

VAL VISTA RV RESORT
An Age 55+ Resort
16680 West Val Vista Blvd
Casa Grande, AZ 85122

RULES AND REGULATIONS

The following Rules and Regulations have been adopted by Val Vista RV Resort (the "Park") to ensure fairness to all residents and to protect the rights and property of all parties. All tenants, their occupants, guests, visitors, and invitees must comply with these Rules and Regulations. Rules applicable to tenants are applicable to anyone in the park at Tenant's behest.

SECTION 1: GENERAL

1. RESIDENTS AND GUESTS: Residents' right to use their rented space and park facilities is dependent upon compliance with these Rules and Regulations and all other provisions of the Park's residency documents. Management will attempt to obtain the compliance of all residents promptly, equally, and impartially. Enforcement of these Rules and Regulations is a private matter between Landlord and each individual resident. Residents are not third-party beneficiaries of any agreement between Landlord and any other resident in the park. Residents must acquaint all guests with these Rules and Regulations. Residents are personally responsible for the actions and conduct of their guests. Residents shall accompany their guests at all times when such guests are in the park. Any guests staying in the park for more than one day must register with the Park Manager's Office.

2. TERMS: The terms "Tenant" and "Resident" are used interchangeably throughout this agreement. All rules herein are applicable to tenants, residents, occupants, and their guests, invitees, and visitors.

3. REGISTRATION: All potential residents and/or occupants of any space must submit a Park-provided application for residency to the park for approval, and must meet the Park's adopted income, credit, and criminal background criteria to qualify for residency, and must pay any required application fees, which are non-refundable. All residents must sign a rental agreement before residing in the Park and must provide the Park with an emergency contact number. All approved occupants of a space must either be added to the rental agreement as an occupant or must sign an occupant addendum with the Tenant and the Park.

4. OCCUPANCY: Age 55+ Resort. At least one permanent Tenant at the Lot must be at least 55 years of age. Additional Residents must be at least 45 years of age. Occupancy in the Park is limited. No more than two (2) persons

per home, may regularly occupy the home. Only registered, approved tenants and registered, approved occupants may occupy a home in the park.

5. MANAGEMENT & MISCELLANEOUS:

a. Management cannot accept messages or deliveries for Tenants.

b. Request/Complaints: To effectively serve our Resort as a whole (and except in the event of an emergency) issues of concern, suggestions or complaints must: 1. Be in writing, 2. Clearly identify the name of the Tenant/complainant. 3. Provide an address and phone number where the Tenant/Complainant can be contacted, 4. Be signed by the complainant. This process allows the Management to investigate and follow up where necessary.

6. RENTS: Space rent is due and payable on the first (1st) day of each month. Rent must be paid in the form of a check, money order or credit cards. Cash cannot be accepted for payment of rent. If rent is not received within six (6) days after it is due, a late fee is charged, along with five dollars (\$5.00) per day thereafter until rent is paid in full.

7. SOLICITORS: Solicitation is prohibited. No door-to-door solicitations of any kind are permitted. A solicitation by one tenant without a prior invitation by another tenant is prohibited by this rule. If you are solicited in the park, notify the office at once.

8. NO BUSINESSES, ADVERTISING, OR SIGNS: 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. Tenants may use Tenants' rented space for residential purposes only, and not for business or commercial purposes. Tenants may advertise their homes for sale on a central posting board maintained by Management and may post one "FOR SALE" or "OPEN HOUSE" sign on the home. Such signs may be no larger than twelve (12) inches wide and eighteen (18) inches long and must be attached to the home or placed in a window. Such signs must clearly state the name, address, and telephone number of the owner or agent for the home. This rule does not apply to signage used by Management to market Park home sales. Aside from the "FOR SALE" or "OPEN HOUSE" signs described herein, no other signs or advertisements are permitted.

9. YARD SALES: Yard sales may be conducted only with the prior written approval of Park management. They will occur only on selected dates that are publicized for all residents to participate at the same time. If the Park permits yard sale events, all items that are displayed for sale during the one-day event, and which do not sell, must be removed from the area of the sale and must be returned promptly to residents' homes and/or approved storage sheds. Such items

may not remain outdoors and visible overnight. No regular flea markets or yard sales will be allowed.

10. UTILITIES: No resident shall tamper with any utility connections, meter boxes or pedestals, or sewer caps. Tenants must call Park management in case of trouble. Utility pedestals and all service connections must be always accessible. If one of the Park's shut-off valves is located on a tenant's space, it must be always kept visible and accessible. Tenants will be responsible for any economic costs resulting from the tampering with or intentional damage to Park-owned utility meters or utility equipment. Tampering with any utility equipment or lines in the park is grounds for eviction. If work must be performed on any utility connection for which Tenant is responsible, a licensed contractor must be used, and written permission must be obtained from Park management before work commences. Digging and excavations shall not be performed without first obtaining Management approval and contacting the Arizona Blue stake Center (call 811, 602-262-1100 or 800-782-5348) at least 10 business days prior to starting any excavation.

