



**IMPORTANT NOTICE
RULE CHANGES**

January 25, 2016

Dear Resident:

Sun Communities is pleased to have finalized the attached new revised Community Rules. These rules comply with the laws in the State of Arizona and for the enjoyment of our residents.

The new rules will go into effect on **March 1, 2016**. Please discard your previous rules, and review these new rules so you become familiar with any changes from your past rules.

We want to thank you for your residency. Should you have any questions, please contact your Community Office.

Sincerely,

The Management of
Desert Harbor



SUN COMMUNITIES, INC.

**DESERT HARBOR
3700 S. Ironwood
Apache Junction, AZ 85120
"An Age 55+ Community"**

COMMUNITY RULES

Effective Date: March 1, 2016



**EQUAL HOUSING
OPPORTUNITY**

COMMUNITY RULES

Welcome! Thank you for joining our community of satisfied Residents. WE are committed to providing our resident pleasant surroundings within a well-governed, peaceful and attractive Manufactured Home Community.

The Community Rules and Regulations have been created to provide our Residents with a written statement of our Community standards and procedures. Please read the Rules and Regulations carefully. IF you do not understand a particular rule, please ask your community manager to explain it to you.

ACKNOWLEDGEMENT OF COMMUNITY RULES AND REGULATIONS

Prior to admission to this Community, each Resident must sign and acknowledge that he has received and read a copy of the Community Rules and Regulations as set forth herein and any amendments thereto. All terms and conditions of the Lease Agreement are specifically incorporated herein and residents, whether they have accepted or declined to sign the written lease, must comply with such terms and conditions as well as with these Rules and Regulations. Residents agree that they, as well as all other occupants residing in their home and all their guests and invitees, will abide by the Community Rules and Regulations and all federal, state, county, and city/township laws and ordinances. Failure to comply with the Rules and Regulations or other laws may result in the termination of tenancy as provided by law.

1. **GENERAL PURPOSE.** These Community Guidelines ("**Guidelines**") constitute the Rules and Regulations ("**Rules**") under the Mobile Home Act and have been developed with care and adopted to help 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 each Resident respects each other, refrains from acts that might be problematic to others and that everyone works together to continue to make our Community a pleasant place to reside. These Guidelines are hereby incorporated by this reference as part of your Rental Agreement and tenancy.

2. **DEFINITIONS.** In addition to the other definitions contained within these Guidelines and other Community Documents, and unless otherwise specified, the following definitions are applicable to these Guidelines.

- "**Community**" refers to our rental community.
- "**Community Facilities**" refers to the roadways, walkways, common areas, improvements, services and all such other facilities which may be made available, from time to time, to Residents and their guests/visitors.
- "**Home**" refers to any mobile home/manufactured home, RV or park model home (to the extent applicable).
- "**Lot**" refers to each rental lot within our Community.
- "**Resident**" refers to persons who have signed a Rental Agreement as an approved tenant.
- "**RV**" refers to any recreational vehicle or travel trailer.
- The Rental Agreement, Statements of Policy (applicable to mobile/manufactured homes), signs posted within the Community, Guidelines, Rules and all other documents identified in the Rental Agreement (including any amendments to any of the foregoing) are collectively referred to as the "**Community Documents**", and are incorporated by this reference as part of these Guidelines. A violation of any of the Community Documents or the Arizona Mobile Home Park's Residential Landlord and Tenant Act (the "**Mobile Home Act**") shall be treated as a violation of the Guidelines, the Rental Agreement, and tenancy.
- Other capitalized or undefined terms shall be given the same meaning as identified in other Community Documents and the Mobile Home Act.

3. **MANAGEMENT/MISCELLANEOUS.**

A. Potential Residents. All potential Residents must apply for residency, pay an application fee and meet Management's current standards existing at the time of application. Management reserves the right to deny tenancy to prospective residents.

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

C. Management Office. Office hours are posted. Closed: Holidays and special occasions. Residents may call the office during working hours for a private appointment with the Management.

D. Emergency Phone Number. If an emergency, call **911** first.

E. Office Telephone. (480) 288-8876.

F. After Hours Emergency Management Phone Number. (877) 786-6048 (For after-hours emergencies only).

G. During Extended Absences. Residents must:
i. Notify the Management in writing prior to any seasonal or extended absences;
ii. Make arrangements for the care of their home, lot and landscaping (including weed removal, pest and termite control [as applicable]; and

H. Written Approval/Consent. References in these Guidelines 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 the designated property manager or the Community Owner (as identified in the Rental Agreement), as may be applicable, prior to Resident taking action. All approvals are conditional and may be withdrawn after a reasonable period of time or for reasonable cause.

4. **COMPLAINTS/DISPUTES.**

A. Requests/Complaints. In order to effectively serve the Community as a whole (and except in the event of an emergency), issues of concern, 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 person submitting the issue. This process allows the Management to better understand matters brought to their attention, to follow up where necessary, and to determine the validity of a matter. Management depends on all Residents to be responsible and to assist in resolving problem issues.

B. Residents to Resolve Disputes. The law provides the 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 the Management is expressly required by law to intervene.

C. No Discrimination or Harassment. If a complaint of discrimination, harassment or intimidation is received, Management will 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.

