



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 our residents; provide a pleasant and friendly park where our 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.

1. DEFINITIONS

- a. The terms "**residents**" 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 constructive possession of the home 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 stays at the home of a resident with the consent of the resident, but does not stay overnight.

2. OCCUPANCY LIMIT: Base rent is based upon occupancy of the premises by no more than two (2) persons who are owners. Other persons may reside in the mobile home with the owner on a permanent basis. The maximum number of persons that may occupy a mobile home is limited to TWO (2) TIMES THE NUMBER OF BEDROOMS.

3. RENT, FEES, LATE CHARGES, AND NSF CHECKS: Make Checks Payable to: Horseshoe Park, 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 Ten Dollars (**\$10.00**), plus Ten Dollars (**\$10.00**) 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 MUST 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.

- 4. REGISTRATION:** All new residents must register at the park office before moving into the park and must meet the current eligibility requirements of the Park. All residents shall be provided with the Arizona Mobile Home Parks Residential Landlord and Tenant Act. All required park agreements must be executed and are part of the Rules and Regulations. Management has the right to approve or reject a trailer because of its size or appearance, or if they are not compatible with other trailers in the park.
- 5. RESIDENCY:** Pursuant to Fair Housing Laws, this park is designated as an **all age community**. Residents agree to furnish Management all information contained on the mobile home title owned by resident including the name and address of any lien holder listed on such title.
- 6. LOT MAINTENANCE, MOBILE HOME APPEARANCE, UPKEEP & LANDSCAPING:** Residents shall maintain their space in a clean, orderly fashion. Landscaping is required and all homes must 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 lot. 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) must be maintained at a maximum height of three (3) feet. Plants under windows must be maintained at a height below the windowsill. Trees must 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 must be kept off the patio, carport and from underneath coaches, only approved patio furniture allowed on patio. Wood patios must have floor treatment (outdoor carpet, tile, etc.) and be painted-after written approval (by management) of plan submitted by resident. There is no storage of toys, bicycles, wood, etc. on the patio, carport, underneath or behind homes. No digging or forming of burms is permitted without the permission of management. Landscaping is the responsibility of the resident and is to be completed within 30 days of move in. Summer arrangements for yard care must be made if you plan to be away. Any neglected lot will be serviced by the management with a minimum charge of \$20.

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. Mobile home appearance shall be maintained in good condition at all times. Resident shall immediately paint, repair, or replace anything that requires such attention with a ten (10) day notice from manager. Clean up fees may be changed by Management at any time on ten (10) days written notice to tenants.

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

7. UTILITIES

- a. Water, sewer, electrical and gas connections must meet local codes. Park management will not be responsible for any obligations contracted by Resident for repair or maintenance to the property.
- b. Residents may not alter, connect, disconnect, or repair any park or utility company service. Residents remain solely responsible for service connections and related problems between the service post and Resident's home, including maintenance of the sewer lateral to the sewer main line. If Resident plans to do any digging in the yard, management must be contacted first, so that placement of utility lines or pipes can be disclosed. If Resident, his agent or contractor damages any such utility line or pipe, the Resident must repair such damage at his/her expense. Resident shall be responsible for such repair bills incurred by the property and must pay the full sum within ten (10) days following billing. The utility pedestals (meter and utility hookups, including telephone) must be accessible at all times.

- c. To ensure a properly functioning sewer 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 sewer lines caused by Resident's negligence or improper usage or intentional misuse will be the responsibility of the Resident.
- d. NO connections from trailers to park utilities is to be made without consulting management

8. TRASH REMOVAL: All garbage must be wrapped and all refuse must be placed in the proper container provided in the Park. All boxes must be broken down before placing into trash bins. Sanitary and health laws must be obeyed at all times.

If any trash found around or behind the bins and determined to belong to your lot, you will receive a written notice from management and must 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, PRIVATELY OR COMMERCIALY ACQUIRED IS PERMITTED IN THE TRASH BINS.

9. ENVIRONMENTALLY HAZARDOUS WASTES: THE DISPOSING OF MOTOR OILS OR ANY OTHER ENVIRONMENTALLY HAZARDOUS WASTES 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 the park manager. 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) may be kept anywhere on your space. A \$50 clean up fee will be assessed for waste, grease, or oil on the tenant's lot.