11. USE RESTRICTIONS AND REGULATED CONDUCT

The following are prohibited unless: 1). lawful and 2). Pre-approved, in writing, by the Management:

- A. Electric clothes dryers (only propane dryers are allowed)
- B. Use of the person's name for any advertising purpose.
- C. Public use of controlled substances (excludes medical marijuana)
- D. Violation of any law or ordinance.
- E. Outdoor or carport storage or use of furniture other than commercially manufactured outdoor furniture.
- F. Outdoor clothes lines.
- G. Open fires and wood burning fire pits (commercially manufactured gas barbeques and fire pits are permitted).
- H. Wood and storage piles.
- I. Fireworks.
- J. Unmanned or remote-controlled aircraft of any type.
- K. Solicitors, vendors, peddlers, etc.
- L. Engaging in business activities (including childcare), trades or other non-residential uses.
- M. Trespassing on other Lots.

- N. Entering Resort Facilities outside of hours of operation.
- O. Yard or carport sales, except for Resort-wide sales (solely for disposal of Tenant's personal property and not for resale or commercial purposes) approved by Management.
- P. Conduct that attracts an excessive quantity of Invitees (as determined by Management).
- Q. Outdoor or noisy machinery or equipment.
- R. Street activities, including skate boarding, roller blading, scooters, etc.
- S. Recreational equipment on Lots (trampolines, swing sets, inflatables, swimming/wading/pools, similar items);
- T. Language or conduct which threatens, harasses, intimidates, annoys, or interferes with the peaceful enjoyment of the Resort by others, including, but not limited to loud or disturbing music or sounds, large parties, gatherings, profane or obscene language, nuisances, public intoxication, excessive vehicles, and all other forms of disruption.
- U. Using one's home for large group events on a scheduled basis that interferes with the peaceful enjoyment of their neighbors.
- V. Public urinating, defecating, unsanitary or offensive clothing or hygiene, or other unsanitary acts.
- V. Any act which may subject the Landlord to liability risks or increase Landlord's rate of insurance, or which may cause the risk of cancellation of any contract or policy of insurance.
- W. Interfering with the Landlord's contractual or business relationships, or Landlord's ability to effectively manage the Resort.
- X. Reporting or filing of a frivolous or unjustified complaint.
- Y. Damage or destruction of property.
- Z. Unreasonable quantities of police or law enforcement responses to a RV, Lot, Tenant, Resident, or Invitee (subject to certain exceptions under the law).
- AA. Actions which may be dangerous or may create a health or safety risk.
- BB. Climbing on or over any fencing, buildings, or Improvements.
- CC. Exterior speakers, horns, whistles, bells, or other sound devices.
- DD. The discharge, public display, use or threatened use of a firearm or other weapon (see weapons policy below).

11. WASTING RESOURCES: Tenants may not allow evaporative coolers or other appliances to overflow. Tenants may not use flood irrigation, overwater, or flood their yards or plants.

12. TERMINATION OF RENTAL AGREEMENT: Tenants must inform Landlord in writing at least thirty (30) days before expiration of the rental agreement if the rental agreement will not be renewed by the Tenant, and that the Premises will be vacated. When a home is removed from the park, Tenant must provide the Park with a Notice of Removal of 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.

13. SUBLETTING OR ASSIGNMENT: Subletting is allowed. No Subletting over 150days in a 12month period is allowed. Any sub lessee must have park approval and complete the community application and background check. Rental agreements in the park may not be assigned or transferred without prior written consent of Park management.

14. TITLE: Tenant shall provide Management, prior to entering into the Rental Agreement, with a current copy of the title or other sufficient evidence of ownership of Tenant's mobile home or RV, which indicates legal owner, and lienholder(s), and serial or identification number of Tenant's mobile home or RV. Tenant must also provide a copy of the title to Landlord within ten (10) days of any changes to any information listed on the title, and upon Landlord's request.

15. SPECIAL RULES: Special rules pertaining to Park common area facilities (for example, the laundry room, pool, and clubhouse) 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.

16. ACCESS TO PARK: 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.

17. Gate access: remotes, or codes will not be given to Nonresidents of the park for any reason. Tenants Giving nonresidents such access are subject to a notice of termination of tenancy for material non-compliance with Park rules.

SECTION 2: GUESTS

18. MAXIMUM STAY: Guests of Tenants may stay a maximum of fourteen (14) consecutive days in any month, and not more than thirty (30) days in any twelve-month period. After that, a guest becomes a prospective resident/unauthorized occupant and is subject to Park approval after submission of an application for residence or must vacate.