D. Complaints Concerning Management. The Management addresses the day to day management of the Community, problems and legitimate complaints. However, if a Resident has a legitimate basis for believing that the Management is not taking appropriate action regarding a complaint, if the Management is the source of a problem, if a staff person has engaged in wrongful conduct, or if you

believe that the Management is treating you unfairly after reporting a matter, you may forward your complaint information directly to the Regional Vice President of the Community at (602) 235-0398.

5. **GUESTS/VISITORS/INVITEES.**

A. Guest/Visitors. These Guidelines are in addition to any Guest and Visitor provisions in the Rental Agreement. A "guest" is any non-Resident who stays overnight in the Community and a "visitor" is any non-Resident who does not stay overnight at the Community.

B. Resident's Responsibility for Others. Residents are responsible for the acts, conduct and damages of their occupants, guests, visitors, vendors, agents, contractors and other invitees or persons at their home/lot with their tolerance (collectively, "**Invitees**"). Should an Invitee fail or refuse to comply with the terms of the Community Documents or the law, or fail to leave the Community at the request of the Management, it shall be deemed a material non-compliance and a Violation or Termination Notice may be served on the Resident. Management reserves the right to have any offending person removed from the Community as a trespasser for the peace and benefit of the Community.

C. Guest Registration. Residents must register with the Management any guest or visitor who will be using Community Facilities, as well as any guest who will be present for more than twenty-four (24) hours in any calendar month.

D. Supervision/Use of Facilities. Guests and visitors shall not use Community Facilities unless a host Resident is also present.

E. 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.

6. **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 7:00 a.m. ("**Quite Hours**"), during which time Residents must ensure that actual or potentially disruptive sounds, including, but not limited to 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 invitees, disturbing noises, and all other forms of disruptive conduct are prohibited. Horns, whistles, bells, etc. are not allowed, except security devices installed at homes, approved by the Management and used exclusively for security purposes (and installed by a licensed contractor in compliance with applicable ordinances, regulations and these Guidelines).

C. Debris and Odors. No rubbish or debris shall be placed or permitted upon or adjacent to any lot, and no odors shall be permitted to arise therefrom, so as to render any such lot or any portion thereof unsanitary, unsightly, offensive or a nuisance.

D. No Interference or Harassment. The following types of conduct are general examples of conduct which are prohibited in the Community:

- (1) Interfering with the Community Owner's contractual relationships, business relationships or Management's ability to effectively manage the Community.
- (2) Language or conduct which threatens, harasses, intimidates, annoys or interferes with the peaceful enjoyment of the Community by others.
- (3) Disturbances of the peace and quiet, the filing or reporting of an unjustified, annoying or frivolous complaint.
- (4) Damage or destruction of property.
- (5) Unreasonable quantities of police or law enforcement visits to a home, lot or Resident for non-emergency matters (and subject to certain exceptions under the law).
- (6) Actions which may be dangerous or may create a health or safety risk.
- (7) Nuisances, waste or unlawful conduct.
- (8) Public intoxication and/or unlawful drug use.
- (9) Wearing, using or displaying weapons of any nature.
- (10) Climbing on or over any fencing, buildings or improvements.
- (11) Devices which generate unreasonable sound which disturbs other Residents.
- (12) Trespassing across other lots.

7. **VEHICLES AND PARKING.**

A. Speed Limit. All traffic signs must be obeyed. Unless otherwise posted, **THE SPEED LIMIT IN THE COMMUNITY IS 10 MPH.**

B. Towing. Vehicles parked in violation of the Guidelines may be towed at the Resident's and/or vehicle owner's expense, and without prior notice.

C. Enforcement. Safe driving, parking and adherence to these Guidelines will benefit everyone. Accordingly, in addition to issuing a formal Violation or Termination Notice, Management reserves the right to impose a fine of \$25.00 for EACH violation, which shall be treated as Additional Rent under your Rental Agreement. Management also reserves the right to restrict, limit or exclude any vehicle which, in Management's determination, is noisy, disruptive, unsightly, problematic, causing a nuisance, or is not in compliance with the Guidelines.

D. Responsibility. Motor vehicles must be licensed, and operated in a safe and cautious manner by licensed individuals. Reckless and unsafe driving is prohibited. Pedestrians, golf carts and bicycles have the right-of-way. Residents are responsible for the conduct of their Invitees.

E. Maximum Quantity of Vehicles. Unless Management otherwise approves in writing, a maximum of two (2) vehicles (plus one golf cart) are allowed per lot, provided that no portion of any vehicle extends into the street or beyond the permitted boundaries of the driveway surface.

F. Parking.

i. Designated Areas. Vehicles shall only be parked in designated parking areas and driveways. **Vehicles shall not be parked on or driven across vacant lots, landscaped, unpaved or undesignated surfaces.**

ii. Parking at Own Lot. Residents must park only at their own lot except when using Community Facilities. Residents shall not park vehicles at the lots of other Residents without approval of the Resident of the other lot.

iii. **No Overnight Parking On The Streets.**

(i) Exception For Temporary RV Parking. Recreational vehicles may be temporarily parked on the road in front of a home in a safe manner for the purpose of loading and unloading only, for a period not longer than forty eight (48) 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.

iv. No Obstructions. Parking must not obstruct access for emergency vehicles, garbage trucks, home movers, or other service vehicles.

