

Marble Manor Mobile Home Park

RULES AND REGULATIONS

These Rules and Regulations are designed to (a) preserve and enhance the value of your Home; (b) maintain the Park in a first class condition; (c) provide an attractive residential community for Park Residents; provide a pleasant and friendly Park where Park Residents may enjoy their respective lifestyles without infringing on the rights of other residents and promote the convenience, health, safety and welfare of the Park Residents and Management.

1. DEFINITIONS

- a. 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.
- b. The term "**Guest**" as used herein, means a nonresident, over and above their occupancy limit set for the resident's space under the terms of the rental agreement or by these Rules of the Park who stays at the Home of a person with the consent of the resident for one or more nights and not more than 14 days in any 12 month period.
- c. The term "**Visitor**" as used herein, means a nonresident of the Park who visits a resident with the consent of the resident, but does not stay overnight.
- d. The term "**Home**" as used herein refers to a manufactured Home, park model, travel trailer, recreational vehicle occupied by the resident.

2. OCCUPANCY LIMIT: Base rent is based upon occupancy of the Home by no more than two (2) persons, one (1) of whom shall be an owner. Other persons may reside in the Home with the owner on a permanent basis. The maximum number of persons that may occupy Home is limited to TWO (2) TIMES THE NUMBER OF BEDROOMS.

3. RENT, FEES, LATE CHARGES, AND NSF CHECKS: Make Checks Payable to: **Marble Manor, LLC**. All rents, clean up fees, electric, and water fees are due in advance, and are payable on the first day of each calendar month. In the event such payment has not been received by 6:00PM of the fifth (5th) calendar day of the month, a late charge shall be imposed equal to Twenty-Five Dollars (**\$20.00**), plus Twenty Dollars (**\$20.00**) for each day after said sixth calendar day, until payment in FULL of rent, utility fees, clean up fees, late charges and all applicable taxes on rent and the foregoing fees have been received. In addition, if a check is returned by your bank for insufficient funds, a charge of **\$35.00** will be charged and all future payments SHALL be either in the form of a money order or cashier's check. In the event that the tenant moves out in the middle of the month, no rent refunds will be made for partial months. **CASH IS NEVER ACCEPTED.** No renting or subletting by the tenant is allowed. [This is a Lease clause and should be in the Lease, not the Park Rules.]

4. REGISTRATION: All new Residents shall register at the Park office before moving into the Park and shall meet the current eligibility requirements of the Park. All required park agreements shall be executed and are part of the Rules and Regulations. Management has the right to approve or reject a Home because of its size, appearance, age, condition or if the Home is not compatible with other Homes in the park.

5. RESIDENCY: Pursuant to Fair Housing Laws, this park is designated as an **all age community**. Prior to moving a Home into the Park, Residents agree to furnish Management with a current copy of Certificate of Title for the Home.

6. LOT MAINTENANCE, MOBILE HOME APPEARANCE, UPKEEP & LANDSCAPING: It is the tenant's responsibility to perform the landscaping for their respective space. Residents shall maintain their space in a clean, orderly fashion. Landscaping is required and all spaces shall be landscaped before a new Resident can move into Park. Rock and sand on the curbs and street around each space is to be kept clean at ALL times by the Resident of each space. Each Resident shall keep his or her lot clean, existing lots with grass cut, trees trimmed, and weeded to maintain a well-cared for appearance. Ground cover plants (bushes and shrubs) shall be maintained at a maximum height of three (3) feet. Plants under windows shall be maintained at a height below the windowsill. Trees shall be trimmed so lower branches are at least five (5) feet above ground. While watering, it is prohibited to allow water to run off your space onto another space, street, or any other area outside your own space. All trash and debris shall be kept off the patio, carport and from underneath coaches, only approved patio furniture allowed on patio. Wood patios shall have floor treatment (outdoor carpet, tile, etc.) and be painted-after written approval (by Management) of plan submitted by Resident. No storage of toys, bicycles, wood, etc. on the patio, carport, underneath or behind Homes is permitted. No digging or forming of berms is permitted without the prior written permission of Management. **Any neglected space may be serviced by the management with a minimum charge of \$20 assessed to the Resident with the next month's rent.**

Management may arrange for the cleanup of any neglected space if the Resident does not take the necessary corrective measures within the ten (10) days following written notice from Management. Homes shall be maintained in good condition, appearance and repair at all times. Resident shall immediately paint, repair, or replace anything that requires such attention within ten (10) days following written notice from Management. Clean up fees may be charged by Management to Resident at any time after ten (10) days written notice to Resident.

Clean up fees will constitute additional fees under Residents' Rental Agreement.

