



Desert Palms

AN AGE 55+ MANUFACTURED HOUSING COMMUNITY
500 W. 28TH STREET, YUMA, ARIZONA
928-344-1016

Rules & Regulations – Lot

Introduction

Please bear in mind that many of the Rules and Regulations contained herein are mandated by state or federal institutions or may be mandated by insurance underwriters. They may be changed from time to time to meet changing requirements.

These Rules and Regulations apply as between Management and Park Residents and their guests and visitors. The terms and conditions of Resident's written Lease or Rental Agreement for tenancy at Desert Palms, and the terms and conditions of the Arizona Landlord Tenant Act, as amended from time to time, are incorporated herein by reference and constitute terms and conditions of these Rules and Regulations. In the event of a conflict between the terms of the Rental Agreement or these Rules and Regulations, the terms of the Rental Agreement shall prevail. In the event of a conflict between the terms of the Rental Agreement and/or these Rules and Regulations and the terms and conditions of the Arizona Landlord Tenant Act, as amended from time to time, or any other governmental law, rule, code or ordinance, the terms and conditions of the applicable provision of the Arizona Landlord Tenant Act and/or governmental law, rule, regulation code or ordinance, shall prevail.

Although the Rules and Regulations cover a variety of different subjects, it is simply impossible to cover or deal with each and every conceivable situation. Therefore, the basic rule and regulation which is applicable to all, is that all Residents, guests and visitors shall conduct themselves in a reasonable manner so as not to do anything to unreasonably adversely affect any other Resident guest or visitor, or unreasonably adversely affect the ownership or Management of the Park.

1. All Tenants must register at the office upon arrival. All rents are payable in advance, on or before the 1st day of each month, and are delinquent after the 5th of each month. Late charges for delinquent rents are provided for in your rental agreement.
2. Basic rental rates are for one or two adults only. All overnight guests must be registered at the office on the day of arrival. Any guest staying more than fourteen (14) days will be subject to approval by Management and charged \$1.00 per day. If a guest stays more than 30 days in a

calendar year, that guest becomes a prospective resident and is subject to approval of management. Guests will be allowed use of all park facilities when accompanied by the Tenant. The Tenant will be responsible for the conduct and supervision of his/her guest at all times.

3. Rent includes use of all park social and recreational facilities. Please check with the office to reserve the clubhouse for private functions.
4. No rent refunds will be made for partial month occupancy unless the Tenant gives Management thirty (30) days written notice of departure.
5. **RESIDENTS ARE CAUTIONED THAT THERE ARE HOMES AND HOME SITES IN THE PARK WHICH MAY CONTAIN ACCESSORY EQUIPMENT, LANDSCAPE MATERIAL AND STRUCTURES WHICH NO LONGER CONFORM WITH PRESENT PARK STANDARDS AND REGULATIONS. NONETHELESS, RESIDENTS MAY NOT ASSUME THAT THEIR BUILDING PLANS WILL BE APPROVED BECAUSE THEY CONFORM WITH OTHER HOMES OR SITES IN THE PARK. RESIDENTS ARE ALSO CAUTIONED, THAT THE ERRECTION OF UNAPPROVED STRUCTURES OF ANY KIND MAY CAUSE THAT STRUCTURE TO BE REMOVED AT THE RESIDENT'S EXPENSE. ADDITIONALLY, PLEASE BE AWARE THAT A PURCHASER OF YOUR HOME MAY BE REQUIRED, AS DEFINED BY THE ARIZONA MOBILE HOME PARKS LANDLORD TENANT ACT, TO BRING THE SPACE AND HOME UP TO CURRENT PARK STANDARDS.**
6. **SPACE USE – Each space will remain under the direct control of the Management.** Notices will be given to residents to notify them of certain maintenance or repairs that may be needed on the Resident's home or space. Failure to take corrective action on such notices may result in the Landlord performing the needed repairs and charging the Tenant, as allowed under the Arizona Mobile Home Parks Landlord Tenant Act, or may result in the termination of your Rental Agreement. Maintenance of the entire space, excluding palm trees, is the responsibility of the Resident. It is the responsibility of the resident to keep their space neat and clean. Standard patio furniture (no homemade furniture), bicycles, and barbecue are the only items permitted to be stored outside the Resident's home or shed. **No washers, dryers, refrigerators or other appliances will be allowed outside the home unless they are inside an approved "Arizona Room" and meet all city or county codes for installation.** All areas of the rented space are to be landscaped. Management must approve all landscape plans before any work may begin. Front areas of home are to be ¾ to 1 inch rock (no white or green rock) with scalloped edging and underlying black plastic. This area may be covered in brick or brick pavers (no concrete or mortar). Plant material may be used to enhance this area. ¾ to 1 inch rock, small gravel, or plant material may be used on other areas of the space. Special attention must be given to areas where utility lines run through the space. Management will generally not allow trees or other plant material in those areas. It is the responsibility of the resident to replace any landscape material that must be removed to repair or replace utility lines. No trees may be planted without management approval and will not be permitted near underground utility lines or where they may eventually cause root damage to existing park facilities. Plantings may not be removed without Management approval. Landscaping of the lot must be completed with 90 days of move-in. **It is the tenant's responsibility to water and maintain all landscape material on their space. (Except Palm Trees). Tenant shall make arrangements for any required care and maintenance of their space or home in their absence.**
7. **NO ADDITIONS OF ANY KIND MAY BE ERECTED WITHOUT PRIOR WRITTEN APPROVAL FROM MANAGEMENT AND MUST BE INSTALLED BY LICENSED CONTRACTORS.** This includes, but is not limited to, awnings, porches, steps, air conditioners, rooms, lattice, and sheds. **No fences will be allowed to be built or replaced.** Only one shed is allowed on the space. The shed may be up to 100 square feet, provided room is available and determined at the sole discretion of Management. Sheds must be pre-manufactured of wood or metal and must closely match the home in color. Electrical outlets installed in sheds require a permit by the City or County. Unless physically impossible or impractical, as determined in Management's sole discretion, Management requires that awnings, skirting, porches and other accessories be added