19. RESPONSIBILITY AND GUEST LIMITS: Guests and visitors are the sole responsibility of the Tenant inviting the guest, and each guest shall be subject to the same Rules and Regulations as Tenant. Guests using the Park's facilities must be always accompanied by a Tenant. Tenants are allowed no more than two (2) guests at any given time while using the Park's facilities unless Tenant has received prior written approval from Park management. Park residents have priority to use and frequent the Park's amenities. This rule is adopted for the purpose of preventing the recreational facilities from becoming overcrowded with guests. *Guests and visitors are not permitted to bring pets into the park.*

20. GUEST VEHICLES: Guests may park in the Tenant's driveway if space permits, and otherwise must park in designated guest parking. Parking is prohibited in the streets, landscaping, and on vacant lots. Vehicles parked in these areas, or in any areas designated with "No Parking" signs will be towed at the owner's expense. It is the Tenant's responsibility to advise guests of all parking rules.

SECTION 3: CONDUCT OF RESIDENTS AND GUESTS

21. CONDUCT: 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 park. Offensive or inappropriate conduct towards other tenants, occupants, guests, visitors, invitees, or towards Park management, employees, or staff will not be tolerated and is grounds for termination of tenancy. Tenants, tenants' occupants, guests, visitors, and invitees may not yell, curse at, or behave inappropriately towards Park management or staff. Any damage of or vandalism to 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. Tenants and their occupants, guests, visitors, or invitees must not interfere with the management or operation of the park.

22. Actions by any person of any nature, which may be dangerous, or which may create a health or safety problem or disturb others are not permitted. This includes but is not limited to any unusual, disturbing, or excessive noise, intoxication, quarreling, threatening, fighting, illegal conduct, profanity, and rude, boisterous, objectionable, or abusive language or conduct. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the park that is generally open to residents. Behavior and/or conduct within all common areas of the park must be non-offensive to other residents of the Park (and to management), who share the same common area.

23. FIREARMS AND OTHER WEAPONS: Firearms or other weapons may not be worn in the park or openly displayed except by sworn law enforcement personnel at any time, except as provided herein. These restrictions do not apply to sworn law enforcement personnel. Tenants, Tenants' visitors, and Tenants' guests and occupants:

- a. May carry a firearm in personal vehicles and may store a firearm in a locked vehicle while in the park, as long as any such firearm is not visible from outside the vehicle.
- b. May have a firearm within the home.
- c. May carry a firearm between vehicles and the 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 park.
- e. May not bring firearms or other weapons into the leasing office at *any* time.
- f. May not brandish or display a firearm or any other weapon in any common or public area of the park.
- g. May not threaten other residents, occupants, visitors, or staff with a firearm or any other weapon, whether the firearm or other weapon is displayed or not.
- h. May not discharge a firearm anywhere in the park for any reason at all.
- i. May not leave a firearm or other weapon in an unlocked vehicle at the park.
- j. May not leave a firearm or other weapon in a locked vehicle if the firearm is visible from outside the vehicle.

Violations of any of these firearms and weapons restrictions by any tenant, occupant, visitor, or guest shall constitute a material and irreparable breach of the lease and shall be cause for immediate termination of tenancy.

24. NOISE: Radios, televisions, record players, musical instruments, and other noise-making devices must be used in a manner that does not disturb others. Loud, obscene, or offensive music will not be tolerated in public

areas of the park, or on the Tenant's space if it is disturbing to neighbors or others. "Ham" or "CB" radios or other radio transmitters may only be operated in the park if they do not cause interference with another Resident's quiet enjoyment of the premises. Loud parties, fighting, and other noisy disturbances are prohibited. Excessively noisy vehicles are prohibited. Park Management reserves the right to prohibit the use of any noisy vehicle within the park.

25. QUIET TIME: Tenants shall keep noise to a minimum between the hours of 10:00 PM and 7:00 AM. Excessive noise is always prohibited.

26. TRESPASSING: Persons shall not cross or trespass on any Tenant's space, on vacant spaces, or on any area that is not open for general use by residents and their guests. This prohibition includes pedestrians, bikes, and any type of motorized vehicle. All Park property that is not for the use of residents and guests, including but not limited to gas, electric, water, and sewer connector equipment, utility services and tools and equipment belonging to Landlord shall be avoided and not used, tampered, or interfered with in any way.

SECTION 4: PARK STANDARDS

27. LOT LINES/LOT CONTROL: 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. Trees and other plantings may not be removed without management's prior written approval. Additional planting must be approved by Management in writing, in advance, to prevent disturbing underground utility lines. Management has the right at any time to enter the space (but not Tenant's home) to verify compliance with these Rules.

28. Unsightly and/or offensive decorations or displays are prohibited. Management will make determination if needed.

29. Homes must be washed and cleaned on a periodic basis.

30. Only manufactured homes or RVs in good repair and condition, pre-approved by management, and consistent with other homes in the park, are permitted in the Park.