7. UTILITIES

- a. Water, sewer, electrical and gas connections shall meet all local codes.
- b. Residents shall not alter, connect, disconnect, or repair any Park or utility company service. Residents are solely responsible for all utility service connections and related problems between the service post and a Resident's Home, including maintenance of the sewer lateral to the main sewer line. If Resident plans to do any digging in the space or Park, management shall be contacted first, so that placement of utility lines or pipes can be disclosed. If Resident, his agent or contractor damages any utility line or pipe, the Resident shall repair such damage at his/her expense. Resident shall be responsible for such repair bills incurred by the Park and shall pay the full sum within ten (10) days following billing by Management. The utility pedestals (meter and utility hookups, including telephone) shall be accessible at all times and not otherwise blocked by Resident or any Guest.
- c. **To ensure a properly functioning sewer or septic system, Resident shall not put garbage, disposable diapers, sanitary napkins, paper towels, tampons, grease and oil, foreign objects or anything else that will not dissolve into the drains or toilets of their Home. The cost of clearance of stoppages or repairs of park owned sewer lines caused by Resident's negligence or improper usage or intentional misuse shall be the responsibility of the Resident and shall be reimbursed to Management.**
- d. NO connections from homes to Park utilities are to be made without consulting Management and the approval of Management.

- 8. TRASH REMOVAL:** All trash shall be wrapped and shall be placed in the proper container provided in the Park. All boxes shall be broken down before placing into trash bins. Sanitary and health laws shall be obeyed at all times as to Residents trash.

If any trash found around or behind the bins and determined to belong to your space, you will receive a written notice from management and shall immediately clean it up. If you do not immediately clean it up, a \$50.00 fine will be imposed. NO CONSTRUCTION MATERIAL OF ANY KIND IS PERMITTED IN THE TRASH BINS.

- 9. HAZARDOUS WASTES:** THE DISPOSING OF MOTOR OILS OR ANY OTHER HAZARDOUS WASTE INTO THE TRASH CONTAINERS IS PROHIBITED. If you have a question as to what is acceptable to dispose of into the trash containers, please consult with Management. No flammable, combustible, or explosive fluid, material, chemical, or substance (except those used for normal household purposes in quantities reasonably necessary for such purposes, which shall be properly stored within the Home or storage shed) shall be kept anywhere on your space. Any costs incurred by the Park to remove or clean-up any hazardous waste shall be reimbursed by the Resident in full no later than 10 days following written notice from Management.

- 10. VEHICLES AND VEHICLE PARKING:** Resident vehicles shall only be parked in the Resident's off-street parking space/s (or in pre-authorized parking areas established by Management in writing). All recreation vehicles (RV's), boats and trailers owned by Residents shall only to be parked in Resident's off-street parking or other Management approved space. **A maximum of two (2) vehicles per space is allowed.**

Blocking of driveways at any time is prohibited.

Any vehicle dripping oil, gas, brake or transmission fluid shall be immediately fixed to avoid any damage to the paving or to the parking space, Drip pans are for temporary use only. The REPAIR or washing of vehicles on Resident's space or anywhere in the Park is PROHIBITED. NO PARKING is permitted that blocks ingress or egress to other spaces or emergency vehicles. OBEY ALL NO PARKING SIGNS

NO VEHICLES ARE TO BE PARKED IN YOUR YARD (ON THE ROCKS OR YOUR PATIO) OR ON VACANT LOTS. Parking on vacant lots is only permitted with prior written approval of Management. Noisy motorcycles, motorbikes, ATV's or motor scooters shall be walked into and out of the Park.

UNLICENSED OR INOPERABLE vehicles and those with expired registrations, shall be removed from the Park by Resident unless approved by Management in writing.

The speed limit in the Park is **five (5) miles per hour.**

Resident's service (business) vehicles are not allowed to park anywhere in the park.

ANY UNAUTHORIZED VEHICLES WILL BE TOWED AT THE OWNER'S EXPENSE.

- 11. SKIRTING/AWNINGS/PORCH:** For Homes being placed in the Park, painted metal awnings (on both patio and carport) and skirting approved by the Management in writing are required (plans are to be submitted as to kind, size and color) and shall be installed within 30 days from the time Resident moves into the Park. Some additions may be constructed with Management's prior written consent, but a building permit from the City shall be obtained. Any new awning installation will start at the front of the Home. ALL SKIRTING WILL BE VINYL, ALUMINUM OR MATERIAL APPROVED BY MANAGEMENT IN WRITING. HOMES, AWNINGS, AWNING SUPPORT POSTS, SKIRTING AND STORAGE SHEDS SHALL BE KEPT PAINTED AND IN GOOD REPAIR. REMODELING OR ALTERATION OF HOMES IS PROHIBITED UNLESS ADVANCE WRITTEN PERMISSION IS OBTAINED FROM

MANAGEMENT PRIOR TO THE START OF ANY WORK. ALL USED HOMES CURRENTLY IN THE PARK THAT DO NOT MEET MANAGEMENT'S APPROVAL SHALL BE MOVED UPON A SALE OR REPOSSESSION, UNLESS APPROVED IN WRITING BY MANAGEMENT. FENCES ARE ALLOWED WITHIN THE PARK WITH MANAGEMENT'S PRIOR WRITTEN APPROVAL. ALL PORCHES, STEPS, ETC SHALL BE PAINTED AND BE IN GOOD APPEARANCE. PLANS FOR PORCHES, FENCING AND STEPS SHALL BE SUBMITTED TO MANAGEMENT FOR WRITTEN APPROVAL PRIOR TO COMMENCEMENT OF CONSTRUCTION OR REPAIR. No exterior water tanks, water heaters, or laundry machines is allowed.

