

RULES AND REGULATIONS

MOUNTAIN CACTUS RANCH **Yuma, Arizona**

AN AGE 55+ COMMUNITY
FOR
MANUFACTURED HOMES, PARK MODELS & RV'S

UPDATED: 2024



RULES AND REGULATIONS

These Rules and Regulations (the "**Rules**") have been developed with great care and adopted to promote the general welfare, safety, convenience and enjoyment of our Residents, to preserve and upgrade the quality of our community and to make a fair distribution of services and facilities. It is important that our Residents respect each other, refrain from acts that might trouble others, and work together to continue to make our community a pleasant place to reside. These Rules are hereby incorporated by this reference as part of your Rental Agreement and tenancy.

DEFINITIONS / INCORPORATION. Unless otherwise specified, the following definitions are applicable:

- "**Resident**" refers to persons who have signed a Rental Agreement as a tenant.
- "**Community**" refers to our rental community, Mountain Cactus Ranch.
- "**Lot**" refers to each rental lot within our Community.
- The Rental Agreement, Statement of Policy (applicable only to mobile/manufactured homes), signs posted within the Community and these Rules are collectively referred to as the "**Community Documents**", and are incorporated by this reference as part of these Rules. A violation of any of the Community Documents, the Arizona Mobile Home Park's Residential Landlord and Tenant Act (the "**Mobile Home Act**") (applicable to mobile/manufactured home tenancies) or the Arizona Recreational Vehicle Long-Term Rental Space Act (the "**RV Act**") (applicable to certain long term RV/Park Model tenancies), shall be treated as a violation of the Rules, the Rental Agreement, and tenancy.
- As used in these Rules, and except as expressly noted otherwise, recreational vehicles, travel trailers, park model homes (collectively, **RV's**), and manufactured homes, shall all collectively be referred to as a "**home**" or "**homes**".

1. MANAGEMENT.

A. Potential Residents. All potential Residents must apply for residency and meet Management's current standards existing at the time of application. Proposed caregivers are required to submit documentation to the Community in order for a criminal background check to be completed and, further, must meet established criminal background screening criteria.

B. Information. Rental and Community information is available at the Management office.

C. Management Office. Monday through Friday, 10:00 a.m. - 4:00 p.m. or as otherwise posted. Management hours may be shortened during the *off* season. The Office is closed Saturday, Sunday and Holidays. Residents may call the office during working hours should they wish to set up a private appointment with Management.

D. Office Telephone:

E. Emergency Telephone. after-hour emergencies only.

F. Absences: During extended absences, Residents must make arrangements for the care of their home and Lot, including plant watering, weed removal, pest and termite control (if applicable), and shall provide Management with their contact information and the name and phone number of the maintenance service or caretaker for their Lot. Outdoor flowers must be removed and disposed of prior to extended absences.

G. Messages & Deliveries: Management cannot take phone messages or accept deliveries for Residents.

H. Mail. Names and lot numbers must be clearly noted in incoming mail. The Community cannot accept mail for non-

Residents.

I. Written Approval. References in these Rules and the Community Documents which refer to a Resident's need to obtain consent, approval, permission or authorization shall mean written consent or approval from Management or the Community Owner, as may be applicable, prior to Resident taking action.

J. Emergency Service Phone Number. If an emergency develops, or if you suspect an emergency situation, immediately call the appropriate emergency number first, then contact Management, if necessary. For Police, fire, or medical emergencies: Dial 911.

Registration. Arrivals and Departures. Seasonal Residents must register at the Management Office upon arrival and departure for the season. Residents must notify Management of any extended departures. A Management employee must be present when homes or RV's are installed or removed.

- **1.** The term of a Rental Agreement for mobile home space renters shall be for one year, commencing on the date of original Rental Agreement, unless sooner terminated as provided in the Rental Agreement or pursuant to the Community Rules, as applicable, and renewable at the option of Tenant unless good cause exists for nonrenewal. Tenant shall have a five (5) day grace period after the due date for the payment of the site lease rent. Tenant shall have the right to cure defaults for nonpayment of the site lease rent.
- **2.** Landlord shall provide Tenant a minimum of thirty (30) days written notice prior to any increase in the site lease rent.

K. Resident Disputes. The law provides Management with the ability to address only a limited scope of matters. In the event of a conflict or dispute among Residents, it shall be the responsibility of the subject Residents to resolve such disputes unless Management is expressly required by law to intervene.

L. Requests/Complaints. In order to effectively serve our Residents, and except in the event of an emergency, issues of concern, problems, suggestions or complaints to the Management or the Community Owner must be in writing, must provide an address and phone number where you can be contacted, and must be signed by the Resident submitting the issue. This process allows us to better understand matters brought to our attention, to follow up with you when necessary, and to determine the validity of the matter. Anonymous complaints, or those made by or on behalf of third parties may not be considered. The Community depends on its Residents to be responsible and to assist in resolving problem issues. If there is a complaint about another Resident, or guests, visitors or invitees, and if court or other legal action is required, the complaining party must agree to participate in prosecuting the complaint and to cooperate and give testimony, if requested by Management. The filing of a frivolous or unjustified complaint, harassment, refusal to participate in the prosecution of a complaint or to testify may be considered a material violation of the terms of tenancy.

If a complaint of discrimination, harassment or intimidation is received, Management shall promptly investigate the matter. Depending on the type and nature of the discrimination, a violation notice may be issued, a tenancy may be terminated, or legal action may be taken. Management staff is charged with the day-to-day management of the Community and addressing problems and complaints. However, if a Resident has a legitimate basis for believing that Management is not taking appropriate action regarding a legitimate complaint, if Management is the source of the problem, if a staff person has engaged in wrongful conduct, or if you believe that Management is treating you unfairly after reporting a matter, you may forward your complaint directly to the Community Owner.

2. RESIDENTS' RESPONSIBILITY TO EDUCATE OTHERS.

It is the responsibility of Residents to acquaint their occupants, guests, visitors, vendors, agents, contractors and other invitees, with the applicable Rules and Community Document provisions. Residents shall be responsible for the conduct and acts of their occupants, guests, visitors, children, vendors, agents, contractors and invitees. Should a guest, visitor, occupant, vendor, agent, contractor or other invitee fail or refuse to comply with the Rules, or fail to leave the Community at the request of Management, it shall be deemed a material non-compliance and a violation notice may be served. Management shall also have the right to have the offending person removed from the Community as a trespasser.

3. USE RESTRICTIONS.

A. Sewer/Septic System-Prohibited Uses. The Community operates on a septic system, with limited capacity and tolerances. The following items are prohibited from the septic system: bleach, powder or excessive laundry detergent, chemicals, grease, rags, ashes, clothes, diapers, sanitary items, and other items which can clog, damage or interfere with the operation of the system. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of Resident of the Lot. Leaking fixtures and appliances must be promptly repaired. Violations shall be considered a material breach.

B. Residential Use Only. Each lot shall be used and devoted exclusively to single family residential use. Unless Management otherwise consents, in writing, no occupation, profession, business (including child care, pet grooming, etc.), trade or other non-residential use shall be conducted on any lot other than those acts which are merely administrative, or computer or telephone based. No activity shall be permitted which creates a nuisance or attracts business, clients, customers, or vehicles to the Community. Additionally, Residents shall not allow or engage in any conduct which attracts excessive vehicles, guests or visitors to the Community, particularly during the designated quiet hours. Residents shall not engage in, or permit any activity or use which may increase the liability risks for the Community, the risk or rate of insurance obtained by the Community or cause the cancellation of or, the risk of, cancellation of any insurance policy obtained by the Community.

C. Water Conservation. Due to periodic water shortages in the region, water conservation is a necessity.
All

leaking fixtures must be promptly repaired. Wasteful water usage is a material violation.