G. Vehicle Condition. Vehicles without current license plates or tags, inoperable, stripped, missing any body panels, unsightly, unclaimed, scrapped, junked, discarded, in a dangerous condition, or otherwise deemed problematic by Management, shall not be parked or stored in the Community except in designated storage or parking areas and only with the approval of Management.

H. No Leaking Vehicles. 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 placed on the parking area and Resident must regularly clean the drip pan. Drips and pavement stains created on or in any common area or Community Facility must be promptly removed by Resident.

I. Bicycles. Bicycles are regarded as vehicles, may be used for recreational purposes and are subject to all traffic and parking regulations. No riding or parking is allowed in vacant lots. Bicycles shall not be driven on landscaped areas, grass, Community Facilities (unless designated for bicycles) or vacant lots. If driven after dusk, bicycles must be equipped with a light on the front and a reflector on the rear.

J. No Occupancy. Cooking or sleeping in vehicles is prohibited.

K. Covers. Covers on vehicles are discouraged. If a cover is used, it must be specifically made for vehicles, kept in good condition without tears, must be made of a non-reflective material, and must be tan, gray, soft green brown, or another subdued color. All covers must be approved by Management. Covers must allow the license plate to be visible.

L. Additional Rules for Motorcycles/Motor Scooters.

- (1) The term "motorcycle" shall refer to any and all types of motorized or electric cycles, motor scooters, mini-bikers, mopeds, trailers, utility trailers and other vehicles having two or more wheels which are not otherwise classified as a car or truck. Motorcycles shall be used solely within the Community for transportation (not recreation) and shall not be driven in the Community except directly between Residents' home and the Community entrance/exit using the most direct route between the entrance/exit and Resident's lot.
- (2) Only licensed Motorcycles with mufflers, and legally titled to a Resident, are permitted in the Community. Motorcycles shall not, in the sole opinion of the Management, emit excessive noise.
- (3) No vehicle with a load capacity in excess of one ton shall be kept, stored or placed within the community, except while making regular deliveries.

8. USE RESTRICTIONS.

A. Single Family Residential Use. Each lot shall be used solely as a single family residence. Unless the Management otherwise consents in writing (and which consent may be withdrawn), no occupation, profession, business (including group childcare), trade or other non-residential use shall be conducted on any lot other than those which are merely administrative, or computer or telephone based, nor shall any activity be permitted which creates a nuisance or attracts business, clients, customers, or vehicles to the Community.

B. Excessive Invitees. Residents shall not allow or engage in any conduct that attracts an excessive quantity of Invitees (as defined herein) to the Community, particularly during the designated Quiet Hours.

C. No Risks. Residents shall not engage in or permit any activity or use which may subject the Management, the Community Owner or others to liability, a violation of the law, increase liability risks or the rate of insurance, or cause the cancellation of or the risk of cancellation of any contract or insurance policy.

D. No Use of Community Name. The Community name shall not be used for purposes of conducting business, commercial purposes, associations, organizations, to convey any affiliation with or authority over the Community, or for advertising the sale of automobiles, RVs, homes or any other types of property without Management's written approval. Violations may be enforced by injunctive relief in addition to any other remedies available at law.

E. Holiday Decorations. A reasonable quantity of holiday decorations, in Management's sole discretion, is permitted on each lot. Decorations may be installed up to 30 days prior to the associated holiday and removed within 30 days thereafter, with a maximum display period of 60 days.

F. No Storage on Driveways/Patios/Carports/Limits on Outdoor Furniture. Driveways, patios, carports and lots shall not be used for miscellaneous storage. Driveways and carports are intended for vehicles, not as patios. In order to maintain an appropriate appearance, only furniture manufactured for outdoor use, a reasonable quantity of planters and statuary (as determined by Management), and commercially manufactured barbecue equipment shall be placed outdoors. All such items must be kept in a good and clean condition and visibly pleasant in appearance. Washers, dryers, refrigerators, freezers, household furniture and other such items are not permitted outside of homes.

G. Yard/Carport Sales. Except for Community-wide sales approved by Management, yard/carport sales are not permitted.

H. Machinery and Equipment. Machinery or equipment of any kind (except for residential heating and air conditioning systems) shall not be placed, operated or maintained upon or adjacent to any lot without the consent of the Management.

I. No Trespassing. Trespassing on or through other lots or in Community Facilities outside of designated hours of operation is prohibited.

J. No 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.

K. Stray/Wild Animals. No feeding of stray or wild animals.

L. Water Conservation. Wasteful water practices are prohibited.

M. Outdoor Fire Pit, Open Burning, Campfires, Fireplaces. Local Towns, Cities, and Fire Departments will govern the rule pertaining to the use of outdoor recreational fireplaces within manufactured housing communities. Therefore, it is the responsibility of each homeowner to obtain approval for the use of this type of outdoor equipment from your local Town, City, or Fire Department. We do not allow uncontrolled campfires, fire rings, and any other type of burning that will emit ashes, sparks, etc. into the air. After use, all fires must be fully extinguished with no smoldering or lingering smoke in the air. The only equipment that can be used on a site are the approved fire pits, chimneys, etc., sold to consumers that have spark arresting lids, the firewood is contained with screen meshing, etc.

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

O. No 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, possession or tolerance of a controlled substance.

P. Alcoholic Beverages. Management reserves the right to prohibit or restrict alcoholic beverages in the Community Facilities.