10. VEHICLES AND VEHICLE PARKING: All vehicles that belong to residents are to be parked in the resident's off-street parking (or in pre-authorized parking areas agreed to by management in writing). All recreation vehicles (RV's), boats and trailers that belong to residents are not to be stored in the street; they are only to be parked in residents' off-street parking or other management approved space.

Any vehicle dripping oil, gas, brake or transmission fluid must be 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 automobiles on resident's space or anywhere in the park is PROHIBITED. NO PARKING is permitted that blocks easy ingress or egress of other residents or emergency vehicles, OBEY THE NO PARKING SIGNS

NO AUTO'S, PICKUPS, CAMPERS, BOATS, UNLICENCED VEHICLES, VANS OR RECREATIONAL 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 written approval from the management. Autos, pickups, and small vans are to be parked in carports. Noisy motorcycles, motorbikes, ATV's or motor scooters must be walked into and out of the Park. Blocking of driveways at any time is prohibited.

UNLICENSED OR INOPERATIVE automobiles and those with expired registrations shall be taken out of the park unless approved by the manager in writing. The speed limit in the park is ten (10) miles per hour. Resident's service 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 pulled into 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 must be installed within 30 days from the time resident moves into park. Some additions may be constructed but a building permit from the City must be obtained. Any new awning installation will start at the front of the home. ALL SKIRTING WILL BE VINYL, ALUMINUM

OR MATERIAL APPROVED BY THE MANAGER IN WRITING. MOBILE HOMES, AWNINGS, AWNING SUPPORT POSTS, SKIRTING AND STORAGE SHEDS MUST BE KEPT PAINTED AND IN GOOD REPAIR. REMODELING OR ALTERATION OF MOBILE HOMES IS PROHIBITED UNLESS PERMISSION IS OBTAINED FROM MANAGEMENT IN WRITING PRIOR TO THE START OF ANY WORK. ALL USED MOBILE HOMES CURRENTLY IN THE PARK THAT DO NOT MEET MANagements APPROVAL MUST BE MOVED UPON THE SALE OR REPOSSESSION, UNLESS APPROVED BY MANAGEMENT. FENCES ARE ALLOWED WITHIN THE PARK WITH MANAGEMENT APPROVAL. ALL PORCHES, STEPS, ETC MUST BE PAINTED AND BE IN GOOD APPEARANCE. PLANS FOR PORCHES, FENCING AND STEPS MUST 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 written permission from Management. NO SOLICITING distributing of advertising, or door to door peddling is permitted in the park. NO commercial or sales business allowed.

13. NOISE: NO LOUD PLAYING OF RADIOS, TV's, 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.

14. PETS: One (1) pet (subject to written approval of management) will be accepted and a pet fee of **\$10.00** extra per month will be charged. **NO MORE THAN ONE PET WILL BE ALLOWED.** No pet shall exceed 35lb in weight full grown. The manager at their discretion has the right to refuse any pet. **Pit Bulls (including any Pit Bull mix), Bulldogs, and Doberman Pinschers are expressly not allowed.**

PERMISSION FROM THE MANAGER MUST BE IN WRITING BEFORE THE PET IS ALLOWED IN THE PARK. All pets must be registered with Management and a **Pet Agreement** must be executed. Visitors are not allowed to bring pets into the park. In consideration of others, IT IS IMPORTANT FOR THOSE WITH PETS TO OBSERVE THE FOLLOWING RULES:

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

- h. Dangerous breeds of animals such as Pit Bulls, Chows, Dobermans, Rottweilers, and Wolf-Hybrids are not allowed in the park. This includes both full and mixed breed animals, Management's decision as to what constitutes a dangerous breed shall be final and conclusive.

Exceptions to these pet restrictions will be made when reasonably necessary to accommodate the needs of handicapped residents.

15. TRAFFIC & PARKING: THE MAXIMUM SPEED ANYWHERE IN THE PARK IS FIVE (5) MILES PER HOUR. Loud and excessively noisy vehicles are not permitted in the park, ALL GUESTS MUST PARK OUTSIDE THE PARK.

