

# VISTA DEL NORTE MOBILE HOME ESTATES

Rules and Regulations

Statements of Policy

January 2008

## **Rules & Regulations**

These rules and regulations were compiled in accordance with the “ARIZONA MOBILE HOME PARKS RESIDENTIAL LANDLORD AND TENANT ACT” in order to obtain the following objectives:

- To ensure fairness to all residents.
- To protect the rights and properties of all parties.
- To make your stay here a safe and pleasant one.
- To maintain Vista Del Norte (the “Community”) in a first-class condition.

### **I General**

1. All residents must register at the office upon arrival. The manager of the community will provide all forms required for move in. Prior to moving into any home, all prospective residents 18 years of age or older must register at the office and all necessary forms including the Application for Residency must be properly completed and processed. Specific criteria established by management must be met in order for approval. Also, the names and ages of all minor occupants must be disclosed in the rental agreement. All homes must have a properly completed Mobile Home Registration Card on file in the office.
2. The home and all residents must be approved before move-in. All homes must be owner-occupied for residential use only. Occupancy in the community is limited. No more than two (2) persons per bedroom, plus one (1) additional person per 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. A bedroom is not a den, family room, living room, closet, or other room which has been or could be converted into a bedroom.
3. Residents shall provide management, prior to entering into the rental agreement, a current copy of the home title or other sufficient evidence of ownership, which indicates legal owner, any lienholder(s) and serial or identification number.
4. All rents are payable in advance on or before the 1st day or the 15th day of the month, according to the lease agreement. Rents are delinquent 7 days after due date. Late charges for delinquent rents are provided for in your rental agreement. All rents are payable at the management office. Use of the drop slot is at the tenant’s risk. **Management cannot accept cash.**
5. No rent refunds will be made for partial months.
6. Rent includes use of all community social and recreational facilities. Please check with the office to reserve the clubhouse for private functions. Rent must be current to use clubhouse.
7. A guest staying overnight must register with the office. Guests must be approved by the office prior to using the pool and other community facilities. The resident will be responsible for the conduct of their guests at all times.
8. No pets are permitted in the community.
  - A. Any other animals must be requested to the community office and approved before obtaining.
9. Loud parties, excessive volume of radios, televisions, or musical instruments will not be allowed. Extra courtesy **must be** shown between the hours of 9PM and 8AM.
10. No alcoholic beverages are to be served or consumed in any community common areas including, but not limited to clubhouse, pool and pool area, playground, parking lots, and streets.
11. All residents must observe the following:
  - A. Parents/guardians are responsible for the supervision of their children at all times to ensure their safety in the community.
  - B. Residents or guests are not allowed to play, enter, or cut across any home sites (occupied or vacant) for which they do not have permission.

12. Residents are not permitted to alter, tamper with or repair any park gas, water, sewer, television, or telephone facilities. Please contact management if there is a problem.

13. Water usage must be kept to a reasonable amount. Water waste can result in a fine (compensation) at the discretion of the management. Vista Del Norte reserves the right to make changes to utility system / payment method, etc. at any time.

14. This community or its address must not be used for the purpose of advertisements or sale of merchandise. No private business may be conducted in the community by anyone. If you are solicited in the community, please notify the office at once. No more than 2 yard or carport sales are permitted per 90-day period.

15. Special rules pertaining to the pool, clubhouse, and the equipment, and facilities therein are posted at those locations. Those special rules constitute a part of these rules and regulations, and violation of them will be treated as a violation of these rules and regulations.

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

## **II Home and Homesite Control**

1. Each Homesite will remain under the direct control of the management. Homesite boundaries are approximated on the office map. Management reserves the right to modify home sites without any modification to Homesite rent rates. Standard lawn furniture, bicycles, barbeque, storage shed, a manufactured clothesline and outdoor play sets (all of which must be kept in an attractive and well-maintained condition) are the only items permitted to be stored outside the home. Tenants shall maintain their Homesite in a clean and orderly fashion and care for all plantings, trees and shrubs. Plantings may not be removed without management's 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 resident's home) to verify compliance with these rules.

2. It is the resident's responsibility to make arrangements for upkeep and maintenance of their home and Homesite before leaving for extended periods and notify the manager of such arrangements before leaving. Should a Homesite be in need of care, resident will 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 the tenant will be charged, or the rental agreement terminated.

3. Residents are responsible for pest control in their home and on their Homesite, including, but not limited to, bees, insects, squirrels, rats, mice, etc.

4. Each Homesite must be attractively landscaped and well maintained on all sides. Ground must be covered with either grass, plain soil, or an approved covering other than gravel (gravel will not be approved). Management must approve the type and location of all trees planted. Installation of landscaping requires management's prior written approval of your Homesite plan.