9. **HEATING / AIR CONDITIONING.**

A. Air Conditioners/Heaters. Absent Management's written approval to the contrary, air conditioners and heating equipment must be installed behind or at the rear of a home, or otherwise concealed from the street, and shall not be installed on roofs. Units must not generate excessive noise or vibration.

B. Evaporative Coolers. New or replacement evaporative coolers must be installed at the rear of a home or otherwise concealed from the street, and shall not be installed on a roof. All evaporative coolers must be equipped with a recirculating pump and a float valve.

C. Window Air Conditioners. Window air conditioners will only be permitted in exceptional circumstances where central air conditioning is not feasible, with the written approval of Management and provided that the unit is securely affixed to manufacturers' specifications. Any such unit must be braced from the side of the home (not the ground) in a neat, safe and visually pleasing manner.

10. **IMPROVEMENTS/MAINTENANCE.**

A. Improvements. The term "**Improvement**" shall mean any and all homes, sheds, buildings, additions, driveways, paving, parking areas, fences, walls, rocks, masonry, plants, landscaping, excavation, remodeling, signs, exterior lighting and all other structures and improvements of every type and kind, including any exterior changes to any home, lot or paint color.

B. Driveways/Concrete. Driveways and concrete shall not be painted or coated without written permission from Management.

C. Approval. **NEW IMPROVEMENTS OR OTHER WORK WHICH IN ANY WAY ALTERS ANY EXISTING IMPROVEMENT OR THE EXTERIOR APPEARANCE OF ANY HOME OR LOT (INCLUDING CHANGES OF COLOR), OR THE DRAINAGE OR IMPROVEMENTS LOCATED THEREON, SHALL NOT BE PERFORMED WITHOUT THE PRIOR WRITTEN APPROVAL OF MANAGEMENT.** The concept and design of all proposed Improvements to be performed at any home or lot **must be approved in writing** by Management **prior to the commencement** of any Improvement. This provision does not apply to certain mini-broadcast dishes and video antennas, addressed separately in these Guidelines. Notwithstanding any approvals by the Management, the Management does not represent or warrant that any such Improvements are, or shall be, in compliance with applicable laws or ordinances.

D. Conditional Approval. In every instance, Management's approval of any Improvement or alteration is conditional and may subsequently be revoked if any Improvement is installed contrary to the approval, if there is a change in policy, if the Improvement has not been properly maintained at any time in the future, or after a reasonable period of time or for reasonable cause.

E. Timing. Improvements must be completed within the time frame approved by Management, or Management's consent shall be deemed automatically withdrawn.

F. Legal Compliance. In addition to the requirements contained in the Community Documents, all homes, accessories and Improvements shall comply with applicable federal, state, and local laws 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.

G. Color of Homes and Improvements. The color of any home, roof, 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 will be required to conform to the standardized color scheme.

H. Repair/Maintenance. **Residents 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, aesthetically appealing and sanitary condition as required by law, the Community Documents and the Management.

I. Failure To Maintain. Failure to maintain a home, lot, landscaping, pest control, skirting, utility delivery equipment, or Improvements associated therewith shall be deemed a material breach. In addition to any other remedy of the Management and without waiver of the foregoing, if Resident fails to timely cure such a breach affecting health or safety (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, maintenance or abatement and bill the Resident for all such charges, plus all related costs, all which shall be charged as Additional Rent under the Rental Agreement.

J. Pest Control. To minimize the presence of rodents and other pests, Residents are responsible for taking prompt action to abate and control termites, insects, rodents, bees and other such pests at their lot.

K. Debris Removal. When installing or constructing a home or any Improvement, an area shall be provided for the daily collection and storage of trash and debris, which must be removed on a regular schedule, not less than weekly. Resident shall not allow any nuisance to occur on or adjacent to their lot.

L. 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.

M. Windows. Broken windows and screens must be repaired immediately. Only commercially manufactured window coverings shall be installed in a 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 on or in windows. 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.

N. Home and Size Requirements. The size of a 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. In certain circumstances, variations may be allowed in order to accommodate an irregular lot, to meet requirements imposed by law, to fit small or unusual lots or to eliminate or reduce vacancies.

O. Fences Behind Homes. Fences are allowed with Management approval. Fences must be: picket (not chain link); constructed of a material and color approved by Management; not more than 48 inches tall; cannot exceed the width of the home; and must not be visible from the front of the home.

11. **GARBAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS.**

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

B. Bags and Containers. **All garbage and refuse must be placed in sealed plastic bags** and deposited in refuse containers. All boxes and cartons must be flattened. Plant trimmings and other large items must be broken down before placing into containers. For health and safety reasons, refuse containers must have lids which shall be closed at all times. **No refuse is to be placed outside of refuse containers.**

C. Curbside Pick Up Hours. Where applicable, refuse and garbage containers shall be placed curbside only from 5:00 p.m., the day before scheduled pick-up until 7:00 p.m. the day of pickup. All garbage containers must be removed from curb as soon as possible

D. Hazardous Items. Flammable, combustible, noxious or other hazardous materials of any nature, other than a small quantity of generally recognized household products, shall not be stored in or transported through the Community.

E. No Hazardous Disposal. Oils, fluids, chemicals or any other toxic, flammable, combustible, noxious or environmentally hazardous items shall not be disposed of in trash containers or anywhere else in the Community, and must be disposed of in a proper manner in accordance with applicable environmental laws. All such substances are prohibited in the Community's refuse containers. Individuals violating this policy will be prosecuted to the fullest extent of the law.