31. The installation of all required appliances, accessory equipment, and structures of incoming or re-sold mobile homes or park models shall be completed within sixty (60) days of sale. Prior to commencing installation of, or a change in, accessory equipment, structures, or appliances that are to be connected to the gas, sewer, electric, or water supply, Tenant shall secure all necessary permits and plan approvals from the proper government agencies. Any accessory equipment or structure or appliances installed or changed which do not conform to

the Park's residency documents must be removed, and the home brought into compliance with these Rules, within sixty (60) days of sale.

32. The Park's general standards for accessory equipment, structures, and appliances for incoming and re-sold mobile homes are:

- a. Awnings, steps, and skirting must be added. A porch is recommended, but not required if there is a concrete slab for a patio.
- b. Awning may be longer to cover exits of the mobile home and may even be full length if desired. Patio platforms must be a minimum of eight (8) feet long, where possible. All awnings must extend to the front edge of the mobile home and be of unitized styling.
- c. Only standard skirting and awning materials are permitted. Skirting must match the siding of home, the exterior steps, and porches. Both patio side and carport must be of a pre-approved material matching the exterior of the mobile home.
- d. Landscaping must be completed within 60 days of occupancy. Only desert landscaping is allowed (such as rocks, cactus, palm trees, etc.). Plans for any other type of landscaping must be submitted in writing to management and approved by management in writing prior to planting.
- e. Steps and porches must have approved handrails. Steps and porch surfaces must be covered with secured non-slip carpet or otherwise pre-approved material and edged with aluminum angle iron.
- f. At most, Residents may install one (1) storage shed, placed in a spot pre-approved, in writing, by the park manager. Storage sheds must be of an approved manufactured type, anodized material, and painted to harmonize with the exterior of the mobile home. Plans for any storage shed must be submitted in writing, to Park management before installation.
- g. All mobile homes moving into the park must have detachable hitches.
- h. Manager must approve the location of all air conditioning units.

33. For park model spaces, the Park-required initial specifications for improvements, accessories, and equipment consist of full manufactured skirting, patio unitized awnings, unitized driveway awning, the hitch removed from the unit, manufactured steps with handrails, and lot landscaping. These initial requirements must be installed within sixty (60) days after entry into the park.

34. Building permits, licenses, and other similar permission from relevant government or quasi-governmental bodies or agencies are required and must be

obtained before construction or installation of accessory equipment, structures, and/or appliances, and must be obtained before any such work is performed. Resident is required, upon request from Management, to provide copies of such documentation to Landlord. All such appliances, equipment, and/or structures must comply with all federal, state, and local laws and ordinances. Only licensed contractors may perform work in the park or install items that are required to be connected to the Park's electrical, gas, or water supplies. Anyone performing spray painting in the park must be a licensed contractor.

35. Only manufactured accessory equipment, structures, and appliances are permitted, and no "homemade" equipment, structures, or appliances may be installed without the park manager's prior written approval and authorization, which may be denied in Management's sole discretion.

36. Tenant must maintain in good condition and repair the home and all accessory equipment, structures, and appliances that are presently installed or that are ever installed on the space. This obligation includes the replacement of any such items that are missing or are damaged to the point that they cannot be reasonably repaired. This obligation also includes the repainting of the mobile home or RV, accessory equipment, structures, and appliances when they are reasonably in need of repainting. Paint colors must be pre-approved, in writing, by Park Management before any painting commences. Paint colors must be consistent with other homes in the park. In addition, all such items shall be required to comply with all applicable laws and regulations.

37. Persons who were residents prior to the standards for incoming mobile homes or park models being instituted will not be required to adhere to them unless the resident voluntarily undertakes to make the change or addition to the resident's space, park model, mobile home, accessory equipment, structures, or appliances, or the home is re-sold and remains in the Park, in which case the new owner will be required to bring the home up to current Park standards. Residents will be required to adhere to the new standards when making any change or addition.

38. Any home already in the park that is not compatible with these Rules and Regulations or such other requirements which the Park may adopt, based on condition, size, age, compatibility with other homes in the Park, or other restrictions may be ordered removed from the Park upon change of ownership of the home.

39. Residents shall maintain their spaces and home and all landscaping, structures, improvements, and other items attached to or placed thereon in good condition and repair and in a neat, clean, attractive, and well-kept fashion. All concrete, asphalt, and other surfaces shall be kept clean and maintained free of oil and other sticky or oily substances and maintained in good repair and condition.