D. Community Name. The Community name and address shall not be used for purposes of conducting business, commercial purposes, or for advertising the sale of automobiles, recreational vehicles, homes or any other type of property without Management's written approval.

E. Driveways and Patios. Driveways, patios and lots shall not be used for miscellaneous storage. Only patio furniture (i.e., furniture commercially manufactured for outdoor use), a single commercially manufactured gas barbecue grill, and bicycles (limit 2), may be temporarily stored behind a home. Bicycles and other items which are permitted to be stored on a lot must be kept in a good and clean condition and visibly pleasant in appearance, and must be screened from view from the roadways. Washers, dryers, refrigerators, freezers, household furniture and other such items are not permitted outside of homes.

F. Temporary Carports Temporary carports (cloth, canvas, plastic fabric, etc.) are permitted for up to 180 days only on Lots occupied by travel trailers and motor homes, and are not permitted on Manufactured Home or Park Model lots. Where allowed, such carports must be well maintained in a safe and visually appealing.

G. Trespassing. Trespassing in common areas after designated hours of operation is prohibited. Trespassing on or through other lots is prohibited.

H. Soliciting. Solicitors, vendors, peddlers, etc., are not permitted in the Community without Management's approval. Please advise Management if any such persons are observed in the Community.

I. Street Activities. Recreational activities are not allowed on the roads in the Community.

J. No Outdoor Fires or Smoking. A single gas barbecue grill is permitted at each lot. Charcoal barbecues may be used (with extreme caution) on a limited basis, but may be limited or prohibited by the Management depending on fire conditions. **Outdoor fires are prohibited.**

K. Electrical Cords. Electrical extension cords and/or utilities shall not be run to other homes or vehicles.

L. Tools, Sports Equipment, Bikes and Recreational Equipment. Tools, sports equipment, recreational equipment and the like, shall be stored indoors or in an approved shed.

M. No Hanging Items. Other than decorative items, which must be approved by Management, laundry and other items shall not be hung outdoors at any lot for drying or other purposes.

N. No Sleeping Except In Homes. Sleeping in tents, trucks, toppers or other campers or vehicles are not permitted unless approved by Owner.

O. Prohibited Persons. If Management has prohibited a person from entering the Community or has terminated a tenancy or proceeded with an eviction action, or if a person has abandoned a home within the Community, the persons subject to the prohibition, abandonment, termination or eviction action are not permitted in the Community and it shall be a material violation if a Resident or anyone at the Resident's lot knowingly invites, authorizes or permits such persons to enter or be present in the Community without Management's consent.

4. GUESTS/VISITORS/INVITEES.

A "Guest" is any non-Resident who stays overnight at the Community and a "Visitor" is any non-Resident who does not stay overnight at the Community, other than those persons stated in the Rental Agreement who are authorized to reside in the Community.

A. Guest Registration. Residents must register with Management any Guest or Visitor who will be using Community facilities, as well as any Guest who will be present for more than three (3) day in any calendar month. Guests shall not be present in the Community without their host Resident also being present.

B. Limit. Overnight Guests are limited to two persons per lot.

C. Guest Vehicles. Pre-approval must be obtained from the Management for the parking of any guest vehicles.

D. Supervision/Use of Facilities. Unless otherwise stated, Guests and Visitors under age 14 shall not use Community facilities unless a host Resident is also present.

5. QUIET HOURS/DISTURBANCES/INTERFERENCES/NUISANCES.

A. Quiet Hours. Except for work or activities authorized by Management, or unless otherwise authorized by Management, quiet hours are from 10:00 p.m. until 8:00 a.m., during which time Residents must ensure that potentially disruptive sounds, including, but not limited to pets/animals, voices, television, radios, musical instruments, noisy vehicles, power tools, etc., shall not travel beyond the Resident's individual lot.

B. Disturbances. Loud music, parties, gatherings, profane or obscene language, harassment, arguing, public intoxication, excessive vehicles, excessive guest/visitors, disturbing noises, and all other forms of disruptive conduct are prohibited. No nuisance creating exterior speakers, horns, whistles, bells, or other sound devices are allowed, except security devices, approved by Management and installed by a licensed contractor in compliance with applicable ordinances, regulations and these Rules and used exclusively for security purposes.

C. Nuisances/Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot. No odors shall be permitted to arise from any lot, so as to render any such lot or any portion thereof unsanitary, unsightly, offensive or detrimental to Management or any other lot in the vicinity thereof or to its occupants. Porches and decks shall not be used for storage. Lots shall not be used for miscellaneous storage.

D. Interference/Harassment. The following types of conduct are examples of conduct which are prohibited:

a. Language or conduct which threatens, harasses, intimidates, annoys or interferes with the peaceful enjoyment of the Community by others.

b. Disturbances of the peace and quiet, the filing or reporting of unjustified, annoying or frivolous complaints.

c. The destruction of or injury to property in the Community.

d. Unreasonable quantities of police or law enforcement visits to a home, lot or Resident for non-domestic violence matters.

e. Interfering with the Community Owner's contractual relationships, business relationships or Management's ability to effectively manage the Community.

f. Actions which may be dangerous or may create a health or safety risk.

g. Nuisances, waste or any unlawful conduct.

h. Public intoxication and/or unlawful drug use.

i. Wearing, using or displaying weapons of any nature in the Community.

j. Climbing on or over any fencing, buildings or improvements.

k. Radios, televisions, musical instruments and other devices which disturb other Residents. Music and other sounds shall be kept at a low volume level so as not to disturb other Residents.

l. Trespassing across other lots.

E. Fireworks/Firearms/Weapons. Fireworks are prohibited. Firearms and weapons of any type are not permitted outside a Resident's home and shall not be publicly used, worn or displayed in the Community or visible through windows. The discharge or display of any firearm or weapon (including, but not limited to, B.B. guns, knives, bows and arrows, etc.) within the Community, displaying such items, or pointing such weapons towards others shall be treated as a material and irreparable breach. A single violation of this prohibition shall be cause for IMMEDIATE termination of tenancy.

F. Drug or Criminal Activities. Residents shall not engage in, facilitate, or allow any criminal activity in the Community, including illegal drug-related activity. Drug-related activity includes, but is not limited to, the illegal manufacture, sale, distribution, use, storage, or possession of a controlled substance.

G. Alcoholic Beverages. Alcoholic beverages are permitted in the Community, if used responsibly. Management reserves the right to prohibit or restrict alcoholic beverages outside of homes and in the common areas.

6. VEHICLES AND PARKING.

A. Speed limit/Noisy Vehicles. THE SPEED LIMIT IN THE COMMUNITY IS /QMPH. Cruising, reckless or unsafe driving is prohibited. Noisy vehicles are prohibited in the Community. Residents are responsible for vehicle compliance by their guests, visitors and invitees.

B. **No Driving In Medians.** Driving vehicles in the median between or behind RV lots is prohibited.

C. **Vehicle Operations.**

- a. Vehicles must be operated in a safe, courteous and cautious manner at all times. Pedestrians, golf carts and bicycles shall be granted the right-of-way.
- b. Motorized vehicle shall not be operated within the Community by an unlicensed person. All vehicles operated in the Community must be properly licensed.
- c. Management reserves the right to restrict or exclude any vehicles that are problematic, causing a nuisance, or are not in compliance with these Rules. Management also reserves the right to impose other limitations on such vehicles if deemed to be in the best interest of the Community or its Residents.

