

5710 E. 32nd Street Yuma, AZ 85365 (623-694-4913) E-mail: desi@azmobilehomeparks.com

Rules & Regulations

Statement of Policy

These Rules and Regulations are designed to:

- 1. Preserve and enhance the value of your home
- 2. Maintain the Park in a first class condition
- 3. Provide an attractive residential community for our residents
- 4. Provide a pleasant and friendly Park where our residents may enjoy their respective life styles without infringing on the rights of other residents
- 5. Promote the convenience, health, safety and welfare of all Park residents

Definitions

- 1. The terms "Resident" or Tenant" as used herein, means a person entitled, under a Rental Agreement, to occupy a Mobile Home space in the Park to the exclusion of others.
- 2. The term "Guest" as used herein, means a nonresident, over and above the occupancy limit of two persons under the Rental Agreement, or by these Rules of the Park, who stays at the home of a person with constructive possession of the home with the consent of the Resident for one or more nights and not more the 14 days in any one month period.
- 3. Any Guest(s) staying more than 14 days in any one month, will be required to pay \$5.00 per day per person.

4. The Term "Visitor" as used herein, means a nonresident of the Park who stays at the home of a Resident, but does not stay overnight.

Quiet Time

1. Quite Time Hours are **10:00 PM** to **7:00 AM**. If necessary generators may be operated 7:00 AM To 10:00 PM.

Residency

- 1. All new Residents must register at the Park Office before moving into this Park and must meet all eligibility requirements of this Park.
- 2. Pursuant to Fair Housing Laws, this Park is designated a Senior, 55+ Park.

Occupancy Limit

- 1. Rent is based upon occupancy of the premises by no more than to (2) persons.
- 2. The maximum number of persons that may occupy a Mobile Home is limited to **TWO TIMES** the number of bedrooms.

Rent, Fees, Late Charges, NSF Checks

- 1. All rents (payable in advance), clean up fees, and any other fees are payable on the first day of each month. In the event such payment has not been received by midnight of the Sixth (6th) calendar day of the month, a late charge of \$25.00 will be charged, plus five dollars (\$5.00) for each day after the sixth calendar day, until payment in FULL of rent, utility fees, clean up fees, late charges and any other applicable charges have been received.
- 2. Mailed payments must be postmarked by the fifth (5th) day of the month.
- 3. If a check is returned by your bank, for any reason, a check fee of \$15.00 and any Bank Fees will be charged to your Account and all future payments MUST be either in the form of a Cashier's Check or Money Order.

General Policies and Regulations

- 1. All Mobile Homes are required to have aluminum skirting and awnings within (30) days of move in. Decks and awnings must be to code and you must provide the Office with a copy of the permit for the deck and awning.
- 2. All permanent 5th wheels and trailers must have aluminum skirting within (30) days of move in.
 - (Note: Reference #1 and #2 if your unit was in the park prior to the revision of these Rules and Regulations the skirting that you are using will be satisfactory as long as it is neat and in good repair).
- 3. You must have prior approval from Owner/Management to place a storage shed on your site.
- 4. All Mobile Homes and RV's must be owned by the Tenant.
- 5. Firearms will not be displayed, brandished or discharged in the Park.
- 6. Fireworks of any kind (including sparklers) are not allowed in the Park.

- 7. No open flames (fires) are allowed in the Park.
- 8. Leaky faucets, hoses, etc. add to our water expense. Please check these items regularly to insure that they are not leaking. Use the **CANAL WATER** to water your lawn, plants and trees. **DO NOT** use city water to water your lawn, plants, trees or wash your vehicles. Lawn watering should be done in the early morning or late evening.
- 9. Each space will remain under the direct control of Management. Standard lawn furniture, bicycles, golf cart, BBQ Grill, and storage sheds are the only items permitted within view.
- 10. NO Solicitors or Solicitations are allowed in the Park.
- 12. All Units must be inspected prior to coming into the Park. Age is not as important as the appearance of the unit. The exterior must be clean and neat.
- 13. TV's, radios, stereos should be kept at a moderate level. If you can stand in the middle of the Street and hear any of these they are too loud.

Selling Your Unit:

- 1. 12" X 18" For Sale Sign is permitted in the window or attached to the front of the unit.
- 2. The Resident must bring the buyer to the Office if the unit is remaining in the Park because the owner/management must approve new Tenants.
- 3. If you are leaving cement stepping stones or material that has replaced the grass becomes the property of the Park, UNLESS the Tenant takes them up and replants the grass (must be Berrmuda Grass) so it can be moved before the Tenant moves.