- a. **Residents are responsible for maintaining and trimming any trees and other landscaping and plantings on the resident's space.** Residents may not remove or disfigure/substantially alter any tree without prior written permission from Park management. Removal of a tree without prior written permission is cause for immediate termination of tenancy as it constitutes destruction of valuable landlord property.
- b. Residents must keep their space free from weeds, debris, and dried vegetation.
- c. Pre-approved fences, pre-approved gates, pre-approved sheds, standard patio furniture, porches, steps, and all other allowable yard fixtures, equipment, and improvements must be kept in a "new looking" condition; that is, all damaged or worn parts are to be replaced expediently, and external surfaces must be painted or otherwise refinished to a "new looking" appearance.
- d. IN THE EVENT THAT RESIDENT FAILS TO CORRECT ANY VIOLATION AFFECTING HEALTH AND SAFETY, INCLUDING BUT NOT LIMITED TO WEEDS AND/OR DEBRIS ON THE SPACE, WITHIN TEN (10) DAYS AFTER NOTICE FROM MANAGEMENT, THE PARK HAS THE RIGHT TO HAVE ANY VIOLATIONS REPAIRED OR REMEDIED AND TO BILL RESIDENT FOR THE ACTUAL OR REASONABLE COST OF SUCH SERVICE AS RENT. The Park reserves the right, however, to terminate the tenancy for material non-compliance with Tenant's lease or these Rules.
- e. Wheels, hitches, and other items permitted by law and approved by Landlord in writing are the only objects that may be stored under the home. No other items may be placed under the home.
- f. Standard outdoor patio furniture that complies with these Rules, one to two operable bicycles, and one barbeque, all of which must be maintained in an attractive, clean, and neat condition, are the only items permitted outside of the home or outside of the storage shed. No other items may be stored outside the home. The accumulation of junk outside of the home is prohibited. Nothing is to be hung outside of the home or shed to dry or air, or for any other purpose. Outside storage of items (other than those specifically listed above) is prohibited. Prohibited items include but are not limited to overstuffed furniture, appliances, ironing boards, above-ground pools, trampolines, mops, tools, gardening equipment, debris, refuse, litter, firewood, construction debris, or any other item that is unsightly in appearance.
- g. Garbage and refuse must be wrapped and placed in plastic trash bags and kept inside the home or storage shed until disposed of properly. Large waste objects (furniture, appliances, tree limbs, etc.) are to be taken to the

public dump by Residents. Large waste items may *not* be disposed of in the park. The Park may not be used for disposal of commercial or business trash.

- h. Utility pedestals (water and other utility hookups) must be always accessible. If one of the Park's waters shut-off valves is located on Tenant's space, it must be accessible at all times.
- i. Existing drainage patterns and grading of the spaces may not be changed without prior written consent and approval from Park management.
- j. Residents shall bear the cost of repairs to any utilities or Park property damaged by residents, their guests, visitors, or invitees. For safety reasons, and to avoid damage to underground utilities, residents must have management's prior written consent before digging or driving rods or stakes into the ground.
- k. Residents must keep rocks and gravel of all kinds contained in their rented space in a neat manner by use of approved edging and containing devices. Debris of any type may not be deposited by any means in the streets, and residents are expected to clean any such deposited debris from the streets and sidewalks.
- l. Storage sheds may be placed only near the side and rear of the home. Sheds must be in good repair. The shed must meet any county or other governmental requirements for clearance from bedroom windows and must comply with any other applicable laws.
- m. A minimum three-foot clearance must be always maintained around the electrical meter box, which must be free of weeds and debris.
- n. Any improvements or alterations must comply with local zoning and building regulations. Check with management and all relevant governmental agencies, including but not limited to for permits required before performing any improvement or alteration.
- o. Air conditioners or evaporative coolers may only be placed near the rear of the home. They must be kept in good condition. Evaporative coolers shall not be permitted to overflow.
- p. Fences are prohibited unless pre-approved, in writing, by Park management. Check with Park management regarding any limitations that may apply to your space. A written plan must be provided to Park management before any proposed fence may be approved. Any fence must be kept neat, clean, and in good repair.

- q. No broken windows, torn screens, or damaged doors are allowed. You must repair and maintain the appearance of your home in good condition. Broken windows may not be replaced with wood boards or cardboard.
- r. No material of a combustible, volatile, poisonous, gaseous, noxious, or corrosive nature shall be stored on the space.
- s. Aluminum foil, cardboard, plywood, or similar material is not permitted in the windows or doors of the home.
- t. RV 's must be no older than 15 years. Rv's that have faded paint, broken awnings, windows, flat tires or look in general disrepair must be brought up to standards or removed.
- u. Storage: Val Vista RV Park has a very small area for small open trailers. There is no room for storage of other types of trailers. Make sure you have a plan to store your trailer BEFORE your arrival. Please do not arrive with I have a friend, I can't access my storage, or can I temporarily store it on a lot, etc. No exceptions.

v. SECTION 5: PETS AND OTHER ANIMALS

40. No pets may be kept in the park without prior written permission of Park management. All pets must be registered at the park office. There is a limit of two (2) pets per home site. A pet is herein defined as a domestic dog or cat. Except for small birds or fish, all other animals are prohibited.