D. **Maximum Quantity of Vehicles.** Each Lot is permitted to have a maximum of two (2) vehicles parked at the Lot, unless otherwise approved by Management, in writing. Additional parking may be available...please check with the Management. All vehicles must be parked in a safe and reasonable manner and no portion of any vehicle shall extend into the road or beyond the permitted boundaries of the driveway area, as designated by Management. Vehicles shall not be parked in a manner which interferes with the flow of roadway traffic. RV's parked in the Manufactured Home Lots (1-109) shall not be occupied.

E. **Prohibited Vehicles.** Commercial vehicles, (service vans, tow trucks, flat beds, ice cream trucks, buses, etc.), semi or trailer-pulling trucks, boats, jet skis, campers, ATVs, motor homes & travel trailers (unless on approved RV lots), trailers, ATCs, dirt bikes, go-carts, motorized scooters, and all similar types of vehicles and watercraft are not permitted to park in the Community unless approved in writing by Management.

F. **Motorcycles**

- a. The term Motorcycle shall refer to all types of motor cycles, motor scooters, and other vehicles having two or three wheels which are not otherwise classified as a car or truck.
- b. Only Motorcycles legally titled to a Resident are permitted in the Community, provided they do not, in the sole opinion of Management, emit excessive noise and provided they are used solely for transportation and which are licensed to be operated on the highways.
- c. Motorcycles entering or leaving the Community must be driven by the most direct route between the Community's entrance and the Resident's lot. Motorcycles are not to be driven in the Community except from Residents' home to Community entrance.
- d. All such motorcycles shall be equipped with mufflers or other necessary noise suppressing devices.
- i. No mechanical work shall be performed on motorcycles within the Community.

G. **Parking.**

- a. Vehicles parked in violation of these Rules may be towed at the Resident's and/or vehicle owner's expense, and without prior notice.
- b. **ON STREET PARKING IS PROHIBITED.**
 - i. Exception: Motor homes, travel trailers and other mobile recreational vehicles may be temporarily parked in front of a home, in a safe manner, for the purpose of loading and unloading only, for a period not longer than twenty four (24) hours, and shall not obstruct traffic. A person with keys to the vehicle must be present at all times in the event the vehicle must be immediately moved.
- c. Vehicles shall only be parked in designated areas and shall not be parked on or driven across landscaped or undesignated surfaces.
- d. Vehicles shall not be parked on any vacant lots and shall not obstruct the driveways of other lots.
- e. Parking must not obstruct access for emergency vehicles, garbage trucks, home movers, or other service vehicles.
- f. Only licensed and drivable (running) vehicles are allowed in the Community.
- g. Unless Management consents in writing, vehicles which have not been operated in fourteen (14) days or that are missing any body panels are prohibited within the Community.
- h. Residents shall not park vehicles at the lots of other Residents without Management's written approval and approval of the other Resident.

H. **Storage/Abandonment.** Vehicles without current license plates or tags, inoperable, stripped, missing any body panels, unclaimed, scrapped, junked, discarded, in a dangerous condition, or otherwise deemed problematic by Management,

shall not be parked or stored in the Community.

I. **No Vehicle Repairs/Washing.** Repairing or performing vehicle washing or maintenance in the Community (including, but not limited to oil and fluid changes) is PROHIBITED unless approved by the Management (and only under extenuating circumstances).

J. **Vehicles Leaking Fluids.** Vehicles leaking oil or fluids are prohibited in the Community and must be repaired off premises. Vehicles with minor drips must have a drip pan or absorbent pad designed for such purposes placed below the vehicle at all times to ensure that such drips do not reach the parking surface and Resident must regularly clean the drip pan and replace the drip pad. Any pavement stains must be promptly removed by Resident. Residents shall be responsible for any environmental problems caused by their vehicle leaking fluids.

7. **IMPROVEMENTS/ MAINTENANCE.**

A. **Improvements.** "Improvement" shall mean any and all recreational vehicles, travel trailers, park models, sheds, buildings, additions, driveways, parking areas, fences, walls, rocks, plants, landscaping, play equipment, exterior lighting and all other structures and improvements of every type and kind, including any exterior changes to any home, lot or paint color.

Improvements, alterations, repairs, excavations, remodeling, or other work which in any way alters the exterior appearance of any home or lot (as well as interior improvements which may be visible from the exterior of a home) or the Improvements located thereon (including changes of color), shall not be performed without the prior written approval of Management. Violations shall be deemed a material breach. The concept and design of all proposed Improvements to be performed at any home or lot must be approved in writing by Owner prior to the commencement of any Improvement. This provision does not apply to certain mini-broadcast dishes and video antennas, addressed separately in these Rules. Notwithstanding any approvals by the Owner, the Owner does not represent or warrant that any such improvements are in compliance with applicable laws or ordinances.

Note: Residents shall take no actions that would change the classification of their home and shall not, at any time or under any circumstance, assert that their home is anything other than the legal classifications at the time it was manufactured, notwithstanding any modifications or additions to a home. For example, a travel trailer cannot be modified to be a park model, a park model cannot be modified to be a manufactured home, etc.

B. **Color of Homes and Improvements.** The color of any home, shed or other Improvement, including the exterior color scheme and building materials, shall not be altered without the prior written approval of Management. If a new color is to be added or an existing color changed, Resident must provide Management with a color sample for approval. Management reserves the right to adopt a standardized color scheme for all homes and improvements, and all repainting shall be required to conform to the standardized color scheme.

C. **Revocation of Authorization.** In every instance, Management's approval of any Improvement or alteration is conditional and may subsequently be revoked should any Improvement be installed contrary to the approval or should the Improvement not be properly maintained at any time in the future.

D. **Lighting.** All new or replacement exterior lighting (except for an exact replacement of an existing light fixture or bulb) or modifications to existing lighting on the exterior of any home or at any lot must be approved by Management.

E. **Storage/Wood Piles.** Wood or storage piles are not permitted.

F. **Windows.** Broken windows and screens must be repaired immediately. Only commercially manufactured window coverings may be installed in any home. Sheets, blankets, towels, cardboard, flags, plastic, wood, and the like, as well as aluminum foil, tin foil, and other reflective materials are not permitted in the windows of any home. Professionally installed window tinting is permissible, with the prior written approval of Management, provided that it is not overly reflective and does not create a nuisance to any neighboring lot.

G. **Air Conditioners/Evaporative Coolers/Heaters.** All air conditioning units and exterior heaters must be approved by the Management prior to installation. Evaporative coolers are prohibited.

H. **Window & Wall Air Conditioners.** Window and wall mounted air conditioners are not permitted.

I. **Home and RV Size and Age Requirements.** Only a single home is permitted per lot. The size of the home permitted on a specific lot is dependent upon the size of the lot, shape, the required set-backs and Management's approval. This information will be communicated to prospective residents upon selection of a potential lot. Although new homes are preferred, both new and late model homes in good condition will be considered, subject to approval by Management. In certain circumstances, variations may be allowed by Owner in order to accommodate an irregular lot, to meet requirements imposed by law, to fit small or unusual lots or to permit the Community to eliminate or reduce vacancies.

J. **Fences.** Except for fences installed by Management, fences on individual lots are not permitted except

for short, Mexican brick fences not to exceed 4 feet in height and pre-approved by the Management, in writing. Small dog pens at the rear of a lot may be permitted if approved by Management.

K. Storage Sheds. Upon approval of Management and depending on the shape and size of a lot, up to two professionally constructed storage sheds, constructed with hardboard, Masonite, aluminum or vinyl siding, and a metal, shingle or tile roof, may be permitted on a lot. Sheds must be of commercial quality and design and shall not exceed 120 square feet in size. New or replacement sheds must be compatible to the existing home. The shed color must be white or the same color as the home. Sheds must be securely anchored, kept clean, visually appealing and in good repair. **Clothes washers and dryers are not permitted in sheds.**

L. Antennas. Except as stated in these Rules, exterior antennas are not permitted.

8. MAINTENANCE/ LANDSCAPING /APPEARANCE.

A. Legal Compliance. All homes, accessories and Improvements shall comply with applicable federal, state, and local statutes and ordinances as to their construction, installation, maintenance and materials. Before occupancy and before utilities are connected, the home installation must be approved by the applicable governmental inspector(s), if required.