NOTE: Many automobile part stores and service centers will accept motor oils and other fluids for disposal.

F. No Rummaging. For health and safety reasons, sorting through refuse containers is prohibited. The removal of any items from refuse containers or dumpsters is strictly prohibited.

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

H. Laws / Contracts. 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 the Community's contract with any waste removal provider.

12. **LANDSCAPE AND MAINTENANCE.**

A. Regular Maintenance Residents are responsible for all property maintenance within their lot. All lots must be kept clean, neat, and free of weeds, debris, trash, etc. Resident shall trim and/or remove any landscaping that interferes with or negatively affects the Community, including, but not limited to, preventing trees or bushes from interfering with water lines, sewer lines, power lines, streets and walkways, other lots, or which is required by law or under any crime prevention program. Odor generating chemicals and fertilizers are not permitted.

B. No Interference. Shrubs, vines, trees, etc., cannot interfere with traffic flow, safety, visibility or brush against adjoining homes, structures or Improvements.

C. Adjacent Areas. Residents shall keep the street area (and sidewalk, if applicable) adjacent to their lot in a clean manner, free of trash and debris.

D. Trimming. If maintenance is performed by persons other than the Resident, all trimmings and debris must immediately be removed by that party at their expense.

E. Trees. Tree removal, trimming and maintenance are the responsibility of Resident. However, no existing tree or plant larger than three (3) feet in height may be killed, trimmed excessively or removed without Management's prior written approval.

F. During extended absences, Residents must make arrangements for the care of their home, lot and landscaping, including weed removal, pest and termite control (if applicable), and provide Management with the name and phone number of the person responsible for the foregoing.

G. Desert Landscaping. Rock or desert landscaping shall be raked regularly and kept free of weeds and debris. Rock must be maintained to be at least 2 inches deep.

H. Grass. Grass is permitted only if it is maintained in good condition, free of weeds, and regularly fertilized, mowed and edged. Additionally, all grass areas must be over seeded during the winter.

I. Inspections. Management may enter lots for management and maintenance purposes and to confirm compliance with the law and Community Documents. If not maintained, management will contract out work and charge residents for reimbursement of the actual and reasonable cost of doing so.

J. Encroachments. Landscaping is not allowed to encroach on any easements and area must be blue staked before installation of approved plants.

13. **SIGNS.**

A. Management Bulletin Board(s). One or more bulletin boards may be provided solely for postings by the Management.

B. Limits on Signs & Postings. Residents shall not place or maintain on their lot or in the Community any signs, banners, advertisements, etc., except such signs as may be required by legal proceedings (and upon prior notice to Management), as approved by the Community Owner or as allowed under the Mobile Home Act. Exceptions:

i. "For Sale" and "Open House" Signs. Each home shall be permitted to place one (1) "For Sale" or "Open House" sign in the front window or on the home. Unless otherwise approved by the Management, such signs shall contain only the following information: the name, address and telephone number of the homeowner or agent. 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 without Managements' written approval.

ii. Resident Bulletin Board. A designated bulletin board is provided for the purpose of listing homes for sale. All posted items must be tasteful and maintained in good condition. Management reserves the right to control, restrict or prohibit the posting of non-conforming items.

iii. Security Signs. With Management's written approval, each lot may have a single neighborhood watch or similar sign and not more than one additional security-related sign not exceeding 8½ inches by 11 inches in size. All such signs must be of professional quality, maintained in good condition, pre-approved by Management and must not create blight or nuisance.

C. Name. Each lot may install a reasonable size, professional quality sign identifying the Resident's name, if pre-approved by Management.

D. Management reserves the right to remove or require removal of non-complying items at Resident's expense.

14. **UTILITIES/CABLES.**

A. Utilities. A home shall not be occupied without all essential utilities properly and lawfully operating. Alternative sources of power and utilities are prohibited (generators, extensions cords, etc.).

B. 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. Lot must be blue staked before approved work begins.

C. No Extension Cords. Extension cords or other utility lines shall not be run to vehicles, RV's or other homes. An extension cord may temporarily be run to a shed, side of the home or RV during loading and unloading.

D. Utilities Valves and Pedestals. Residents must ensure that utility valves and pedestals are accessible at all times. Residents shall not open or modify the utility pedestal on their lot.

E. 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 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. All such work must be performed by licensed contractors unless otherwise approved by Management.

F. Utility Maintenance/Expenses. It is Resident's responsibility to pay for, maintain and repair all wires, pipes, breakers, conduits, sewer lines or other utility delivery equipment from the point of delivery of the applicable utility or, if such utility service is provided by the Community Owner, from the point of entry to the lot or Resident's side of the meter, whichever is closer to the home. Should the meter or service lines be located adjacent to or beneath Resident's home or Improvements, Resident shall be responsible for providing access to these items for reading, repairs, maintenance and replacement, and shall be responsible for removing any obstructions.

15. **PETS/ANIMALS.**

COMMUNITY PET AND SERVICE ANIMAL RULES Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets are subject to a standard monthly pet fee. Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of privileges and/or eviction.

A. Where required, a current rabies tag must be worn by the pet.

B. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to lunging, growling, biting and/or barking at Residents or other pets.