12. YARD SALES, COMMERCIAL SALES, SOLICITING: Yard sales or rummage sales are not permitted in the Park without prior written permission from Management. NO SOLICITING distributing of advertising, or door to door sales is permitted in the Park. NO commercial or sales business are allowed in the Park.

13. NOISE: NO LOUD PLAYING OF RADIOS, TV's, SPEAKERS OR OTHER DISTURBING NOISES WILL BE PERMITTED BETWEEN THE HOURS OF 9:00 P.M. AND 8:00 A.M. Any noises or loud talking capable of disturbing a neighbor in any manner and at any time will be considered a nuisance and shall be avoided by all Residents, guests and visitors.

- a. **PETS:** Only the number of pets listed in the Space Rental Agreement (subject to the prior written approval of Management) will be permitted for each space. All pets shall be registered with Management and a **Pet Agreement** shall be executed by Resident. A pet fee of **\$20.00** extra per month will be charged to Resident. No pet shall exceed 25lb in weight full grown. Management in its sole discretion may refuse any pet. **"Dangerous Breeds" (including, but not limited to, pure bred or a mix of the following: Pit Bull, Bulldogs, German Shepard and Doberman Pinschers are not allowed. Management's decision as to what constitutes a dangerous breed shall be final and conclusive.**

Visitors are not allowed to bring pets into the park.

In consideration of others, IT IS IMPORTANT FOR THOSE WITH A PET TO OBSERVE THE FOLLOWING PET RULES:

- b. IF A PET CAUSES ANY DISTURBANCE, SUCH AS BARKING, SNARLING, GROWLING, ETC. WHICH WILL ANNOY NEIGHBORS, PERMISSION TO KEEP THE PET MAY BE REVOKED BY MANAGEMENT.
- c. ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT INSIDE YOUR HOME. ALL PETS SHALL BE WITH THE RESIDENT WHEN OUTSIDE THE HOME. ANY PET FOUND LOOSE IN THE PARK OR UNATTENDED BY THE RESIDENT WILL BE SUBJECT TO REMOVAL BY ANIMAL CONTROL.
- d. No pets are to invade the privacy of anyone's space, flower beds, shrubs, etc.
- e. ALL PET FECES IS TO BE PICKED UP AND PLACED IN THE TRASH DAILY. THERE ARE NO EXCEPTIONS.
- f. NO NEW PETS MAY BE ACQUIRED WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM MANAGEMENT AND RESIDENT EXECUTING A NEW PET AGREEMENT FOR SUCH PET.
- g. Management reserves the right to refuse to permit any NEW PETS at any time.
- h. NO food or water for animals is allowed outside of a Home in order to reduce unwanted strays.

- h. Exceptions to these Pet Rules may be made by Management when reasonably necessary to accommodate a trained service animal to address the needs of a handicapped Resident.

14. GUEST PARKING: ALL GUESTS SHALL PARK OUTSIDE THE PARK.

15. VISITORS: Visiting children shall be supervised and accompanied by an adult Resident at all times. Residents will be held responsible for any damage or disturbance caused by their Visitors.

16. GUESTS: Children Guests shall be supervised and accompanied by an adult Resident at all times. Residents will be held responsible for any damage or disturbance caused by their Guests. Any Guest residing in your Home longer than 14 days is subject to new Resident screening for Park approval, and if approved, shall become a Resident, or if not approved immediately vacate the Park. Guests staying more than 7 consecutive days shall be registered with the Management. Guests staying without Management approval, or who stay more than 14 days in a calendar year, will result in Resident being charged a \$10 per day Guest fee as additional Rent.

17. SUBLETTING OR SALE: No renting or subletting of Homes is allowed. If someone else is going to use your Home in your absence, prior written permission must be obtained from Management. If you intend to sell your Home, management shall approve the new Resident before the sale is complete. Only one (1) "For Sale" sign is allowed in your space and it is to be no bigger than 12" x 18".

18. FIREARMS, WEAPONS, FIREWORKS, AND ALCOHOL: The wearing , carrying or discharge of firearms, weapons and fireworks within the Park premises is prohibited, except for licensed peace officers. Display or use of any type of firearm (including BB guns), slingshots, bow with arrows or any other weapons by any Resident or guest will be grounds for eviction. Alcohol may not not be consumed outside of any space.