B. Fire Extinguishers/Smoke Detectors. Unless a greater quantity is required by law, each home should have at least one properly charged fire extinguisher and one operating smoke detector.

C. Repair/ Maintenance/Pest Control. Resident shall maintain their home, Lot, skirting/enclosure, vehicles, landscaping, permitted decorations and all improvements in a clean, painted, finished, orderly, safe, weed free, pest free, appealing and sanitary condition as required by Management. Residents shall not cut or trim any trees or alter the landscaping plan without first obtaining written authorization from the Management. Should Resident cut, damage or trim any tree without the Management's consent, Resident shall pay to Owner an amount equal to the cost of replacing the tree. To minimize the presence of pests, Residents are responsible for taking prompt action to abate and control termites, insects, rodents, bees and other such pests at their Lot. In the event Resident fails to maintain their home, pest control, Lot, landscaping, skirting/enclosure, or improvements associated therewith which affects health or safety, and in addition to any other remedy of Owner, Owner may at its sole discretion, have the necessary work performed and Owner shall bill the Resident for all such charges, including reasonable administrative overhead of not less than \$50.00 per occurrence plus all related costs, all of which shall be charged as Additional Rent.

D. Water Conservation. Residents shall use their best efforts to conserve water. All leaking fixtures must be promptly repaired.

E. Landscaping and Maintenance/ No Tree Trimming.

- a.** Resident's lots shall only contain desert landscaping materials approved in advance by Management.
- b.** All lots must be kept clean, neat, and free of weeds, unsightly debris, trash, etc.
- c.** No rubbish, debris, rocks, or landscape materials shall be placed or allowed to accumulate on the roadway adjacent to any lot.
- d.** Residents shall keep the roadway area adjacent to their lot in a clean manner, free of trash and debris.
- e.** Residents are responsible for maintenance upon their lot. However, Residents shall not cut or trim any trees or alter the landscaping plan without first obtaining written authorization from the Management. **Should Resident cut, damage or trim any tree without the Management's consent, Resident shall pay to Owner an amount equal to the cost of replacing the tree.**
- f.** **During extended absences, Residents must make arrangements for the care of their home and lot, including plant watering, weed removal, pest and termite control (if**

applicable), and provide Management with their contact information and the name and phone number of the maintenance service or caretaker for their Lot.

- g. If a lot contains landscape rock, the rock areas shall be at least 2 inches deep and regularly raked and maintained.
- h. All landscaped areas must be leveled.
- i. A minimum three-foot clearance must be maintained around utility pedestals.
- j. Grass and gardens are not permitted. However, decorative pots containing flowers or other plants are permitted.
- k. Any changes to the landscaping must be approved, in writing, by Management.

F. Termite and Pest Control. To prevent or minimize problems with bugs, pests and termite infestations common to the southwest, each Resident is responsible for taking prompt action to abate and control the presence of all such pests at their lot. Should a Resident fail to abate and control the presence of bugs, pests and termites, Management may, at its sole option, undertake self-help remedies, and Resident shall be responsible for all such charges and an administrative overhead fee of not less than \$50.

G. Self-Help. In the event Resident fails to maintain their home, lot, landscaping, skirting, utility delivery equipment, or Improvements associated therewith so as to create a health or safety issue, Management may give Resident notice of a material breach and terminate Resident's tenancy if not timely cured. In addition to any other remedy, if Resident fails to timely cure such material breach (or fails to immediately cure a condition that constitutes an emergency), Management and its agents or independent contractors may, at Management's sole option (and without any obligation to do so), perform the necessary repairs, improvements or maintenance, and Management shall bill the Resident for all such charges, including reasonable administrative overhead of not less than \$50 plus all related costs.

H. Inspections. Management shall have the right to enter and inspect Resident's lot at reasonable times and upon appropriate notice.

9. SIGNS.

Residents shall not place or maintain on their lot or in the Community any signs, banners, or advertisements, etc. except such signs as may be required by legal proceedings, court order, as approved by Management or as expressly required under the law. Management reserves the right to remove or require removal of non-complying signs at Resident's expense. Exceptions:

a. **Bulletin Board(s).** One or more community bulletin boards are provided for purposes of listing homes for sale and communicating other information. Any such sign must be of high quality, maintained in good condition, and not create blight or a nuisance. Management reserves the right to control or restrict the posting of items.

b. **"For Sale" Sign.** Each home shall be permitted to place one (1) "For Sale" or "Open House" sign on the home or in a window, stating the name, address, and telephone number of the owner or agent of the home. Any such sign must be of professional quality, maintained in good condition, not create blight or nuisance, and must not exceed 12" wide and 18" long. No other banners or advertisements shall be permitted on a lot without Managements' written approval.

10. UTILITIES/CABLES.

A. No Digging. The Community contains extensive underground utility facilities. All work on utility lines or connections must be performed by the respective utility providers. **Management approval must be obtained prior to any digging in the Community.** Depending on the nature of the work, Resident may be required to have blue staking performed. Any digging is at Resident's risk, and the authorization to dig by Management is not a warranty as to any underground or otherwise concealed conditions or hazards.

B. Conduits/Cables. Except as specified for authorized antennas separately addressed herein, all lines, wires, or other devices for the communication or transmission of electric current, power, or any other signals or transmissions, including telephone, radio signals, and the like, shall NOT be erected, placed or maintained anywhere in or upon a lot unless provided by Management or approved in writing by Management, in which event such items shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on homes or other structures, and all such work must be performed by licensed contractors.

11. PETS/ANIMALS.

- A. **Clubhouse.** Pets are not allowed in or around the Clubhouse or pool area.
- B. **Stray Animals.** Management is not responsible for stray animals. Except for birds and squirrels, feeding wild or stray animals is PROHIBITED.
- C. **Quantity.** A maximum of two (2) generally recognized house pets are allowed per home (i.e., dogs, cats, birds). Approval of any pet is conditional and may be revoked if any of the pet Rules are violated.
- D. **Prohibited Dogs.** Dogs of any of the following breeds are prohibited: Pitbull, Chow, Doberman, German Sheppard and Rottweiler.
- E. **Registration/Identification.** Each pet must be approved by Management and registered at the Management Office. Written Management approval must be obtained in order to keep a pet in the Community. A recent photo of each pet as well as the size and age must be maintained on file with Management.
- F. **Licenses/Tags.** Dogs and cats must be licensed with the applicable governmental authority. Dogs and cats must wear identification tags at all times. Unattended pets or those without identification may be considered as a stray and turned over to animal enforcement authorities.
- G. **Shots/Neutering.** All pets must maintain current rabies and other inoculations. It is recommended that dogs and cats be neutered or spayed. Management may require proof of the foregoing at any time.
- H. **Bites.** A victim of an animal bite must immediately report the incident to Management. A pet that has a propensity to bite or which displays vicious propensities must immediately be removed from the Community.
- I. **Nuisances/Damages.** Vicious pets, protection animals or those displaying threatening behavior are not permitted. Pets must be sufficiently trained to eliminate risks to the public. Pets cannot be vicious, dangerous, have noisy tendencies or create a nuisance or annoyance that interferes with the peaceful use or enjoyment of the Community by others. Any violations or disturbances such as barking, snarling, growling, etc. may result in the revocation of permission to keep the pet, among other remedies available to the Community. Pets must be sufficiently conditioned to eliminate risks to the public. Pets which are used solely as guard or protection animals are not permitted without Management approval.
- J. **Control and Cleanup.**
- a. Pets shall not be tied or chained outdoors on any lot or common area.
 - b. Pets shall not be left unattended outdoors at Resident's Lot while Resident is away from or inside their home.
 - c. All pets (including cats) must be on a hand leash not longer than 8 feet in length when outdoors home and shall not be left unattended. Other than roadways, pets shall not enter common areas or facilities, or other lots (without the other Residents consent).
 - d. Residents are responsible for their pets at all times and must immediately clean up and dispose of all animal droppings.
 - e. Dogs are not permitted in retention areas or vacant lots.
 - f. Residents must immediately clean up pet droppings. Residents who fail to immediately clean up after their pets or who leave pets unattended, may lose the right to have pets at their lot.
 - g. Pets shall not be exercised or walked within the Community. However, pets may be walked on a leash and taken directly to the outside of the Community.
- K. **Visiting Pets.** Visiting pets are not permitted without Management approval.
- L. **No Burials.** Pets must not be buried within the Community. The remains of dead pets must be disposed of in conformity with applicable governmental regulations.
- M. **Damages.** Residents are responsible for damages, claims and injuries caused by their pets.

