



**2437 E. Poplar Drive  
Pinetop, AZ 85935**

## **RULES AND REGULATIONS**

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

### **I.**

### **GENERAL**

1. All potential tenants and/or occupants of the Park must submit a Park-provided application for residency for approval, must meet the Park's adopted income, credit, and criminal background screening criteria to qualify for residency, and must pay any required application fees, which are non-refundable.

A. Upon meeting all qualifications, all tenants must sign a rental agreement before residing in the Park. All approved occupants of a space must either be added to the rental agreement as an occupant, or must sign an occupant addendum with Tenant and the Park, before they may reside in the Park. Only registered, approved tenants, who have signed a rental agreement with the Park, and registered, approved occupants may occupy a home in the Park.

B. Any proposed live-in caregiver for a disabled resident must apply for occupancy in the Park, must undergo the Park's criminal background screening process, and must be approved to reside in the Park before moving into any Tenant's home. Additionally, the Tenant and caregiver must submit any reliable documentation required evidencing the disability and a disability-related need for the caregiver and, if approved, the Tenant and the caregiver must sign a Caregiver Addendum with the Park before the proposed caregiver may reside in the Park.

C. All rents are payable in advance, on or before the 1<sup>st</sup> day of each month. Late charges for delinquent rents are provided for in your rental agreement. All rents are payable to the manager. Use of the after-hours drop-box is at the tenant's own and sole risk.

2. No rent refunds will be made for partial months.

3. Occupancy in the Park is limited. No more than two (2) persons per bedroom, plus one (1) additional person per home, may regularly occupy the home. For purposes of this restriction, a "Bedroom" is a room intended by the manufacturer of the home to be regularly used as a bedroom and all bedrooms must contain closet space. A bedroom is not a den, family room, living room, or other room that converted into a bedroom.

4. Tenant shall provide management, prior to entering into the Rental Agreement, a current copy of the title or other sufficient evidence of ownership, which indicates legal owner, any lienholder(s) and serial or

identification number(s) to Tenant's mobile home. Tenant must also provide Landlord with a copy of the title to Tenant's home upon the Park manager's request.

5. Tenants, members of their households, or guests are not allowed to play, enter or cut across any lots/spaces (occupied or vacant) for which they do not have permission.

6. Tenants are not permitted to alter, tamper with or repair any Park gas, water, sewer, television or telephone facilities, service connections or equipment. Please contact management if you have a problem. Any damage or vandalism to Park common areas or property is grounds for termination of tenancy, and Tenants will be responsible for paying the cost to repair any such damage or vandalism as additional rent and/or such amounts may be sought by the Park in an action against the Tenant for damages, or in any eviction action.

7. Vehicle speed limits are posted for safe traffic movement and must be observed.

8. **Loud parties, excessive volume of radios, televisions or musical instruments, or any other excessive noise, will not be allowed.**

9. Tenants are responsible for their own conduct and for that of their occupants, guests, visitors, and invitees. Tenants and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable and respectful manner at all times in the Park. Offensive or inappropriate conduct towards anyone, including but not limited to other tenants, occupants, guests, visitors, invitees, or Park management, employees, or staff, will not be tolerated and is grounds for termination of tenancy. Tenants, their occupants, guests, visitors, and invitees may not yell, curse at, or behave inappropriately towards Park management or staff. Tenants and their occupants, guests, visitors, and invitees must not interfere with the management or operation of the Park.

10. Tenant may not conduct any business activity in the Park including but limited to, door-to-door solicitations.

11. Management has the right to prevent access to the Park and to remove anyone other than approved residents deemed objectionable. Objectionable persons include but are not limited to persons previously denied residency at the Park for reasons of prior evictions (unrelated to a non-payment of rent) or criminal history; persons not qualified for residency of the Park for reasons other than inability to pay rent; persons previously evicted from the Park for reasons other than non-payment of rent; persons engaged or previously engaged in criminal activity in the Park, known gang members or known gang associates; and persons who have previously materially violated Park rules or have been disruptive in the Park. Tenants permitting guests who are objectionable to be on the premises are subject to a notice of termination of tenancy for material non-compliance with Park rules. Management reserves the right to trespass from the Park anyone who is not an approved tenant or occupant.

12. Manufactured Homes and their contents are the responsibility of the Resident. The Park does not provide insurance for resident's manufactured homes or their contents. It is required for Residents to obtain an insurance policy which includes coverage for bodily injury, property damage and personal injury, in an amount of no less than one hundred thousand dollars (\$100,000) for any single occurrence. The Park may demand proof of insurance at any time and the Resident is obligated to provide such proof to the Park upon demand.

