

RULES AND REGULATIONS

Updated: September 2017

All reasonable means will be taken to make your stay here a safe and pleasant one. The following rules and regulations have been made by the park to insure fairness to all residents. They are designed to protect the rights and property of all parties.

- 1) All tenants **must** register at the office upon arrival. Should the office be closed when the tenant arrives, please call and leave a voicemail to check-in. All rents are payable in advance, on or before the 1st day each month and are delinquent after the 6th day of each month. Late charges for delinquent rents are provided for in your rental agreement. All rents are payable at the management office. Use of the after-hours drop box is at the tenant's risk.
- 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. Guest 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 guests 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 months.
- 5) Tenant shall provide 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 number(s) to Tenant's mobile home.
- 6) Del Valle does allow subletting of homes. All sub letters must fill out an application for residency and meet all Park requirements. Tenants will remain liable for any park rules and regulations violations committed by sub letters
- 7) **PETS:** Del Valle is a no dog park; however, assistive animals/emotional support animals are welcome on-site. Anyone with an assistive animal/emotional support animal must comply with all applicable state, city and county requirements with respect to licensing, vaccinations and leash laws. Assistive animals/emotional support animals must be registered with the office and the appropriate paperwork must be submitted.
- 8) Tenants are not permitted to alter, tamper with or repair any Park gas, water, sewer, television or telephone facilities, service connections or equipment. Please contact management if you have a problem.
- 9) Loud parties, excessive volume of radios, televisions or musical instruments will not be allowed. Please note the Park quiet hours of: 10pm-7am in the summer, and 10pm-8am in the winter.
- 10) This Park or its address must not be used for the purpose of advertisements or sale of merchandise. No private business may be conducted in the Park. Solicitation in the Park is prohibited. If you are solicited in the Park, please notify the office at once. 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 manager.

- 11) 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.
- 12) 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 non-compliance with Park rules.
- 13) **There are no lot lines separating spaces;** the configuration of each space is designated by management. Each space will remain under the direct control of the management. Standard lawn furniture, bicycles, barbecue and storage sheds are the only items permitted to be stored outside the mobile home. Tenants shall maintain their space in a clean and orderly fashion and care for all plantings, trees and shrubs (excluding palm and ficus trees). Plantings may not be removed without management's approval. Additional planting must be approved in advance to prevent disturbing underground utility lines. **Management has the right at any time to enter the space (but not the tenant's home) to verify compliance with these Rules.**
- 14) It is the tenant's responsibility to make arrangements for upkeep and maintenance of their mobile home and space before leaving on extended periods and ~~to ensure the space is in good condition~~. Should a space be in need of care, tenant will receive a notice to this effect and be given ten (10) days to remedy the situation. If not complied with, the work may be done, in which case tenant will be charged, or the rental agreement may be terminated.
- 15) All improvements or alterations to the space and home require prior written approval of the Park. Any digging in the Park must have prior approval of management. All awnings, skirting, storage sheds, enclosures, etc. must comply with all state, county and city laws and zoning regulations.
 - a. The utility pedestals and all service connections must be accessible at all times. If one of the Park's shut-off valves is located on the Tenant's space, it must be kept visible and accessible at all times.
- 16) Each Tenant shall maintain his space, home and all improvements (including the maintenance and trimming of all shrubbery, lawns, and landscaping) to reflect a clean, attractive and well-kept appearance at all times. If the space is not maintained properly, management will issue appropriate notice and if not corrected Management may correct the condition and **charge accordingly or terminate the tenancy.**
 - a. All trash, paper, glass, and cans are to be deposited in the trash. To prevent clogged sewer lines, DO NOT flush paper towels, sanitary napkins, disposable diapers, Kleenex, cigarette butts, cooking grease, or any other un-dissolvable materials or foreign objects down toilets, sinks, or garbage disposals. The costs of clearance of stoppages or repairs of