C. Residents are required to clean up their pet's defecation on their site and while walking their pet.

D. When outside, all pets must be kept on a hand-held leash.

E. Pets may not be tied up and left outdoors.

F. Management may require removal of pets that cause excessive noise or disturb other Residents.

G. Management reserves the right to exclude dogs of certain breeds including, but not limited to those commonly referred to as Doberman, Rottweiler and Pit Bull (including Staffordshire Terriers, Staffordshire Bull Terriers, and American Pit Bull Terriers), as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

H. "Beware of Dog" signs are not permitted.

I. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

J. Management adheres to all Fair Housing Requirements regarding Assistance Animals. Please contact Management prior to bringing any Assistant Animal into the community.

K. Residents shall be responsible for ensuring that the pet does not damage property (including sod, landscaping, Management's property and property of others) and Residents shall be solely responsible in the event of any such damage and agrees to pay all costs involved for restoration or replacement of damaged property. All costs incurred shall be considered additional rent. Residents agree to indemnify and hold harmless, and defend Management together with its Residents, invitees, agents, contractors and employees, owners, affiliates and managers, against all liability, Judgments, expenses (including reasonable attorney fees), and claims by third parties, for any injury to any person or to property caused by the Pet.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

16. **COMMON AREAS AND COMMUNITY FACILITIES IN GENERAL.**

A. No Smoking. Unless otherwise specifically permitted in these Guidelines, smoking is prohibited in all buildings, common areas, Community Facilities and the outdoor areas immediately adjacent thereto.

B. No Bare Feet. Except for the pool deck area, proper footwear must be worn at all times.

C. Common Areas. The common areas and Community Facilities 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. Management reserves the right to, at any time, add, delete, modify, alter, close, relocate, substitute, redecorate, repair, restrict (in whole or in part) or regulate any of the Community Facilities.

D. Limitations. Management reserves the right to limit or restrict the use of any facilities or areas.

E. Additional Rules. The signs and rules posted at the Community Facilities and common areas are hereby incorporated by reference into these Guidelines.

F. Gatherings. Meetings and gatherings for non-commercial purposes are permitted with Management's approval. Alcoholic beverages shall not be served unless authorized by Management. All facilities must be returned to a clean and organized condition. The host Resident(s) must be present at all times and are responsible for any damages and clean up. A deposit, insurance and/or cleaning fee may be required.

G. No Abuse. Abusing the facilities or sitting on tables or other items not approved for seating is prohibited.

H. Enforcement. Violators will be responsible for any damages they have caused or allowed, they may be suspended or barred from future use of facilities, and/or subject to a Violation or Termination Notice.

I. No Financial Gain. Common areas and Community Facilities shall not be used by Residents or Invitees for financial gain.

J. Responsibility for Lost or Unreturned Keys and Access Devices. Keys, transmitters, gate openers, codes 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, upon request by Management, Resident may be held responsible for the cost of re-keying or re-coding the applicable locks or devices, providing replacement keys or access devices to replace all outstanding keys or access devices (including those in the possession of others) and reimbursing Management for administrative charges incurred in administering the re-keying, re-coding and reissuance at the rate of \$35 per hour, which shall be charged as Additional Rent.

17. **LAUNDRY FACILITY.**

The laundry is for use by Residents and their registered guests only. Hours are as posted.

18. **CLUBHOUSE/RECREATION BUILDING.**

A. No Smoking. Smoking is prohibited.

B. Hours. Clubhouse hours are as posted at the Community office.

C. Appropriate Attire Required. Appropriate attire is required, including, but not limited to shoes and shirts. Swimsuits and wet clothing are not permitted inside the clubhouse.

D. Shower. The Clubhouse shower is reserved for exclusive use by persons using the pool facilities. The shower is not to be used in lieu of showering at your home.

19. **SWIMMING POOL/WHIRLPOOL SPA.**

A. Guest/Visitor Registration. The swimming pool and spa are for use by Residents and their **Registered** guests and visitors. Guests and visitors must be accompanied by their host Resident when using the facilities. Management reserves the right to limit the number of guests and visitors using the pool facilities.

B. **Important Warning:** **There is no lifeguard on duty. Exercise caution at all times.** All posted signs and safety regulations must be observed.

C. **Spa Warning.** The spa is very warm and may be up to 104 degrees. If you believe the temperature exceeds 104 degrees, please immediately notify the Management. It is recommended that all persons intending to use the spa first consult with a physician. Persons should limit their use to a maximum of 5 minutes and should exit the spa immediately if they should feel uncomfortable, overheated, dizzy, or upon feeling any other abnormal condition.

D. **Proper Attire.** Shoes must be worn to the pool area. Appropriate, commercially manufactured swimming attire is required. Shorts and cut off pants are not permitted. Thong swimsuits and overly revealing swim wear are prohibited.

E. **Prohibited Individuals/Conditions.** 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. Incontinent persons and children who are not toilet-trained are not allowed in the pool or spa unless wearing watertight rubber/plastic swim pants or a swim diaper. Diapers alone are NOT ALLOWED.