## **II. LOT AND HOME CONTROL**

13. **There are no lot lines separating spaces;** the configuration of each space is designated by management. Each space will remain under the direct control of Park management. Standard lawn furniture, one or two bicycles, one barbecue and one or two pre-approved storage sheds, all of which must be maintained in a neat and clean condition, are the only items permitted to be stored outside the mobile home. Tenants shall maintain their space in a clean

and orderly fashion and care for all plantings, trees and shrubs, including but not limited to trimming them. Plantings and/or trees may not be removed without management's prior written approval. Additional planting must be approved in advance to prevent disturbing underground utility lines. Management has the right at any time to enter the space (but not tenant's mobile home) to verify compliance with these Rules.

14. It is the tenant's responsibility to arrange for upkeep and maintenance of their mobile home and space before leaving on extended periods and notify the manager of such arrangements before leaving. Should a space be in need of care, tenant may receive a notice to this effect and be given ten (10) days to remedy the situation. If not complied with, the work may be done, in which case tenant will be charged the actual or reasonable cost of the work as additional rent. Alternatively, or additionally, the Park may terminate the rental agreement.

15. Each mobile home space must be attractively landscaped and well maintained on all sides. Management must pre-approve, in writing, the type and location of all trees planted. Installation of landscaping, fences or walls require management's prior written approval of your plot plan.

16. **All tenants are responsible for raking and disposing of pine needles, branches, trash, or any other flammable items within a 5 yard radius of their home, including on their roofs. This must be done sometime within the months of April and October. The lots will be inspected sometime in May and November and if the lot needs to be raked by management, a \$40/hour fee will be charged.**

17. All improvements and alterations to the space and home require prior written approval of the Park. Any digging in the Park must have prior written approval of management. All awnings, skirting, storage sheds, enclosures, etc. must comply with all state, county and city laws and zoning regulations. In some instances, it may be necessary to obtain building permits.

A. The Park required initial specifications for improvements, accessories and equipment consist of: full manufactured skirting, minimum 8x45 patio unitized awnings, a minimum 10x45 unitized driveway awning, the hitch removed from the home, manufactured steps with handrails, and lot landscaping. These initial requirements must be installed within 60 days after entry into the Park.

B. Only manufactured factory type accessories, equipment, structures and appliances, which are similar in design and compatible in color to the home, are permitted. No "homemade" accessories, equipment, structures and appliances may be installed.

C. Each space may have only one storage sheds with a maximum of 144 square feet and may not be placed on driveways so as to obstruct required parking. Sheds may only be placed on driveway side of home as approved by Landlord in writing.

D. Window or wall mounted air conditioning units are not permitted to be installed in the front "street" side of the home.

E. The utility pedestals and all service connections must be accessible at all times. If one of the Park's shut-off valves is located on the Tenant's space, it must be kept visible and accessible at all times.

18. Each Tenant shall maintain the tenant's space, home and all improvements (including but not limited to the maintenance and trimming of all trees, shrubbery, lawns, and landscaping) to reflect a clean, attractive and well-kept appearance at all times. If the space is not maintained properly, management will issue appropriate notice and if not corrected Management may correct the condition and charge accordingly or terminate the tenancy.

A. Tenant shall maintain all accessories, equipment, structures and appliances attached to the space or home or placed thereon in good condition and repair. This obligation includes but is not limited to the replacement of any such items which are missing or damaged to the point that they cannot be repaired, and the repainting of the home and improvements when they are reasonably in need of repainting. Tenant must obtain written color approval from Park management prior to re- painting of mobile home.

B. All concrete, asphalt and other surfaces on the space shall be kept clean and maintained free of oil drippings, grease and other debris, and kept in good repair and condition.

C. All trash, paper, glass, cans and wrapped sanitary napkins are to be deposited in the trash. To prevent clogged sewer lines, DO NOT flush sanitary napkins, disposable diapers, Kleenex, paper towels, cigarette butts, cooking grease, or any other undissolvable materials or foreign objects down toilets, sinks, or garbage disposals. The costs of clearance of stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse, are the responsibility of the Tenant.

D. Tenant is responsible for disposing from Tenant's space all rubbish, garbage and other waste in a clean and safe manner. The Park provides rubbish and garbage pickup weekly from trash containers with lids or heavy-duty trash bags securely tied and placed at street side. All trash containers must be situated on Tenant's space so that they are not visible from the street. Tenants may not dispose of business or commercial trash in the Park. Do not enter any garbage containers to remove any refuse. "Dumpster diving" is prohibited. If the item to be disposed of cannot fit inside the container, it must be taken to the dump.