- to ensure that the Park remains a quality community. All accessory items must be constructed of approved material. Permits from the enforcement agency are required for most accessories. All contractors who work on the premises of Desert Palms are required to carry Workman Compensation Insurance. It is the tenant's responsibility to verify this with their contractor.
8. All homes are to be maintained in good repair and attractive condition as to exterior paint, awnings, sheds, skirting, roofs and landscape material. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner that detracts from the aesthetic beauty of the Park. **Paint colors to be used on homes, awnings, trim, sheds and skirting must be approved by management before painting can proceed.** All homes are required to have management approved skirting and awnings within sixty (60) days of move in. Materials used must be approved by management. Tenants must maintain the skirting and ground around the home so that animals cannot get under home. Placement of air conditioners must be approved to minimize noise to adjacent Residents.
 9. Trash and garbage disposal is made by the tenant into centrally located bulk containers. Please break down any larger items if possible.
 10. **PETS: Desert Palms is a NO PET PARK.**
 11. Tenants and visitors shall park vehicles only in the designated areas. Vehicle parking on space is restricted to one side of your mobile home. No overnight parking on streets. No washing of vehicles on street. Recreational vehicles, boats, and trailers may not be parked or stored on a Resident's space.
 12. Park services such as electricity, gas, sewer and water are run to the space and the Park or utility will service. From the utility service outlet to and throughout the home is Tenant's responsibility. Licensed craftsmen must make all utility connections from the home to Park outlets.
 13. Vehicle speed limits are posted for safe traffic movement, and must be observed.
 14. Loud parties, excessive volume of radios, televisions or musical instruments is not be allowed.
 15. Signs, other than the Tenant's name and space number, are prohibited from placement on individual home or lots. Should the Tenant wish to place a small "for sale" or "open house" sign in the window of the home, this is permissible. The sign can be no larger than 12 inches by 18 inches. The sign may identify the name, address and phone number of the owner or agent.
 16. This Park or its address must not be used for the purpose of advertisements or sale of merchandise. No commercial enterprise may be conducted in the Community. Neither the address of Desert Palms nor any of the spaces herein shall be used to advertise any business enterprise. Carport sales conducted by Tenants are permitted only to dispose of personal property of residents on a non-commercial basis, and only with prior approval of the Management.
 17. When selling your home, please notify Management. New residents must be approved by management prior to completion of a sale. In addition, written permission from Management may be required to sell your home "onsite".
 18. The office will be open as posted. Residents should make every effort to complete park business during posted hours. Incoming telephone messages for residents will be accepted only in case of emergency.
 19. 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 Owners of these premises in violation of any law.
 20. Special rules pertaining to the pool, clubhouse, laundry room, and the equipment and facilities therein are posted at those locations. Those special rules constitute a part of these Rules and Regulations, and violation of them will be treated as a violation of these Rules and Regulations.
 21. No exterior radio or television antennas or dishes, or similar items may be erected on the home or the space except in compliance with this rule.

- (a) Antennas one meter or less in diameter or diagonal measurements which are designed for over-the-air receptions of signals from satellite, wireless cable or television broadcasting facilities, together with their associated mounting hardware and mast, if applicable, may be installed subject to the following restrictions:

Every effort must be made to mount the antenna or dish to the rear of the home. Under no circumstances may a mast be higher than the height necessary to establish line of sight contact with the transmitter, and in any event, it may be no higher than the minimum height required by applicable law or regulation. Locations on the space must be pre-approved by Management.

21. Management has the right to prevent access to the park and to remove anyone, other than approved residents, deemed objectionable. Objectionable persons include but are not limited to persons previously denied residency at the park for reasons of prior evictions unrelated to a non-payment of rent or criminal history; persons not qualified for residency of the park for reasons other than inability to pay rent; persons previously evicted from the park for reasons other than non-payment of rent; persons engaged or previously engaged in criminal activity in the park, known gang members or known gang associates; and persons who have previously materially violated park rules or have been disruptive in the park.. Tenants permitting guests who are objectionable to be on the premises are subject to a notice of termination of tenancy for material noncompliance with the rules.

22. Subletting of your home or the space is not permitted. All homes in Desert Palms must be owner occupied.

23. **All tenants are required to carry a policy of insurance on their home. Proof of insurance must be given to Park Management upon request and must meet minimum standards that may from time to time be required by the Park's insurance underwriter.**

24. The Federal Fair Housing Act requires that we enforce effective age verification procedures. Each Resident is required to provide proof of age, in the form of a driver's license or other government issued ID. A copy is to be on file with the Park.

25. In case of **emergency only**, when this Park is unattended by the Manager or Assistant Manager, please call:

Dennis Walker - 714-692-7472 or 714-743-0442

For any additional information not covered herein, please inquire at the office or managers unit.

Pursuant to A.R.S. 33-1452 ©, these Rules and Regulations shall become effective 90 days from receipt and notification of change, or for new residents, at the start of residency at Desert Palms.

RECEIVED:

Tenant

Date

Tenant

Date