F. **Shower/Bathroom.** Persons using the pool or spa must first take a cleansing shower.

G. **Clean Up.** Litter and trash must be properly disposed of.

H. **Toys and Flotation Devices.** 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.

I. **The Following Types Of Items And Conduct Are Prohibited In The Pool Area:**

- i. **Glass containers.**
- ii. Food, gum or drinks of any kind within 4 feet of the pool or spa (i.e., walkways).
- iii. Pets
- iv. **Running, diving, jumping, loud noises, boisterous, disruptive or dangerous conduct.**
- v. 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.
- vi. Smoking.
- vii. Persons under the influence of alcohol, drugs or other intoxicants.
- viii. Language, conduct or music which is obnoxious, harassing, or otherwise problematic, in the discretion of Management.
- ix. Any action which is dangerous or prejudicial to the safety or health of any other person, in the discretion of Management.
- x. Misuse of pool safety equipment.

NOTE: Various of the foregoing requirements and limitations are imposed by law for health, safety and welfare purposes.

20. **MOVE-IN AND SET-UP REQUIREMENTS FOR HOMES.**

Antennas. In order to maintain an attractive community, Residents are strongly urged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas and cable broadcast or master centralized broadcast antennas, which may be provided by management, as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. Outdoor reception devices must be installed on Resident's home or on the ground of Resident's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access property located within the Community. Outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline without prior written consent of Management due to safety concerns posed by winds and the risk of falling reception devices and masts. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted in an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance or use of the reception device. A policy of liability insurance covering such injury or damage must be maintained by Resident and proof of such insurance must be provided to Management. Upon the removal of the outdoor reception device or the termination of Resident's tenancy, Resident must restore the homesite to its original condition. If Resident violates any of the above rules, Management may bring an action before the FCC or any court of competent jurisdiction for declaratory relief and Management may recover from Resident a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, Residents are advised that changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices in the future.

21. **THE RE-SALE OR TRANSFER OF A HOME- IN PLACE.**

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the manufactured home. To ensure that the purchaser(s) of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased site, the following criteria must be met:

1. The exterior physical appearance and condition of the manufactured home and leased site must be in good condition (windows, exterior siding, sheds, lawns, etc.). Therefore, prior to listing the home for sale, you are required to have the management inspect the exterior of your home and leased site to ensure that they are in compliance with the community standards. The inspection is valid for one year. If your home is not sold within that period, a supplemental inspection is required. All items that need repair or correction must be completed, weather permitting, prior to management's final authorization of resale.

2. One For Sale sign 12" wide by 18" long may be placed inside the front window of the home, but only after full repairs and corrections have been completed.

3. If the home is to remain on the leased site, the buyer must meet with the community management, apply for and be approved for residency PRIOR to the closing on the sale of the home. If the purchaser of a home occupies the home without first having obtained Management approval for

residency, the purchaser will be deemed to be a trespasser and may be evicted from the community. The Resident will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home.

4. Any improvements, alterations or additions to the home and/or home site which are to remain on the home or home site following the on-site sale of the home, with the exception of concrete pads, must be sold and ownership transferred to the purchaser upon the sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected by a licensed installer to ensure that they have been properly installed, activated and maintained.

22. **REMOVAL OF HOMES.**

A. **Move-Out.** The Community hereby adopts and incorporates by reference the requirements of the Mobile Home Act, in addition to any other requirements imposed under the Community Documents, with respect to the move out of homes and the clean up and restoration of rental lots upon move out. 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 immediately rentable condition. Management may also require the removal of various plants and landscaping improvements (see Management prior to time of move out). 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 unless Management requests that any specific items remain or unless the homeowner has made request for specific items to remain and Management has consented in writing.

B. Homes shall not be removed from a lot without complying with the applicable laws, the Community Documents, 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. By law, upon the sale or transfer of a home, manufactured before June 16, 1976, Management reserves the right to require the removal of the home. On move out or the termination of a tenancy, and unless otherwise agreed in writing by Management, Resident, their successor and their 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, Community Facilities, or property of others. 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(B), 33-1481(C), 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 contractors, workers, transporters or individuals which Management, in its sole discretion, deems to be uncooperative, unqualified, irresponsible or problematic. Residents are responsible for damages caused by their transporter service and invitees and shall indemnify and hold harmless Owner and Management against any and all claims, suits, liabilities losses, costs or expenses, of any type or nature, related to the removal of the home.

NOTE: Electrical pedestals, other utility delivery equipment, and fixtures owned by the Community must not be removed or damaged.

C. Ground-Set Homes. Dirt or fill, approved by Management, must be brought in and properly compacted and graded to restore the lot to an immediately rentable condition.

23. **CRIME FREE PROGRAM.**

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

B. To the fullest extent permitted by law, Resident's tenancy may be immediately terminated if Resident or Resident's guests, visitors or other 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 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 expressly required by the Mobile Home Act, proof of such a violation shall be by a preponderance of evidence and shall not require a criminal conviction. Management may use all law enforcement reports and information as admissible evidence in enforcing a violation. A single violation of this provision may be deemed a material and irreparable breach. Management may also terminate a tenancy if Resident or anyone residing with Resident is convicted of a felony or any crime involving physical threats or injury, harassment or 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 breach.

24. **ANTENNAS/SATELLITE DISHES.** Unless Management consents in writing, the Community prohibits all antennas, dishes, masts and the like, except for those expressly permitted by law. The term "antenna," as used in this Section, refers only to those video antennas, dishes, and masts expressly permitted by law.