E. All personal property of Tenant must be stored in an appropriate storage shed or in the home. Except for standard patio furniture, barbecue equipment and one or two operable bicycles (all of which must be kept in an attractive and well- maintained condition). NO personal property accumulation is permitted around the home, on driveways, carports, patios or on porches without prior written approval of Park Management. In this paragraph, personal property includes, but is not limited to, overstuffed or indoor type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, refuse, litter, firewood or other such items which are unsightly.

F. Nothing other than wheels and hitches from the mobile home may be stored under the home.

G. No material of a combustible, explosive, volatile, poisonous, gaseous, noxious or corrosive nature shall be stored on the space.

H. Nothing is permitted to be hung outside of the home or storage shed to dry, to air or for any other purpose.

I. Tenant's responsibility extends to keeping the street and gutters in front of his space clean and free of debris at all times.

J. Aluminum foil, cardboard, plywood or similar material is not permitted in the windows or doors of the home.

K. **Trees on the Tenant's space are part of the space. Pursuant to ARS § 33- 1451(A), Tenant is responsible for maintaining trees on the space including but not limited to trimming as necessary up to a height of 6 feet to ensure the health of the tree and to avoid safety hazards. Tenant is also responsible for raking and disposal of leaves, needles, and branches on their lot.** Landlord is responsible for trees in the common areas. Tenant may not remove or disfigure a tree without prior written permission from Management. Unauthorized removal or destruction of a tree on the space not

originally planted by Tenant constitutes destruction of valuable Landlord property and can be cause for immediate

eviction.

L. Other than the twelve inch (12") by eighteen inch (18") "For Sale" or "Open House" sign as specifically permitted by these Rules and Regulations, all other signs on the space are prohibited.

### **III.**

### **VEHICLES**

19. Except for occasional minor repairs, repairing of automobiles, trailers, boats or other similar equipment, and vehicles is not permitted in the Park. No engine or transmission overhauling or removal, no body repair work or any other automotive work is permitted in the Park.

20. Vehicles must be operated in a safe, courteous and cautious manner at all times. Pedestrians, electric carts and bicycles shall be granted the right of way. No motorized vehicle may be operated within the Park by any unlicensed persons. All vehicles operated in the Park must be properly licensed with current registration. Tenant, Tenant's occupants and invitees must obey all posted traffic control signs (e.g., Stop signs, No Parking signs, Speed Limit signs, etc.). All persons operating vehicles in the park must have valid driver licenses.

21. Motorized, including but not limited to electric, mini bikes and scooters shall not be driven in the Park. Motorcycles, belonging to Tenant only, may be permitted provided that they do not, in the opinion of Park Management, emit excessive noise and provided that they are used solely for transportation and which are licensed to be operated on the highways of Arizona. Absolutely no ATCs, ATVs, dirt bikes, go-carts and the like shall be operated within the Park.

22. Management reserves the right to prohibit the use of any noisy vehicles within the Park. Operating a vehicle in the Park under the influence of drugs or alcohol will be deemed a material and irreparable breach of the Tenant's rental agreement and will constitute cause for immediate eviction.

23. Parking space for two (2) conventional consumer passenger vehicles is provided at each mobile home space. Parking is not permitted on Tenants' lawns or in their yards. Except for temporary loading or unloading, there is **NO PARKING ALLOWED IN THE STREETS** of the Park. The streets are considered fire lanes and must be kept clear for emergency equipment. On-street parking also impairs mail delivery, street cleaning and maintenance.

A. Parking of motor homes, trucks, buses, trailers, travel trailers, boats, campers and any non-operable or unlicensed vehicles, etc., is not permitted in the Park. However, a small truck or camper used regularly as transportation by a Tenant may be parked under Tenant's carport awning. Any vehicle not moved for 72 consecutive hours shall be deemed non-operable. Vehicles that do not display current vehicle registration decals are deemed non-operable.

B. Guest parking is available in areas designated with the words "GUEST PARKING." These spaces are for guests and visitors only, and Park Tenants are not permitted to use them for their own parking without prior written Management approval.