19. WINDOW COVERINGS: Only operable Blinds, draperies/curtains and customary window coverings shall be used to cover windows. No aluminum foil, carboard, newspaper or otherwise unsightly materials shall be used on windows. Outside screening shall be on all windows to prevent exterior viewing of the interior of a Home..

20. ANTENNAS: No new exterior radio or television antennas or dishes, or similar items may be erected on the Home or the space except as follows.

- a. Antennas one meter or less in diameter diagonal measurement which are designed for over the air receptions of signals satellite, wireless cable or television broadcast facilities, together with their associated mounting hardware and mast, if applicable, may be installed subject to the following restrictions:
 - i. Pre-approval of Management is required for the placement of any antenna. All installations shall be reviewed with Management before actual work commences to ensure that these restrictions will not be violated.
 - ii. The installation shall not be visible from any other space, the common area or any street. If this is not possible without impairing the ability to receive signals, the installation shall be screened by landscaping or other means approved by Management to minimize visibility without impairing the receipt of the signal.
 - iii. If it is necessary to receive an adequate signal that the installation be visible from another space, the common area or a street, all components shall be painted a color, which will blend into the background against which the installation is mounted. Under no circumstances may a mast be higher than the height necessary to establish line of sight contact with the transmitter, and in any event be no higher than that of the minimum height

required by applicable law or regulation. All locations, manner of installation, screening and color shall comply with these restrictions.

21. CONDUCT:

- a. All Residents shall sign and abide by the Crime Free Addendum. Failure to do so may be grounds for an immediate eviction.
- b. NO drunkenness, boisterous or immoral conduct will be tolerated.
- c. Violation of the rules and regulations is ground for eviction.
- d. Violation of any law or ordinance, any illegal act, or reasonable suspicion of an illegal act, is grounds for immediate eviction under the Crime Free Addendum or as otherwise provided by Arizona law.

22. INGRESS AND EGRESS: Landlord may enter onto any space at any time for the purposes of reading utility meters, inspecting spaces for compliance with these Rules, serving notices, and maintaining or repairing utilities or other Park owned property.

23. SMOKE DETECTORS: All rental units have a battery operated smoke detector. When the battery gets low, the detector will emit a chirping sound. It is the tenant's responsibility to notify Management immediately for battery replacement. For Homes that are being park financed, it is the responsibility of the Resident to install and maintain their own smoke detectors.

24. PERSONAL WASHERS AND DRYERS: Personal washers and dryers use large amounts of water and electricity are a burden on the Park sewer, septic lines or utility lines. As such, unless Management has given Resident prior written approval to use a personal washer and/or dryer at a space, any Resident found using an unauthorized washer or dryer shall be charged a flat rate of \$25 per month, or Management may require Resident to immediately remove the washer and/or dryer from the space.

25. REMOVAL OF A MOBILE HOME FROM PARK

In accordance with A.R.S. 33-1485.01, the following are requirements for a mobile home space restoration to be completed by the responsible party as identified in the removal notice.

- a. If mobile home is either ground set or partially ground set, the excavated area (after all utility lines have been brought up to surrounding ground level) shall be filled in and leveled with certified clean fill dirt.
- b. All concrete shall be removed and space raked clean.
- c. All landscaping and trees shall be removed completely below ground level.
- d. All structures and fencing shall be completely removed and surrounding area restored.
- e. All protruding utility lines, sewer lines, water lines, or conduit shall be removed and capped at ground level and all excess utility lines from the meter to the Home shall be removed. In addition, the electrical shall be removed from the pedestal to the Home and all interior components of the pedestal shall remain intact. The natural gas line meter shall be removed by a certified natural gas plumber and the line shall be capped.
- f. All rent and electric and other charges shall be paid prior to Home being removed from the Park.

27. **MAIL AND PHONES.** You are to use your own address and telephone number, not that of the Park office. Management will not be responsible for any mail or telephone messages.
28. **AMENDMENT OR MODIFICATION.** Management reserves at any time the right to amend, modify or revoke these Rules and Regulations. Any amendments shall be effectively immediately once posted by Management where Management typically posts any other notices within the Park.

WE (I) _____ HAVE READ THESE RULES AND REGULATIONS OF AND AGREE TO ABIDE BY SAID RULES. WE (I) FURTHER AGREE THAT NEITHER THE MOBILE HOME NOR THE SPACE WHICH WE (I) OCCUPY IS TRANSFERABLE TO ANY OTHER PERSON WITHOUT THE PRIOR APPROVAL BY LANDLORD. WE (I) ACKNOWLEDGE RECEIPT OF A COPY OF THESE RULES AND REGULATIONS.

RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____