12. ASSISTIVE ANIMAL POLICY.

The Community seeks to accommodate persons with impairments and disabilities. This assistive animal policy applies to assistive animals that would otherwise not meet the Community's pet policies.

A. Registration/Identification. Residents must register their assistive animals with Management and provide to Management a written statement from a qualified healthcare provider indicating that the Resident has an impairment and the type of assistance that an assistive animal can provide to the Resident in relation to the impairment (in other words, the assistance provided by the animal must relate to the impairment). If the foregoing healthcare statement requires that the assistive animal have specialized training, Management may request confirmation of the assistive animal's training and/or certification, as well as details on the person or organization who trained and/or certified the animal. For identification purposes, Management may require a recent photograph of the animal, as well as information on the size and age of the animal.

B. Licenses/Tags. Dogs and cats must be licensed with the applicable governmental authorities. Dogs and cats must wear identification tags at all times.

C. Shots/Neutering. Assistive animals must maintain current rabies and other inoculations. It is recommended that dogs and cats be neutered or spayed. Management may require proof of the foregoing.

D. Nuisances. The designated animal must be sufficiently trained to eliminate risks to the public. Animals which are used solely as guard or protection animals are not be permitted. Assistive animals cannot be vicious, dangerous, or create a nuisance that interferes with the peaceful use or enjoyment of the premises by others.

E. Renewal. If a Resident's impairment appears to have ceased or if the animal no longer appears to be rendering the designated assistive, Management may request that Resident provide: (i). a renewed written statement from a qualified healthcare provider confirming that the Resident's impairment continues to exist; and/or (ii). confirmation of the type of assistance that can be provided by a trained animal; and/or (iii). confirmation of the animal's ability to render the designated services.

F. Bites. A victim of an animal bite must immediately report the incident to Management. An animal which has a propensity to bite or which displays vicious propensities must immediately be removed from the Community.

G. No Charge. There is no charge for assistive animals.

H. Special Accommodations. Management reserves the right to make further special accommodations based on the needs of its Residents with disabilities or impairments.

I. Control/Clean Up. Assistive animals shall not be tied or chained outdoors and shall not be left unattended outdoors. Dogs must be on a hand leash not longer than 8 feet in length (unless otherwise required) when outside of a home. Residents are responsible for their assistive animals and must promptly clean up and dispose of all animal droppings. Unless not reasonably feasible, assistive animals shall not be exercised or walked within the Community. However, they may be walked on a leash and taken directly to the outside of the Community.

13. GARBAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS.

A. Residents are responsible for disposing of their rubbish, garbage and all other waste in a clean and safe manner. Only standard household trash shall be placed in the dumpsters. Residents must independently arrange for the removal of large items, such as boxes, mattresses, furniture, appliances, etc.

B. All garbage and refuse must be placed in sealed plastic bags and deposited in the refuse containers. All boxes and cartons must be flattened. For health and safety reasons, you must close the lids on the refuse containers. **No refuse is to be placed outside of refuse containers.**

C. Flammable, combustible, noxious or other hazardous materials of any nature shall not be stored in or transported through the Community.

D. Oils, fluids, chemicals or any other toxic or environmentally hazardous items shall not be disposed of in the Community and must be disposed of in a proper manner and in accordance with applicable environmental laws. All such substances are prohibited in the Community's dumpsters and refuse containers.

E. For health and safety reasons, sorting through refuse containers is prohibited. The removal of any items from refuse containers or dumpsters is strictly prohibited.

F. Contractors and others performing work within the Community must remove all trash and debris, and shall not use the Community dumpsters.

G. Residents shall not engage in any waste disposal practices that would place the Community's Owner or Management in breach or violation of any applicable laws or contract with its waste removal provider.

14. RECREATIONAL AND COMMON AREAS IN GENERAL.

A. **Use/No Smoking.** Unless otherwise permitted in these Rules, smoking is prohibited in all common areas. The common areas are for the use and enjoyment of Residents and their registered Guests and Visitors, and provided they do not interfere with other Resident's use of the facilities. All Guests and Visitors using the common areas must be registered with the Community office. The common areas and facilities shall not be used for a Resident's financial gain. Residents are responsible for their Guests and Visitors. Management reserves the right to limit or restrict the use of any facilities or areas.

B. **Additional Rules.** Additional signs and rules are posted at the various facilities and common areas, which are hereby incorporated by reference into these Rules.

c. **Responsibility for Lost or Unreturned Keys and Access Devices.** Keys, transmitters, gate openers and/or access cards (collectively, "**access devices**") may be used now or in the future to help control access to Community facilities, prevent damage and abuse, and assist in providing a better living environment. If access devices are issued by Management, it is imperative that each Resident exercise the utmost in responsibility for such items. Should Resident lose any access devices, or fail to return any access devices to Management upon move out, termination of tenancy, or within ten (10) days of any request by Management, Resident may be held responsible for the cost of re-keying or re-coding the applicable locks, providing replacement keys or access devices for all existing keys or access cards (including those in the possession of other Residents) and reimbursing Management for administrative charges incurred in administering the re-keying, re-coding and reissuance of replacement keys or access devices to existing holders, at the rate of \$25 per hour.

15. CLUBHOUSE/CARD ROOM/RECREATION BUILDING

A. Pets are prohibited in and around the clubhouse.

B. Smoking is prohibited.

C. Appropriate attire is required, including, but not limited to shoes and shirts. Swimsuits are not permitted.

D. Hours as posted.

E. **Bathrooms/Showers.** Bathrooms and showers are provided for the convenience of our Residents. In order to provide a nice facility, Residents must clean up after themselves, including wiping down and drying the showers and floors after use.

F. Use of the clubhouse is at the discretion of Management. Private parties and gatherings may be permitted with Management's approval. The host resident must be present at all times. All facilities must be returned to a clean and organized condition. A deposit, rental and/or cleaning fee may be required.

16. BILLIARD FACILITIES.

A. Smoking is not permitted.

B. The billiard facilities shall be used only by Residents and their registered Guests and Visitors. Guests and Visitors under age 18 must be accompanied by their host Resident.

C. No food or beverages allowed.

D. The facilities and tables must be left in a good and clean condition, with all equipment returned to its proper location.

E. Brush table and rack balls after using.

- F. Sitting on tables is not permitted.
- G. Proper attire is required, including, but not limited to shoes and shirts. Swim wear and wet clothing are not permitted.
- H. Limit of three (3) games or 30 minutes of play, whichever is less, if others are waiting.
- I. Residents are responsible for damages.