A. Installation. To best maintain the attractive appearance of our Community (which can affect the value of your home), Residents are to refrain from installing any antenna which may be visible from other homes or common areas. If an antenna is installed, it must be installed in compliance with: the manufacturer's instructions; all applicable state, local or other building codes; in a manner that does not obstruct or impair the visibility of or from streets, sidewalks or driveways; and in a secure manner (including protection against winds, where applicable) so that it does not pose a safety threat to persons or property. Antennas cannot be located on or encroach on: Community Facilities or other restricted access areas; neighboring lots; and streets or fire lanes. If an antenna poses a risk to the safety of persons or property, Management may pursue legal action to prohibit the installation or continued presence of the antenna.

B. Compliance. If Resident violates these Guidelines or the applicable federal rules, the Landlord may, after giving Resident notice and an opportunity to be heard, bring an action against the Resident with the Federal Communications Commission or in any court of competent jurisdiction. To the extent that future laws, rules or regulations are enacted which would permit greater restrictions on the size, location or appearance of an antenna, Management reserves the right to enact such rules and to enforce such future laws, rules or regulations.

25. **LEGAL AND MISCELLANEOUS MATTERS.**

A. Transfer, Subletting and Assigning. Except as otherwise provided in your Rental Agreement, Resident shall not transfer or assign any interest under their Rental Agreement or tenancy. However, sub-leasing is permitted on the following conditions:

- i. Resident must submit to Management a written notice of intent to sublease not less than thirty (30) days prior to the anticipated sublease commencement date;
- ii. The prospective sub-tenant completes a tenancy application, pays any related charges, meets the standard tenancy criteria and is approved by the Community Owner;
- iii. Resident and the sub-tenant have a written sublease in a form approved in advance by the Community Owner, and specifying that the sub-tenant's right to occupy the subject lot shall cease if there is a violation of the Community Documents or this subleasing policy.
- iv. The sub-tenant shall execute a copy of the Community Guidelines, Architectural Standards, Pet Agreement (if applicable) and any other documents requested by Management;
- v. Payment of rent and all other financial obligations to the Community are made by the Resident of record (payments directly from sub-tenants cannot be accepted); and
- vi. The Resident will remain responsible for the conduct of the sub-tenant and their Invitees.
- vii. Any attempts to sub-lease without strictly complying with the foregoing shall be deemed unapproved, null and void.

B. Modifications. The Community Owner reserves the right to revise, add, delete or otherwise modify the Guidelines and the Community Documents, from time to time, as is necessary to advance the best interests of the Community, Residents, the Community Owner and/or Management. In order to operate the Community, the Community Owner, Management and their employees, representatives, agents, contractors, and persons operating at their direction are exempt from the Guidelines, the Community Documents and other obligations except as expressly required by law.

C. No Waiver. Management's waiver, inability or failure in one or more instances to insist upon or obtain strict compliance with the terms, conditions or provisions of the Community Documents shall not be construed as a waiver or relinquishment of any right to fully enforce the Community Documents.

D. 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 the Management office. The Community Owner and Management shall not be liable for variances between the map and the actual location of 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 by Management. 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.

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

F. Severability. Should a tribunal of competent jurisdiction determine that any language in these Guidelines, the Community Documents or any addendum thereto is invalid or unenforceable, the offending language shall be stricken and the remaining language shall survive and remain in full force and effect.

G. Fair And Expansive Meaning. The words and phrases used in these Guidelines and the Community Documents shall be given their fair meaning and are to be liberally and expansively construed to meet the intent of the Guidelines and the Community Documents as a whole, so as to maximize the rights and remedies of the Management and the Community Owner to properly manage, supervise and control the Community, and to provide for the greater good of the Community. Any citation, grammatical, typographical or other 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.

H. Proof of Tax Payments. Resident shall timely pay all taxes and assessments, including, but not limited to, taxes and assessments levied against Resident's home, improvements and/or personal property located on a lot. The Landlord may, at its sole option, pay any such delinquent taxes on behalf of Resident, which amount shall be billed to Resident plus an administrative charge of not less than **\$25.00**, which shall be charged as Additional Rent. If requested by Management, Resident must provide within 30 days, in a form acceptable to Management, proof that all tax assessments due have been paid and that no taxes are delinquent. Failure to keep all taxes current and to timely furnish proof of payment is a material breach.

I. Security/Deterrents. Residents are responsible for their own security and protection of personal property. The Community Owner and Management do not assume a duty to provide security, security guards, devices, services or patrols within the Community (collectively "**Deterrents**"). If and to the extent that any Deterrents are provided nonetheless, said Deterrents shall be solely for the benefit of the Community Owner and its property. No representation or warranty as to the competency or effectiveness of said Deterrents is made, and neither Residents nor any third parties shall have the right to rely on any such Deterrents.

J. Contradictions. Should a contradiction arise between these Guidelines or other Community Documents and the Mobile Home Act or other applicable laws, the terms of the Mobile Home Act and the law shall control.

K. Breaches. 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.

L. Management Limitations. Except as authority or discretion is specifically granted in the Rental Agreement or other Community Documents, Management is **NOT AUTHORIZED without taking the proper legal steps (30 day notice)** to modify (verbally or in writing) the terms and conditions of the Community Documents. **Any transactions or modifications made contrary to the foregoing are not authorized and shall not be binding on the Community Owner.**

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