41. PET FEES: Pet fees are set forth in your Rental Agreement or Pet Agreement.

42. The maximum weight for pets is 40 pounds per pet at maturity.

43. Dangerous breeds of animals will not be allowed. In the case of dogs, dangerous breeds include but are not limited to Chows, Dobermans, Rottweilers, Wolf-Hybrids, and Pit Bulls. This applies to both full and partial breed dogs. Park Management's decision as to whether any pet is a dangerous breed is final and conclusive.

44. Pets are not permitted to roam the Park. When Tenant walks any pet, the pet must be kept on a short leash. Cat owners must keep their cat(s) inside their own home or on a leash. Loose cats/dogs are prohibited.

45. Pets may not be left unattended with or without a leash outside the home.

46. Pet droppings on or off Tenant's lot must be cleaned up immediately by Tenant. Pet droppings by Tenant's pet must be picked up by Tenant from anywhere in the park where droppings occur.

47. Pets are not allowed in common areas, including but not limited to the laundry room, swimming pool areas, clubhouse and/or recreation center.

48. Guests and visitors are not permitted to bring pets into the park.

49. Barking, growling, snarling, crying, howling, and other such noises that disturb other tenants are prohibited.

50. Pets shall not be allowed to enter another tenant's home site, flowerbeds, shrubs, or yard.

51. Each Tenant is responsible for complying with all applicable state, city, and county requirements with regard to licensing, vaccinations, and leash laws. Tenant must provide proof of compliance upon request from the park.

52. Tenants may not walk their pets on vacant or occupied spaces.

53. Exceptions will be made to these pet restrictions when reasonably necessary to accommodate the needs of disabled residents. Assistive animals are not subject to pet fees. Assistive animals must still comply with pet rules related to behavior and cleanup unless a disability-related need, supported by any required reliable documentation, is presented for the specific exception or accommodation requested.

54. Feeding of feral animals, including but not limited to cats, is prohibited.

55. Breeding of animals is prohibited.

56. All pets must be spayed or neutered by six (6) months of age to be Park approved. Non-conforming animals in the park with Management approval on the effective date of this rule will be allowed to remain, but new animals born or brought into the Park thereafter must comply or be removed. Tenant must provide proof of spaying or neutering to Management upon request.

57. Violation of any of these rules regarding pets and animals is grounds for revocation of permission to keep a pet.

SECTION 6: VEHICLES

58. The speed limit throughout the park is 10 miles per hour unless otherwise posted. Violation of this rule is cause for eviction. You must drive safely at all times in the park. Pedestrians and bicycles have the right of way. Tenant, Tenant's occupants, guests, invitees, and visitors must obey all posted traffic control signs.

59. Parking for 1-2 conventional vehicles is provided at each rental space. Parking is not permitted on Tenants' lawns or in their yards.

60. Parking on the street is prohibited for safety reasons. On-street parking impairs the ability of emergency equipment to navigate the Park streets. It also impairs mail delivery, street cleaning, and maintenance. You may only park on the street for a maximum of 10 minutes while actively loading or unloading a vehicle. Violators will be towed at the owner's expense.

61. The storage of boats, trailers, recreational vehicles, and the like on the space is prohibited unless approved by Management. **Small** Motorcycle trailers will be allowed to park between residence if they are not encroaching on neighbor's property line, and it is not sitting out further than your residence. The trailer needs to be set back far enough that it is not blocking neighbor's view. If Management receives several complaints on said trailer, they will need to be removed. Open trailers are not allowed on your lot.

62. Recreational vehicles may only be temporarily parked on the space for active loading and unloading before and after a trip, for a maximum of one (1) day.

63. Parking on the landscaping, street, or on vacant lots is prohibited. Vehicles parked in these areas will be towed at the owner's expense, without notice. Tenants must inform their visitors, guests, and invitees of these parking rules.

64. Only minor vehicle repairs are allowed. Major repairs are prohibited. No vehicles may be left on jacks or blocks. Oil must be disposed of properly. Do not store oil, lubricants, etc., around or under your home. Outside storage of tires, batteries, car parts, oil pans, etc. is prohibited. Park dumpsters do not constitute proper disposal of oil or any flammable material. No engine or transmission overhauling or removal, no body repair or work, or any other automotive work is permitted in the park. Repairing or performing maintenance to a vehicle, trailer or watercraft (including, but not limited to oil, fluid and tire changes) is prohibited unless Landlord has designated an area for such activities.