Tenant's Site

- 1. Tenants shall maintain their space in a clean and orderly manner and care for all plantings, trees, shrubs and their lawn. Plantings may not be removed without Management Approval (in writing). Additional plants must be approved (in writing) in advance to prevent disturbing the underground utilities. DO NOT plant items that will require watering during extended periods you will be out of the Park. Tenants are responsible for their own lawn equipment.
- 2. It is the Tenant's responsibility to make arrangements for the upkeep and maintenance of their Site before leaving for extended periods of time. You must provide Management with the name and phone number of the person that will be responsible while you are out of the Park.
- 3. Should a site be in need of care, the Tenant will receive a notice to this effect and be given ten (10) Days to remedy this situation. After that time the work will be done and the Tenant will be charged. The Fire Department requires that the yards be kept cut and not become a fire hazard during our very hot summers.
- 4. Management will make ever reasonable effort to provide a clean and safe environment, however we disclaim any responsibility for any losses resulting from fire, theft, accident or natural disaster.
- 5. Violations of any law or ordinance of the City, County or State will not be tolerated. No Activities will be permitted which would place the Management or Owners in violations of any law.
- 6. Children are Welcome to visit and are the responsibility of the Tenant and must be supervised at

all times.

7. **Electrical Pedestals:** Tenants **MUST** provide clear access to the Power Pedestals. Tenants **MUST** maintain a clearance of thirty six (36) inches in front of the Pedestal and thirty (30) inches on each side of the Pedestal.

Pets

- 1. Pets Are Welcome with the exception of Pit Bulls, American Bulldogs, Rottweilers and Dobermans. You must **IMMEDIATELY** clean up after your pets.
- 2. All Dogs must be kept on a leash when outside. No pet is to be caged, penned, tied up with a rope, chain, leash or any other material outside the home.
- 3. No pet (Dog, Cat, etc.) shall be allowed to invade the privacy of any other Tenant's home, yard, flowerbeds, shrubs or to "roam" free in the Park.
- 4. You may be asked to remove your pet from the Park if it runs loose or is a dog that barks continually or exhibits aggressiveness.
- 5. Pets are not allowed in any of the buildings.

Vehicles

- 1. Speed limit is **5MPH** or less. Tenants are responsible for advising their Guests about the speed limit.
- 2. If you have more than one vehicle and it cannot be legally parked on your site there are other areas for parking.
- 3. **DO NOT** park in an empty site.
- 4. **DO NOT** park on the street. Emergency vehicles, delivery vehicles and your fellow Tenants need to have access to the streets.
- 5. ALL vehicles must be in running condition and ALL vehicles (cars, trucks, RV's, boats, Motor Cycles) must have a current registration and be insured.
- 6. Motorcycles can be ridden **INTO** and **OUT OF** the Park.
- 7. Skateboards, roller skates/blades, scooters, mini motor cycles **Can Not** be ridden in the Park.

Tenant Property

1. The Tenant is responsible for protecting his/her property. Tenant shall hold Park Owners/ Management harmless from any liability for loss or damage to the real or personal property of the Tenant or others, or injury to, or death of any person (including but not limited to) employees, Management, Guests or Invitees of the Tenant, suffered on the premises during the term of this Lease/Rental Agreement.

Tenant Termination/Moving

1. For MONTHLY TENANTS a written notice is required twenty (20) days prior to the first of the next month. If a written notice is not received you will be billed for the following month.

Damages

1. If a Tenant, Tenant's Guest(s) or Tenant's Contractor damages Utility Lines, Pipes, etc. the Tenant must repair such damage at his/her own expense.

Eviction

- 1. Failure to pay rent: 5 days from the date of the written notice, for failure to pay rent, is cause for eviction.
- 2. Violation of the Rules & Regulations; 5 days from the date of the written notice, to comply or vacate, is cause for eviction.
- 3. Conviction of a crime, the commission of which threatens the health, safety or welfare of others in the Park is cause for immediate eviction.
- 4. Use of illegal drugs is cause for immediate eviction.

Trash

- 1. All garbage and refuse must be bagged or put in appropriate containers before placing into dumpsters.
- 2. All cardboard boxes shall be broken down before placing in the dumpster.
- 3. If you have refuse that will not fit into the dumpster, contact Management for assistance.
- 4. Please insure that that all dumpster lids are closed after use them. Critters can and will get in them.

These Rules and Regulations Are Subject To Change At Any Time That Is Deemed Necessary.

Property Owner, Vince Davis