C. Violation of these "Parking" rules can result in the vehicle being towed away at the owner's expense.

### **IV.**

### **PETS AND OTHER ANIMALS**

24. No pets may be kept in the park without prior written permission of Management. All pets must be registered with the landlord with a limit of two pets per home site. Tenants are subject to pet charges as provided in their rental agreements. A pet is here defined as a domestic dog or cat. Except for small birds or fish, all other animals are prohibited.

25. Breeding of animals is not permitted. Feeding and/or watering of stray animals and/or wild animals, including but not limited to cats, is prohibited.

26. Pets cannot be left unattended with or without a leash outside the home and may not be walked in the park unless controlled on a leash. Pet droppings on or off Tenant's lot must be cleaned up immediately by Tenant.

27. Pets may not exceed 16 inches in height (at the shoulder) and 35 pounds maximum weight when fully grown.

28. Guests and visitors are not permitted to bring pets into the Park.

29. Barking, growling, snarling, crying, howling and other such noises which disturb other tenants is cause for revoking permission to keep a pet. Aggressive or vicious behavior is cause for revoking permission to keep a pet.

30. Pets shall not be allowed to enter another Tenant's home site, flowerbeds, shrubs, yard, or any vacant home sites.

31. Each Tenant is responsible for complying with all applicable state, city and county requirements with respect to licensing, vaccinations and leash laws.

32. Exceptions will be made to these pet restrictions when reasonably necessary to accommodate the needs of disabled residents. Assistive animals permitted in the Park (unless a reasonable accommodation is required related to any rule) are subject to the same rules concerning conduct, control, and clean-up as pets, and Tenants with such animals in their households will be responsible for complying with those rules. Assistive animals are not subject to pet fees. Pursuant to state and federal fair housing laws, where the disability of the Tenant or member of Tenant's household requiring the assistive animal is not obvious or

otherwise known to the Park, the Park may request reliable documentation evidencing the disability and the disability-related need for the specific assistive animal at issue.

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

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

35. Guests are not permitted to bring their pets into the Park. All pets must be accompanied by Tenant or Guest on a leash when outside of the home. No pets may remain in a fenced in area around the home without the Tenant or Guest accompanying the pet.

## **V.**

## **GUESTS**

36. Guests and visitors shall be the sole responsibility of the Tenant inviting the guest, and each guest and visitor shall be subject to the same Rules and Regulations as Tenant.

37. Guests using the Park facilities must be accompanied by a responsible Tenant.

38. Guests and visitors are not permitted to bring pets into the Park.

39. Tenants are responsible for registering and paying the required "Guest Fee" for any guest that stays for more than a total of fourteen (14) days in any calendar month. Such registration and payment shall occur immediately after the 14th day of guest's visit.

40. Guests are limited to a maximum stay of thirty (30) days in any twelve (12) month period. After that, they become unauthorized occupants and must vacate unless and until they submit an application for residency, are approved by Landlord in writing, and either sign a Rental Agreement with the Park, are added to the Rental Agreement as an approved occupant, or sign an occupant addendum with the Landlord and Tenant.

## **VI.** **SALE OF HOME**

41. One "For Sale" or "Open House" sign, not exceeding 12 inches by 18 inches, may be displayed only on the home or in home's front window. This rule does not apply to signage used by landlord to market landlord home sales. No other signs are permitted on a Tenant's space.

42. Current Tenants must notify the Manager at least two (2) weeks in advance of the closing date so the buyer of the home may be considered for approval by the Park.

43. Tenants cannot guarantee prospective buyers will be approved for residency. A prospective buyer has no rights of tenancy until the buyer has met all of the Park's tenancy qualifications and has signed a Rental Agreement with the Park. As an additional condition to Park approval of any buyer as a tenant, the Park may require that any outstanding balance owed to the Park be paid. If the buyer does not qualify and the sale of the home is finalized, the home must be moved from the Park at the time of sale.

44. Residents should meet with management to determine what upgrades, if any, must be done to bring the home to Park standards. All work must be done prior to sale or the buyer will be required to bring the home into compliance as a condition of approval for residency.

45. Management may require a home being sold, to be removed from the Park if (1) the home cannot reasonably meet standard specifications determined by the Park for that homesite; or (2) if the home is in run-down condition or in disrepair in the judgment of Management.

## **VII.** **ANTENNAS**

46. No exterior radio or television antennas or dishes, or similar items may be erected on the home or the space except in compliance with this rule. Antennas one meter or less in diameter or diagonal measurement which are designed for over-the-air receptions of signals from satellite, wireless cable or television broadcasting facilities, together with their associated mounting hardware and mast, if applicable, may be installed subject to the following restrictions:

A. The installation must 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 must be screened by landscaping or other means approved by the park to minimize visibility without impairing receipt of the signal. If it is necessary to receive an adequate signal that the installation is visible from another space, the common area or a street, all components must be painted a color that will blend into the background against which the installation is mounted.