65. Only licensed drivers may operate any motorized vehicle in the park.
66. Management must approve all Motorcycles.
67. Only licensed Motorcycles are permitted, provided they do not, in the sole opinion of the Management, emit excessive noise.
68. Motorcycles shall not be driven in the Resort except from Tenants' RV to the Resort's exit using the most direct route between the entrance and Tenant's Lot.
69. "Joy riding" is prohibited.
70. Frequent washing of vehicles in the park is prohibited. Vehicles may be washed up to one (1) time per month. RV's may be washed up to two times per calendar year.
71. If the Park contains any storage area, Tenant must make prior arrangements with the park to store any items therein, must sign a separate written agreement for such storage, and must pay the monthly fee imposed by the Park for such storage. If a cover is desired, fitted commercial car covers should be pre-approved by Management. No tarps will be permitted.
72. All vehicles in the park must display a valid, current license/registration, or will be towed at the owner's expense. Inoperable vehicles or vehicles without a current registration are prohibited. Any vehicle not moved for 72 consecutive hours shall be deemed inoperable. Vehicles that do not display current vehicle registration decals are deemed inoperable.
73. 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 is deemed a material and irreparable breach of the Tenant's rental agreement and will constitute cause for immediate eviction.
74. Driveways are intended for parking of operable (working) vehicles. They shall not be used for miscellaneous storage. Inoperable vehicles must be removed from the occupied space. Any vehicle that does not move for 72 hours, or that does not display a current vehicle registration decal, shall be deemed inoperable. Registered tenants must park on their own driveway unless there is written agreement on file in the office. No storage of vehicles belonging to non-residents allowed.

SECTION 7: INSURANCE

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

SECTION 8: LAUNDRY

76. Self-service, coin-operated washers, and dryers may be provided for the convenience of the residents. Hours are posted at the facility. Tenants and their guests are prohibited from being in the laundromat outside of permitted hours. You must clean the machines both inside and out after each use. Refuse must be placed in the refuse container. Report any malfunctions to management.

77. Pets are not allowed in the laundromat.

78. Tricycles, bicycles, rollerblades, skateboards, etc. are not allowed in the laundromat.

79. Clotheslines and hanging of clothes, including but not limited to bathing suits and towels, outside of homes are prohibited.

SECTION 9: REFUSE

80. All garbage, paper, glass, cans, debris, trash, diapers, and wrapped sanitary napkins must be put in sealed plastic trash bags and placed in refuse containers. You must close container lids after placing trash inside. Do not enter containers to remove any refuse. "Dumpster diving" is prohibited. Recycling of #1 bottles and aluminum cans.

81. No tires/wheels, mattresses, box springs, or household hazardous waste are allowed in the dumpster.

82. To prevent clogged sewer lines, do not flush sanitary napkins, disposable diapers, Kleenex, paper towels, tampons, cigarette butts, cooking grease, or any other non-dissolvable materials or foreign objects down toilets or sinks. Garbage Disposals are not permitted. 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.

83. Open trash bags are not permitted as they are a health hazard.

84. Tenants storing aluminum cans must place them in a proper container inside the shed. Refuse of any kind may not be stored outside the home.

85. The Park's community refuse containers are not for business garbage and may not be used for large trash (large tree branches or trimmings, furniture, building material etc.). Such items must be taken by resident to the local dump at resident's expense.

SECTION 10: RECREATIONAL FACILITIES

86. Recreation areas are for the use of registered residents, and for the limited use of their guests. Guests (accompanied by the Tenant) are welcome if they do not interfere with residents. We encourage you to use and enjoy these facilities. Anyone using any Park recreation facility must comply with these Rules and with any rules posted at the relevant facility.

87. Violation of Park rules regarding conduct and/or use of recreational facilities is cause for loss of common area facility privileges. Residents will be charged for any damage caused to any facility.

88. **General Pool/Jacuzzi Rules:** If a pool/jacuzzi is provided, Pool/Jacuzzi hours are 8:00 AM to 10:00 PM.

- a. Any person who is not a proficient swimmer must be accompanied by a responsible proficient swimmer.
- b. Anyone using the pool or Jacuzzi must shower beforehand.
- c. Remove bobby pins and any hair ornaments before using the pool or Jacuzzi.
- d. Appropriate swimming attire (i.e., a bathing suit or swim trunks) is required. No cutoffs, t-shirts, or shoes allowed in the pool or Jacuzzi. If incontinent, a "swim-diaper" must be worn.
- e. Glass containers are prohibited in the pool or pool area.
- f. Garbage must be placed in trash cans.
- g. You must clean up after your use of the area.
- h. No running, loud noise, or roughhousing is allowed.

- i. Diving is prohibited.
- j. Pets are not allowed in the pool area.
- k. Tricycles, bicycles, skateboards, rollerblades, etc. are prohibited in the pool or pool area.
- l. No obscene language or gestures or unseemly conduct.
- m. You must be respectful of others' enjoyment of the pool area.
- n. Do not add Bubble bath, salt or soaps to the Jacuzzi or pool.
- o. **THERE IS NO LIFEGUARD ON DUTY. SWIM AT YOUR OWN RISK.**
- p. You must observe all rules posted in the pool and Jacuzzi area.

Smoking is prohibited in all Resort Facilities and the outdoor areas immediately adjacent thereto. Tenant is responsible for all damages caused by themselves, their Residents/Occupants and Invitees resulting from pushing open or otherwise damaging the entry gate. A \$200 administrative fee shall also apply to any such incident.