17. SWIMMING POOL

- A. Pool hours are posted. The facilities may be closed additional hours for maintenance or repairs.
- B. The swimming pool is for use by Residents, authorized occupants, and their REGISTERED Guests and Visitors. All Guests and Visitors must be accompanied by their host Resident when using the pool facilities. Management reserves the right to limit the number of Guests or Visitors using the pool facilities.
- C. **IMPORTANT WARNING: No lifeguard is on duty. Exercise caution at all times. Persons swim alone. should not**
- D. Violating the rules may result in the suspension of privileges and/or issuance of a violation notice.
- E. Appropriate, commercially manufactured swimming attire is required. Shorts and cut off pants are not permitted. Thongs and overly revealing swim wear are not appropriate and are prohibited.
- F. By law, persons with sore or inflamed eyes, colds, nasal or ear discharges, boils or other acute skin or body infections or cuts are prohibited from the pool and spa.
- G. By law, incontinent persons and anyone who are not toilet-trained and are not allowed in the pool or spa unless wearing watertight rubber/plastic swim pants or a swim diaper. Diapers alone are NOT ALLOWED.
- H. Only water-proof suntan lotions or sun screens may be used in the swimming pool or spa areas.
- I. Everyone using the pool or spa should take a cleansing shower and use the toilet prior to entering.
- J. All posted signs and safety regulations must be observed.
- K. Shoes must be worn to the pool area.
- L. All trash must be removed.
- M. For safety reasons, swimming alone is not encouraged. Non-proficient swimmers must be accompanied by proficient swimmers at all times.
- N. Inner tubes, rafts, mattresses and other floating or recreational items must be removed from the pool area when not in use, if causing a nuisance, or if there is a large crowd using the pool area.
- O. Animals are not permitted in the pool.
- P. **THE FOLLOWING TYPES OF ITEMS AND CONDUCT ARE PROHIBITED IN THE POOL AREA:**
 - i. - Only aluminum and plastic containers are allowed around the pool and spa areas. **No Glass containers.**
 - ii. Running, diving, jumping, loud noises, radios, boisterous, disruptive or dangerous conduct.
 - iii. Pins, earrings, and other jewelry.

- iv. Non-waterproof suntan, sunscreen and other lotions. Such substances damage the filter system and can cause the pool to be closed for maintenance or repairs.
- v. Any action which is dangerous or prejudicial to the safety or health of any other person.
- vi. Smoking.
- vii. Pets and animals, except legitimate service animals.
- viii. Persons under the influence of alcohol, drugs or other intoxicants.
- ix. Radios, tape players or musical instruments (without written permission from management.)
- x. Language or conduct which is obnoxious, harassing, or otherwise problematic, in the discretion of the Management.
- xi. Food of any kind, drinks or alcohol in the pool or spa, or within 4 feet of the pool or spa (i.e., walkways).

18. SALE OR TRANSFER OF HOMES.

Management must be notified if any manufactured home or park model is being placed for sale, trade or transfer.

A. Sales/Transfers of Manufactured or Park Model Homes In Place. If a home owner desires to sell or transfer ownership of their manufactured or park model home in place, contemplating that the home will remain in the Community after the transaction, the prospective buyer/transferee must first apply for tenancy and be approved for tenancy, which shall be conditioned upon full compliance with the terms of these Rules. The owner and buyer/transferee must also comply with the terms of these Rules pertaining to the home.

- a. If Resident is evicted from the Community, Tenant shall have the right to sell their manufactured home in place within 45 days after the eviction.
- b. Resident may post 'for sale' signs on their manufactured home, of such size and at such locations as may be reasonably required by the Community, as more fully set forth in these Rules. Resident may sell their manufactured home without having to first relocated it out of the Community.

B. Removal or Required Improvements Upon Sale or Transfer of Homes. Prior to the sale, transfer or change of ownership of any manufactured home or park model home in the Community, and if the prospective owner desires for the home to remain in the Community, Management may require that certain repairs or improvements be performed to the home or lot as a condition to the home remaining, including, but not limited to:

- a. The improvements stated in the Rules, Rental Agreement or any other Community Documents in existence at the time.
- b. The improvements necessary to make the home compatible with the other homes in the Community.
- c. The improvements necessary to bring the home up to fire, safety or other governmental standards in existence at the time.
- d. The improvements necessary to bring the home up to the Community's current standards which are in existence at that time in order to preserve and/or upgrade the appearance, safety and quality of the home or lot.

Seller and buyer/transferee must contact Management to schedule an inspection of the home to determine whether Management will require any items to be repaired, replaced or upgraded. **Management's cursory inspection is for the sole benefit of the Community and shall not serve as any representation or warranty as to the safety, condition or adequacy of the home or lot, or the extent of the necessary upgrades or repairs.** Owner/buyer/transferee should obtain their own independent inspection.

C. New Residents.

- a. Must apply for and be approved for Tenancy. A new Rental Agreement must be signed by each new Resident.
- b. New Residents must provide documents satisfactory to Management confirming that they are the legal owners of record.

D. Removal of N

E. **Non-Conforming Homes**, Upon the sale, transfer or change of ownership of a home, Management reserves the right to require that a home be removed from the Community within sixty (60) days after the sale or transfer if the home:

- a. Is not compatible with or conform to the other homes in the Community;
- b. Does not meet the Community's policy, in existence at that time, of preserving or upgrading the Community;
- c. Has not had the improvements required by Management performed;
- d. Owner or transferee has not satisfied all the other conditions under these Rules and the Statement of Policy pertaining to the sale or transfer of homes.

F. **Violation**, The sale or transfer of a home in the Community in violation of these Rules shall be deemed a material breach which will require that the home be removed.

19. **MOVE IN / MOVE OUT RULES FOR PARK MODEL HOMES OR PERMANENT TYPE RV'S**

A home shall not be disassembled, brought into or removed from the Community without Management's written consent, or removed from a Lot without complying with the RV Act and obtaining a **signed written agreement** from Management showing clearance for removal and that all monies due and owing are paid in full, or any other agreement with the Management authorizing installation or removal. On move out or upon the termination of the tenancy, and unless otherwise agreed in writing by Management, Resident, their successor and the transporter service are responsible for surrendering the lot free of all structures, debris, slabs and concrete and in a clean, safe and immediately rentable condition, without any damage to the lot, the Community's improvements or property of others. At the time of move out, all utilities shall be properly and safely disconnected, the lot must be left in a level condition (without holes, ruts, or other conditions that would render the lot from being immediately re-rentable), and the lot must be fully restored so that it is in a clean, safe and in immediately rentable condition. Management may also require the removal of various plants and landscaping improvements (see Management prior to time of move out). Unless Management has specifically consented otherwise in writing, all accessory structures, construction debris, trash, concrete (slab, sidewalk, driveway, carport, patio, etc.) and personal property of every type and nature must be removed from the rental lot. Homes in the Community are subject to liens pursuant to A.R.S. §§ 33-2105(J), 33-2144, 33-2145 and any other provision under the law which, by placing or keeping a home in the Community are deemed to be consensual liens. On move out or the termination of tenancy, Resident, their successor and transporter service (if used) are responsible for surrendering the rental Lot free of all structures and debris, and in a clean, safe and immediately rentable condition, without any damage to the Lot, the Community's improvements or those of others. The following additional requirements apply to Park Model Homes: Resident shall fully comply with the same move out requirements as those imposed on mobile/manufactured homes under A.R.S. §§ 33-1485.01 and to ensure that their successor in interest and transporter fully comply with that law and with the Community Documents. Residents must use a home transporter service that is insured and approved in advance by the Management. Resident must ensure that the transporter service contacts the Management at least ten (10) days prior to any anticipated move in or move out date and obtains the Management's written authorization to perform the move. The Management has the right to coordinate the moving date, time and conditions, and to require that a cash deposit or surety bond up to

\$1,000 be posted (less any security deposit) if the responsible party is not licensed (which the Management shall account for within 14 days after move out) and to reject and exclude from the Community any person or transporter who does not cooperate with the Management or who the Management deems to be not qualified or not responsible, in the Management's sole discretion. Resident is responsible for damages caused by their agents and transporter service.