B. 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, it may be no higher than the minimum height required by applicable law or regulation.

C. All locations, manner of installation, screening and color must comply with these restrictions. Locations on the space must be pre-approved by the Park. It is recommended that all installations be reviewed with Park Management before actual work is commenced to ensure that these restrictions will not be violated.

**VIII. REMOVAL OF HOMES**

47. Tenants or their successors in interest may remove their homes from the park as provided in ARS § 33-1485.01. Tenant must provide the Park with a Notice of Removal of Mobile Home from Park not less than thirty (30) days prior to move-out (this time is necessary for management to make arrangements to enable the move-out). A form of notice is available from the management office.

A. Tenant must designate a person or entity that will be responsible for the move-out. If this responsible party is not licensed as a contractor by the Arizona Registrar of Contractors or Department of Housing, a move-out deposit or surety bond of \$2,500.00 or the then-current maximum allowable statutory amount, less any security deposit of Tenant's then held by the Park, must be posted.

B. When the home is removed, all necessary and accessory structures such as sheds, awnings, carports, fences, Arizona rooms and the like must also be removed unless the Park agrees otherwise in writing.

C. When the home is removed, all concrete on the space (including but not limited to patios, the pad on which the home was installed, carports, and driveways), and all landscaping and landscaping materials, must be removed unless the Park agrees otherwise in writing.

D. When the home is removed, the space must be left completely clear and clean, with all holes and depressions filled in with clean fill dirt, so that the space is restored to a condition as if no home had ever been placed on it, and so that it is ready for the placement of a new home.

E. When the home is removed, all holes and depressions must be filled in. The space must be graded and level, and approximately the same level as adjoining lots. If fill dirt is necessary, Tenant is responsible for supplying clean fill dirt.

**IX. MISCELLANEOUS**

48. The Management will make every reasonable effort to provide a clean and safe environment, however, we disclaim any responsibility for any losses resulting from fire, theft, accident or natural disasters. No violation of any law or ordinance of the city, county or state will be tolerated. No activities shall be permitted which would place the management or owner of these premises in violation of the law.

49. FIREARMS AND FIREWORKS. FIREARMS may not be worn in the park or openly displayed except by sworn law enforcement personnel at any time except as provided below (restrictions not applicable to sworn law enforcement personnel). Violation of any of these firearms restrictions by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy. Tenants, tenant's guests and visitors:

A. May carry a firearm in personal vehicles and may store a firearm in a locked vehicle while in the park,



as long as any such firearm is not visible from outside the vehicle.

- B. May have a firearm within the mobile home.
- C. Except when transporting a firearm directly between a vehicle and the home may not carry a firearm in a public or common area of the park.
- D. May not brandish or display a firearm in any common or public area of the property.
- E. May not threaten other residents, occupants, visitors or staff with a firearm, whether the firearm is displayed or not.
- F. May not unlawfully discharge a firearm anywhere in the park for any reason at all.

FIREWORKS of all kinds including but not limited to sparklers are prohibited in the Park. Igniting any kind of fireworks in the Park including but not limited to lighting a sparkler by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy.

50. No Smoking. Smoking is prohibited in all buildings, common areas, Community Facilities and the outdoor areas immediately adjacent thereto. For purposes of this Rule, the term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. "Product" means any organic product including marijuana (including "medical marijuana"). "Smoking" also includes the use of "E-cigarettes" and similar devices that mimic normal smoking by the use of battery powered heating elements that create flavored vapor.

51. The operation of remote-controlled vehicles, aircraft or drones is prohibited. This includes not only the vehicle, drone or aircraft being operated in or over the community but also one being controlled by an individual inside the community. These devices are inherently dangerous and violation of this rule by a tenant or member of the tenant's household or visitor is cause for immediate service of a termination of tenancy notice.

52. Any failure of Landlord to require compliance with or exercise any right pursuant to these Rules and Regulations shall not be construed as a waiver by Landlord of any provision of these Rules and Regulations, and shall not affect the validity or enforceability of any provision of these Rules and Regulations..

53. In case of emergency when the park office is closed call the number below to report the matter to management. If the emergency is a medical, fire or police emergency, call 911. Emergency Management Contact Number: \_\_\_\_\_.