16. VISITORS: A visitor is anyone who visits you in your mobile home. Visiting children must be supervised and accompanied by an adult resident at all times. Residents will be held responsible for any damage or disturbance caused by their family or visitors.

17. GUESTS: A Guest is anyone who stays with you in your home (up to 14 days in a one year period). Guests who are children must be supervised and accompanied by an adult resident at all times. Residents will be held responsible for any damage or disturbance caused by their family or guests. Any guest residing in your home longer than 14 days is subject to new resident screening for park approval and must become a Resident or vacate the property.

18. LAUNDRY: All laundry shall be cared for in the laundry room or in your home. No apparel or laundry shall be hung outside your home. Our laundry machines are not to be overloaded, and clothes must be removed from washers and dryers as soon as clothes are ready. Please keep washing machines clean for the next person by removing loose cloth particles or washing powders. Check machines for cleanliness before using. The laundry room will be open for tenant use between the hours of 7:00 A.M. and 10:00 P.M. Any clothing or other personal items left after closing will be disposed of by the management.

19. SUBLETTING OR SALE: No subletting of mobile homes is allowed. If someone else is going to use your mobile home in your absence, permission must be obtained from management. You are to use your own address and telephone number, not that of the office. Management will not be responsible for you or your guests' mail or telephone messages. If you intend to sell your home, management must 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". We receive calls often inquiring if there are homes for sale in the Park.

20. FIREARMS, WEAPONS, FIREWORKS, AND ALCOHOL: It will be in violation of park rules to wear, carry or discharge firearms, weapons, and fireworks within the park premises, except for licensed peace officers who may be required to wear their firearms. It is also in violation of park rules to carry or consume alcohol in any common areas of the park. This includes common area parks and clubhouse.

21. WINDOW COVERINGS: Blinds, draperies/curtains only are to be used to cover windows. No aluminum foil or newspaper is to be used on windows. Broken blinds or other window coverings, pictures, photos, or signs, which appear unsightly through windows, are not permitted (or should be replaced). Outside screening must be on all windows.

22. ANTENNAS: No new exterior radio or television antennas or dishes, or similar items may be erected on the home or the space except in compliance 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. 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 the receipt of the signal. 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 must be painted a color, which will blend into the background against which the installation is mounted.
- ii. 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.
- iii. All locations, manner of installation, screening and color must comply with these restrictions. The Park must pre-approve locations on the space. It is recommended that all installations be reviewed with park management before actual work commences to ensure that these restrictions will not be violated.

23. CONDUCT:

- a. All residents must sign and abide by the Crime Free addendum. Failure to do so will be grounds for eviction.
- b. 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.
- c. NO drunkenness, boisterous, or immoral conduct will be tolerated. Violation of the rules and regulations is ground for eviction. NO violation of any law or ordinance, any illegal act or reasonable suspicion of one is grounds for immediate eviction under the crime free addendum of the landlord and tenant acts.

24. INGRESS AND EGRESS: Landlord may enter onto residents leased lot for the purposes of reading water meters, inspecting lots for rule compliance, serving notices, and maintaining or repairing utilities.

25. REMOVAL OF A MOBILE HOME FROM PARK

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

- 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) must be filled in and leveled with certified clean fill dirt.
- b. All concrete must be removed and lot raked clean.
- c. All landscaping and trees must be removed completely below ground level.
- d. All structures and fencing must be completely removed and surrounding area restored.
- e. All protruding utility lines, sewer lines, water lines, or conduit must be removed and capped at ground level and all excess utility lines from the meter to the home must be removed. In addition, the electrical must be removed from the pedestal to the home and all interior components of the pedestal shall remain intact. The natural gas line meter must be removed by a certified natural gas plumber and the line must be capped.

- f. All rent and electric and other charges must be paid prior to trailer being removed from the park.

26. SIGNS AND DOCUMENTS

- a. **English version of all contracts and signs relating to the mobile home park always takes precedence over Spanish interpretation of the same rule.**

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 APPROVAL BY LANDLORD. WE (I) ACKNOWLEDGE RECEIPT OF A COPY OF THESE
RULES AND REGULATIONS.

RESIDENT: _____ DATE: _____

RESIDENT: _____ DATE: _____