20. **MOVE IN/MOVE OUT OF MANUFACTURED HOMES**

A home shall not be brought into the Community without Management's written consent or removed from a lot without complying with the applicable laws and obtaining a **signed written agreement** from Management showing clearance for removal and that all monies due and owing are paid in full, or any other agreement between the Resident and Management authorizing installation or removal. Upon the sale or transfer of a home, Management reserves the right to require the removal of any home manufactured before June 16, 1976. On move out or upon the termination of the tenancy, and unless otherwise agreed in writing by Management, Resident, their successor and the transporter service are responsible for surrendering the lot free of all structures, debris, slabs and concrete and in a clean, safe and immediately rentable condition, without any damage to the lot, the Community's improvements or property of others. At the time of move out, all utilities shall be properly and safely disconnected, the lot must be left in a level condition (without holes, ruts, or other conditions that would render the lot from being immediately re-rentable), and the lot must be fully restored so that it is in a clean, safe and in immediately rentable condition. Management may also require the removal of various plants and landscaping improvements (see Management prior to time of move out). Unless Management has specifically consented otherwise in writing, all accessory structures, construction debris, trash, concrete (slab, sidewalk, driveway, carport, patio, etc.) and personal property of every type and nature must be removed from the rental lot. Resident agrees to fully comply with the Mobile Home Act and to ensure that their successor in interest and transporter fully comply with the law and Community Documents. Homes in the Community are subject to liens pursuant to A.R.S. §§ 33-1451(8), 33-1481(I), 33-1478(A) and 33-1485.01, which, by placing or keeping a home in the Community are deemed to be consensual liens. Residents must use a home transporter service that is adequately insured and approved in advance by Management. Resident must ensure that the transporter service contacts Management at least ten (10) days prior to any anticipated move in or move out date and obtains Management's written authorization to perform the move. Management has the right to coordinate

the moving dates, times and to impose reasonable conditions, to require that a cash deposit or surety bond of up to \$1,000 be

posted (less any security deposit held by Management) if an unlicensed contractor/transporter is used (which Management shall account for within 14 days after move out), and to reject and exclude from the Community any contractor, workers, transporter or individual which Management, in its sole discretion, deems to be uncooperative, unqualified, irresponsible or problematic. Residents are responsible for damages caused by their transporter service.

21. ADDITIONAL RULES FOR RECREATIONAL VEHICLES, TRAVEL TRAILERS AND PARK MODEL HOMES.

A. **Sewer Hook Up's.** Residents are responsible for ensuring a fully sealed connection to the septic system.

B. No storage on patios or under home.

C. Park Model homes must be skirted.

D. Names and lot number must be identified on all incoming mail.

E. Temporary carports (cloth, canvas, plastic fabric, etc.) are permitted only on short term travel trailer or motor home lots for a term not to exceed 180 days and must be well maintained in a safe and visually appealing condition.

F. Note: Recreational vehicles, Park Models and Travel Trailers are not subject to the Mobile Home Act.

22. CRIME FREE PROGRAM/MATERIAL VIOLATIONS

A. Our Community may seek to be designated as a "Crime Free" or similar type Community, or may otherwise participate in crime avoidance programs. In such an event, Residents shall be required to comply with any requirements imposed on the Community in order to be a member of any such program.

B. To the fullest extent permitted by law, Resident's tenancy may be immediately terminated if Resident or Resident's occupants, Guests, Visitors or invitees engage in any unlawful conduct, violate any applicable crime prevention guidelines that may be adopted, or engage in any conduct that jeopardizes or poses a potential threat to the health, safety or welfare of other persons in the Community, Management, or the property of others, whether or not Resident is aware of the conduct, including but not limited to, prostitution; criminal street gang activity; threatening or intimidating; physical or verbal harassment; foul or abusive language; assault; the unlawful discharge of a firearm; imminent or actual serious property damage; arson; drug related criminal activity, including, but not limited to, the illegal manufacture, sale, distribution, use, or possession of a controlled substance; facilitating or tolerating criminal activity; or any other type of conduct or breach of the Community Documents that might jeopardize the health, safety, or welfare of others. Unless otherwise required by law, proof of such a violation shall be by a preponderance of evidence and shall not require a criminal conviction.

C. Management may use all law enforcement reports and information as evidence in enforcing a violation. A single violation of this provision may be deemed a material and irreparable breach. Management may also terminate Resident's tenancy if Resident or anyone residing with Resident is convicted of a felony or any crime involving physical threats or injury, harassment any of the foregoing categories of behavior. Resident shall inform management, in writing, within ten (10) days if Resident or any other occupant is convicted of such a crime. Failure to advise of a conviction is a material and irreparable breach of the Rental Agreement and these Rules.

23. NO DISCRIMINATION OR HARASSMENT.

A. All persons shall model appropriate non-discriminatory and non-harassing behavior and strive to develop and maintain a living environment that is free from discriminatory harassment or intimidation. Harassment or intimidation of persons within our community, because of that person's race, color, national origin, religion, sex, disability, familial status, employment, position or any other reason is not permitted. Discrimination, harassment or intimidation, including abusive, foul or threatening language or behavior, are deemed violations of your Rental Agreement and may also be violations of the Fair Housing or other laws. Engaging in such conduct shall be good cause for termination of tenancy.

B. Residents who experience or witness what may be considered to be discriminatory acts, harassment or intimidation are strongly encouraged to address or report such incidents to Management. In case of an emergency or the occurrence of a hate crime (such as vandalized property or a threat of harm to persons or property), local law enforcement should be promptly contacted. If you feel safe in contacting the offending person, ask them to cease such acts and advise them that their conduct is against the law and/or the Community Documents. If the problem persists, provide Management with all acts and evidence pertaining to the matter.

24. ANTENNAS/ SATELLITE DISHES.

Unless Management consents in writing or as otherwise stated in these Rules, the Community prohibits all antennas, dishes, masts and the like, except for standard TV antennas and those expressly permitted under the Federal Telecommunications Act and the Rules adopted by the Federal Communications Commission (collectively, the "FCC Rules"). The term "Antenna", as used in this Section, refers only to TV antennas and those video antennas, dishes, and masts expressly permitted by the FCC Rules.

A. **Limit.** Only a single exterior Antenna is permitted per lot unless more than one antenna is required to receive an appropriate signal.

- B. **Installation.** All Antennas must be installed:
- a. in compliance with the manufacturer's instructions;
 - b. in compliance with any applicable state, local or other building codes;
 - c. so that it does not obstruct or impair the visibility of or from roads, sidewalks or driveways; and
 - d. in a secure manner (including protection against winds, where applicable) so that it does not pose a safety threat to persons or property.
 - e. If an Antenna poses a risk to the safety of persons or property, the Community may seek an injunction to prohibit the installation or continued presence of the Antenna

- C. **Restricted/Prohibited Areas.** Antennas and masts cannot be located on or encroach on:
- a. common areas or other restricted access areas;
 - b. neighboring lots; and
 - c. roads or fire lanes.

- D. **Maintenance.** Resident must maintain and repair any Antenna and mast at their own expense.