89. CLUBHOUSE: With appropriate notice and prior Management approval, the clubhouse, Oasis, Redtop, if any, may be reserved for banquets, parties, receptions, etc. You must make arrangements with management if you wish to reserve the room for a specific date. A \$100.00 deposit is required. The facility is for the use of registered Tenants only and is not a place of public accommodation. If the clubhouse is not left in a clean condition, with refuse removed and all appliances clean, the required deposit will be kept for the costs of cleaning in addition to any other damages the Park may incur.

90. Resident is responsible for all guests, visitors, occupants, and invitees using any Park facilities. Guests and visitors may only use the amenities and Park facilities when accompanied by a resident.

SECTION 11: SALE AND/OR REMOVAL OF HOMES

91. RESALE OF HOMES: Anyone purchasing a home in the park who intends to reside in the Park must first contact Park management, submit an application for tenancy, and be approved to reside in the Park. Once approved, a purchaser must

sign a lease before moving in. Please refer any potential buyer for your home to the park Office before exchanging money or signing any sale papers.

- a. One "For Sale" or "Open House" 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 landlord to market landlord home sales.
- b. Current tenants must notify Management at least two (2) weeks in advance of any closing date so the buyer of the home may be considered for Park approval.
- c. Tenants cannot guarantee that prospective buyers will be approved for residency. If the buyer does not qualify and the sale of the home is finalized, the home must either be stored in the park pursuant to a non-residential storage agreement or must be removed from the Park at the time of sale.
- d. Residents must meet with Park management to determine what upgrades, if any, must be done to bring the home to Park standards. All work must be done prior to sale, or the buyer will be required to bring the home into compliance as a condition of approval for residency. Any unauthorized items in the home, electric dryers, dishwashers, garbage disposals etc. Must be removed from the home prior to sale.
- e. Management may require a home being sold to be removed from the park if: (1) the home cannot reasonably meet standard specifications determined by the Park for that home site; or (2) if the home is in run-down condition or in disrepair in the judgment of Management.
- f. As an additional condition to Park approval, Landlord may require that any outstanding balance owed to the park be paid.

92. REMOVAL OF HOMES: Tenants or their successors in interest may remove their homes from the park as provided in A.R.S. §§ 33-1485.01 or 33-2105 as applicable. Tenant must provide the Park with a Notice of Removal of Home from Park and Request for Clearance for Removal 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. Landlord has the right of 1st right of refusal, see lease agreement.

- a. Tenant must pay all rent and other charges through the date of removal before any Clearance for Removal will be issued.
- b. Tenant must designate a person or entity that will be responsible for the move-out. If this responsible party is not licensed as a contractor by the

Registrar of Contractors or Arizona Department of Housing, a move-out deposit or surety bond of \$2,500.00 less any security deposit of Tenant's then held by the park, must be posted.

- c. When a mobile home or park model home is removed, all necessary and accessory structures such as sheds, awnings, carports, fences, Arizona rooms and the like must also be removed unless the Park agrees otherwise in writing.
- d. When a mobile home or park model is removed, all concrete (including but not limited to patios, carports, and driveways) and all landscaping must be removed unless the Park agrees otherwise in writing.
- e. When a mobile home or park model is removed, all holes and depressions must be filled in. The space must be graded and level, and approximately the same level as adjoining lots. If fill dirt is necessary, Tenant is responsible for supplying clean fill dirt. The space must be left in clean, level condition, to appear as if no home had ever been placed on it, and so that it is ready for the complete installation of another home.

SECTION 12: LEGAL MATTERS AND EMERGENCIES

93. Landlord may revise, add, changes, or delete portions of these Rules and Regulations in accordance with applicable law. The purpose of these Rules is to promote the convenience, safety, and/or welfare of tenants on the premises and preserve Landlord's property from abusive use, to preserve and upgrade the quality of the park, and to make a fair distribution of services and facilities.

94. Section and paragraph headers in this agreement are for ease of reading only and shall not be considered in interpreting any rule.

95. MISCELLANEOUS: Management will make every reasonable effort to provide a clean and safe environment, but the Park disclaims 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 are permitted, which would place the management or owner of the park in violation of any law. A reasonable quantity of tasteful holiday decorations, at Management's sole discretion, is permitted on each Lot, RV or in windows, with a maximum display period of 30 days per 12 month period. The same types of decorations can only be displayed once per 12-month period.

96. EMERGENCIES: In an emergency, please call 911. *Emergency Management Contact Number: Selene Aguirre 520-788-0204*.

Tenant(s) hereby acknowledge receipt of these Rules and Regulations and agree to abide by them and to familiarize their occupants, guests, visitors, and invitees with them. Tenants recognize that they are responsible for the conduct of their occupants, guests, visitors, and invitees at all times in the park.

TENANT(S):

X _____

X _____

Tenant(s) printed name _____ Tenant(s) printed name _____

Dated: _____ Dated: _____