations and conditions of tenancy applicable to residency in the Park equally. Tenant agrees that the enforcement of those Rules, Regulations and Conditions of tenancy are a private matter between the management and the affected tenant and the enforcement or lack thereof, will not result in any damage or claim by any tenant in this Park. In the event these Rules are in conflict with the Landlord Tenant Act, it is not intentional. In this case, the law shall prevail.

Management shall reserve the right to make changes in the above Rules and Regulations due to changing laws, social conditions or situations as would arise to protect the residents or park interests.

Park Management
July 1997