E. **Indoor Installation.** To best maintain the attractive appearance of our Community (which can affect the value of the homes in our Community), we encourage Residents to use cable TV systems or indoor or concealed broadcast Antennas, rather than highly visible outdoor Antennas. Should a Resident desire to install an Antenna and, if an acceptable quality signal can be received by locating the Antenna indoors without unreasonable delay or expense, the Community encourages the indoor installation.

F. **Diagram.** Resident must provide management with a reasonably detailed diagram showing the location of the Antenna and the manner of installation. Management will not require the Antenna to be installed in manner such that an acceptable quality signal is not received. However, in all other respects the proposal must conform to the provisions of these Rules.

G. **Outdoor Installation /Screening/Painting.** An Antenna and mast, if applicable, must be installed and maintained so that it is as visually appealing as possible under the circumstances and does not create a nuisance or interfere with the use or enjoyment of any neighboring lot. If appropriate, the Antenna and mast must be painted a color that blends with the neighboring environment, provided that the painting does not interfere with the ability to receive a quality signal, unreasonably increase the cost of installation or unreasonably impair Resident's ability to maintain the Antenna. If an outdoor installation is necessary, Management requests that the Antenna be installed toward the rear of the home or rental lot, so as to conceal or limit the visibility of the Antenna from the street. If installation in that location impairs the ability to receive an acceptable quality signal or creates unreasonable delay or expense in installation, the Antenna may then be located in a different area. In such a case, the Antenna and mast must be located in the most inconspicuous location possible and must be screened from view from the street to the greatest extent possible (without unreasonable expense or interference with receipt of an acceptable signal) by placement of a shrub or other plant, painting the Antenna and mast to conceal them, or other appropriate means.

H. **Safety.** Based on safety concerns, Antennas shall only be as high as is necessary to receive an acceptable quality signal. Due to safety concerns relating to wind, falling Antennas, and falling masts, a Resident must submit a written request to Management in order to install an Antenna and mast extending more than 12 feet above the roof peak, including a detailed description of the proposed mast and Antenna, the method of installing and securing the items, and a written explanation stating the basis for seeking to extend the height of the mast. Should Management determine that the installation above the height limit would pose a safety hazard to persons or neighboring property, the installation may be prohibited.

I. **Safety Set-Back.** To protect neighboring persons and property from being injured by a falling mast or Antenna, a mast, if installed, must be installed not closer to the lot line of the Resident's rental lot than the combined total height of the mast and Antenna. For example, a mast and Antenna that are 8 feet tall must be installed at least 8 feet in from the lot line.

J. **Future Laws, Rules & Regulations.** To the extent that future laws, rules or regulations are enacted which would permit greater restrictions on the size, location or appearance of Antennas, the Community reserves the right to enact such rules and to enforce such future laws, rules or regulations.

K. **Compliance.** If Resident violates these Rules or the FCC Rules, the Community may, after giving Resident notice and an opportunity to be heard, bring an action against the Resident with the Federal Communications Commission or any court of competent jurisdiction.

25. **LEGAL AND MISCELLANEOUS MATTERS.**

A. **Modifications.** Management reserves the right to revise, add, delete or otherwise modify these Rules from time to time, as is necessary to advance the best interest of the Community, the Community Owner and Management. In order to operate the Community, the Community Owner, Management and their employees, representatives, agents, contractors, or persons operating at their direction are exempt from the Rules and other residency obligations except as expressly required by law.

B. **Written Approval.** References in these Rules which refer to Resident's need to obtain consent, approval, permission or authorization shall mean written consent or approval from the Management or Owner, as applicable.

C. **Enforcement.** Management will make reasonable efforts to enforce the Rules or violations of which it is aware. Please notify Management of any perceived violations. Typically, the enforcement of a violation will be a private matter between Management and the affected Resident. The enforcement of the Rules or lack thereof shall not constitute a waiver of the Community's right to enforce the Rules.

D. **Legal.** Should a material contradiction arise between these Rules and the law, the terms of the law shall control. The fact that a specific act or omission is identified as a "material breach" in the Community Documents does not exclude other acts or omissions from being deemed a material breach, whether or not specifically identified as such in the Community Documents. Management's waiver, inability or failure in one or more instance to insist upon or obtain strict compliance with the terms, conditions or provisions of these Rules shall not be construed as a waiver or relinquishment of any rights to fully enforce the Rules. Should a tribunal of competent jurisdiction determine that any language in these Rule, the Community Documents or any Addendum thereto is invalid or unenforceable, the subject language shall be enforceable to the fullest extent permissible, the remaining language shall survive and remain in full force and effect and/or the tribunal may modify the provision at issue to comply with the minimum requirements imposed by law. Invalidity of any one or more of these Rules by a tribunal of competent jurisdiction shall in no way affect any other provisions, which shall remain in full force and effect.

E. **Resident Responsibility for the Conduct of Others.** Damage or injuries within the Community caused by Resident, Occupants, Guests, Visitors, or Invitees of the Resident will be the responsibility of the Resident.

F. **Lot Lines.** There are no official property lines, lot lines or divisions applicable to Residents. The lots shall consist of a rough approximation of the lots shown on a map of the Community maintained in Management office. Management shall not be liable for variances between the map and the actual location of the homes or Improvements. Lot boundaries are approximate and flexible and are generally based on the size of the homes, the particular lot, and code and set-back requirements. Lot boundaries may be modified by Management, as necessary, to accommodate home improvements and the needs of Management. In addition, as set-back requirements and the shapes and sizes of homes change, the approximate boundaries between homes may be reasonably adjusted. Such changes may affect and require the relocation or removal of landscaping, vegetation, storage sheds, or other improvements. Any such modifications shall not result in a change in the rental rate.

G. **Additional Rules.** All signs, notices or directives that are posted in the Community are made a part of these Rules and are incorporated herein by this reference.

H. **Headings.** The section headings, titles and descriptions contained in these Rules are for purposes of convenience and reference only, and do not limit or define the scope of coverage under these Rules.

I. **Fair And Expansive Meaning.** The words and phrases used in these Rules shall be given their fair meaning and are to be liberally and expansively construed to meet the intent of the Rules as a whole, so as to maximize the rights and remedies of Management and the Community Owner to properly manage, supervise and control the activities within the Community, and to provide for the greater good of the Community. Any typographical errors shall not affect the content of the provisions to which they pertain and such terms shall be given the meaning intended from the context. Similarly, if an error or omissions occurs with respect to a defined term (for example, if a defined term is inadvertently not capitalized in a provision), said terms shall nonetheless be given the meaning intended by the context of the provisions to which they pertain.

J. **Use of Community Property and Facilities.** Management reserves the right to control access to and the use of all Community facilities and property. The use of Community facilities may be restricted or revoked for improper conduct.

K. **Sale or Closure of Community.** If Landlord determines that Landlord will close the Community, Landlord will, pursuant to § 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.

L. **Policy Concerning Subleasing.** Any tenant may only sublease with prior written consent of Landlord. Such consent will not be given unless Landlord has approved, in writing, the sublease applicant. Any subtenant must meet all criminal background, income/credit, and other screening criteria. The applicant must submit an application to Landlord and is subject to Landlord's background and credit screening. Subtenants must meet the same eligibility requirements as tenants. Subtenants are subject to all Rules and Regulations of the Community. Upon approval of any subtenant, the subtenant will be required to execute a Community-approved form of Rental Agreement or sublease agreement. Any proposed subtenant may not reside in the Community until all required documents have been submitted, the subtenant has passed all of the Landlord's screening criteria, and rental documentation has been signed with the subtenant and the Tenant. The Tenant shall remain responsible for the tenancy under the Tenant's Rental Agreement. Any tenant's space rent must be current, before approval for any subtenant will be given

*

*

*