- sewer lines caused by Tenant's negligence or improper usage or intentional misuse, are the responsibility of the Tenant.
- b. Tenant is responsible for disposing from his space all rubbish, garbage and other waste in a clean and safe manner. Trash and recycling bins are emptied multiple times a week and are located at the front of the park.
 - c. All personal property of Tenant must be stored in an appropriate storage shed or in the home except for standard patio furniture, barbecue equipment and operable bicycles (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 porches without Management approval. In this paragraph, personal property includes, but is not limited to, overstuffed or indoor type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, refuse, litter, firewood or such items which are unsightly.
- 17) **VEHICLES:** Vehicles must be operated in a safe, courteous and cautious manner at all times. Pedestrians, electric carts and bicycles shall be granted the right of way. Tenant, Tenant's occupants and invitees must obey all posted traffic control signs, such as Stop signs and Speed Limit signs. All persons operating vehicles in the park must have valid driver licenses. Vehicle speed limits are posted and must be observed.
- a. Management reserves the right to prohibit the use of any noisy vehicles within the Park. Operating a vehicle in the Park under the influence of drugs or alcohol will be deemed a material and irreparable breach of the Tenant's rental agreement and will constitute cause for immediate eviction.
 - b. Vehicle parking is not permitted on Tenant's lawn or in their yards. Except for temporary loading or unloading, there is **NO PARKING ALLOWED IN THE STREET** of the Park. The streets are considered fire lanes and must be kept clear for emergency equipment. On-street parking also impairs mail delivery, street cleaning and maintenance.
- 18) Guests and visitors are not permitted to bring pets into the Park.
- 19) Guests using the Park facilities must be accompanied by a responsible Tenant.
- 20) Guests are limited to a maximum stay of thirty (30) days in any twelve (12) month period. After that, they become residents and are subject to Park approval after submission of an application for residence or they must vacate.
- 21) **SALE OF HOME:** One "For Sale" sign, not exceeding 12 inches by 18 inches, may be displayed only on the home or in the home's front window. This rule does not apply to signage used by mobile home dealers selling on-site units.
- a. Current Tenants should notify the Manager at least two (2) weeks in advance of the closing date so the buyer of the home may be considered for approval by the Park.
 - b. Tenants cannot guarantee prospective buyers will be approved for residency. If the buyer does not qualify and the sale of the home is finalized, the home must be moved from the Park at the time of sale.
- 22) **REMOVAL OF HOMES:** Tenants or their successors in interest may remove their homes from the park as provided in ARS §33-1485.01. Tenant must provide the Park with a Notice of Removal of Mobile Home from Park not less than thirty (30) days prior to move-out (this time is necessary for management to make arrangements to enable the move-out). A form of notice is available from the management office.

- a. When the home is removed, all necessary structures such as sheds, awnings, carports, fences, Arizona rooms and the like must also be removed unless the Park agrees in writing.
 - b. The space must be left clean, free of trash, building materials and construction debris.
 - c. All holes and depressions must be filled in. The space must be graded and level, and approximately the same level as adjoining lots.
- 23) The office will be open as posted on the door. Incoming telephone messages for residents will be accepted only in the case of an emergency.
- 24) 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.
- 25) No Smoking. Smoking is prohibited in all buildings, common areas, Community facilities and the outdoor areas immediately adjacent thereto. For purposes of this Rule, the term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. "Product" means any organic product including marijuana (including "medical marijuana"). "Smoking" also includes the use of "E-cigarettes" and similar devices that mimic normal smoking by the use of battery powered heating elements that create flavored vapor.
- 26) No RV or vehicle parked or stored on a resident's space may be used for habitation by residents or guests.
- 27) These rules and regulations may be amended from time to time at the discretion of management in accordance with applicable law.
- 28) In case of emergency when the park 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: 928-783-8550
- 29) **CONDUCT:** Tenants are responsible for their own conduct and for that of their guests, visitors and invitees. Tenants and their guests, visitors, and invitees must conduct themselves in a reasonable and respectful manner at all times in the Park. Offensive or inappropriate conduct towards other residents, guests, invitees, or towards Park management, employees, staff or Park vendors will not be tolerated and is grounds for termination of tenancy. Yelling at, cursing at, harassing, threatening, or behaving inappropriately towards Park management or staff will not be tolerated. Tenants, guests, visitors and invitees **may not** disturb Park management or staff at their private residences except in cases of true emergency, such as a broken water pipe. Any damage of or vandalism to the Park 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.
- a. Management and staff are entitled to their privacy, and therefore, Homeowners may not contact Management and/or staff at their homes or outside of regular business hours for matters which may otherwise be handled during normal business hours.