5. All improvements and alterations to the Homesite and home require prior written approval of management. Any digging in the park must have prior 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 community requires initial specifications for improvements, accessories and equipment consist of: Full manufactured skirting, minimum 8x40 patio awning, the hitch removed, manufactured steps with handrails, and Homesite landscaping.

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 Homesite may have a maximum of two (2), minimum of one (1) storage shed with a combined maximum of one hundred (100) square feet and may not be placed on driveways so as to obstruct required parking.

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 community shut-off valves is located on the resident’s Homesite, it must be kept visible and accessible at all times.

F. If there is a mailbox pole on the resident’s Homesite, it must be kept accessible at all times, and landscaping be kept up around it.

6. Each resident shall maintain his Homesite, home and all improvements (including the maintenance and trimming of all shrubbery, lawns, and landscaping) to reflect a clean, attractive, and well-kept appearance at all times. Should a Homesite be in need of care, resident will 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 the resident will be charged, or the rental agreement terminated.

A. Residents shall maintain all accessories, equipment, structures, and appliances attached to or placed thereon in good condition and repair. This obligation includes any such items which are missing or damaged to the point they cannot be repaired, and the repainting of the home and improvements when they are reasonably in need of repainting. Residents must obtain color approval from management prior to repainting 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 non-dissolvable or foreign objects down toilets, sinks, or garbage disposals. The costs of clearance of stoppages or repairs of sewer lines caused by resident’s negligence or improper usage or intentional misuse, are the responsibility of the resident.

D. Resident is responsible for disposing from his Homesite all rubbish, garbage, and other waste in a clean and safe manner. The community provides ~~city~~ garbage and recycling pickup weekly from assigned ~~city~~ trash containers. It is the resident’s responsibility to follow all the rules ~~set down by the city~~ concerning the trash/recycling bins. All trash and recycling containers must be situated on resident’s Homesite so that they are not visible from the street.

E. The community provides an additional pick-up service of yard trimmings, boxes, and other small items that won’t fit in the trash barrel. If the Resident wishes to have items such as furniture, electronics, appliances, etc. hauled away, there will be a charge of \$5 for items smaller than 3’ wide, 3’ deep, 3’ tall, and a charge of \$10 for items bigger than that. Before these items will be hauled, they must be approved by management. Management reserves the right to refuse this service, in which case, the tenant is responsible for item removal.

F. All personal property of residents must be stored in an appropriate storage shed or in the home. Except for standard patio furniture, barbeque equipment, outdoor play sets, a manufactured clothesline, and 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, patios, or porches without management approval. 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, or such items which are unsightly in appearance.

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

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

I. Nothing is permitted to be hung outside of the home or storage shed to dry, to air or for any other purpose, unless it is hung on a properly installed, manufactured clothesline.

J. Windows must be kept in good repair; any broken windows must be replaced in a timely manner. Proper window coverings are mandatory. Aluminum foil, cardboard, plywood, sheets, towels, or similar materials are not permitted in the windows or doors of the home.

K. Trampolines and jumping castles are not allowed.

### **III Homesite Improvements**

1. When resident is moving his home onto a vacant Homesite he is required to landscape it based on plans submitted to and approved by management. Proposed plant material must be clearly defined. Landscaping must be started within 45 days and completed within 90 days of move in.

2. When resident is moving his home onto a vacant lot these improvements are required at the sole discretion of the management: walkways made of concrete or colored decorative stone tiles. Also, scalloped brick containment border around lot are required at sole discretion of the management.

### **IV Vehicles**

1. Vehicles must be insured and registered. Management may require proof of insurance and registration.

2. Except for minor repairs, which take less than one day, repairing of automobiles, trailers, boats or other similar equipment and vehicles is not permitted in the community. No engine or transmission overhauling or removal, no body repair work or any other automotive work is permitted in the community.

3. Washing of automobiles, trailers, boats or other similar equipment and vehicles is not permitted in the community.

4. Vehicles with “for sale” signs may only be parked in respective residents’ carports or garages.

5. Vehicle speed limit is 15 MPH and is posted for safe traffic movement and must be observed. Residents caught speeding may be fined at the discretion of the management. **CAUTION, WATCH FOR CHILDREN AT PLAY!**

6. 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 community by any unlicensed persons. All vehicles operated or parked in the community must be properly licensed. Tenant, tenant’s occupants, and invitees must obey all posted traffic control signs (e.g., Stop signs, No Parking signs, Speed Limit signs, etc.)

7. Motorized mini bikes and scooters shall not be driven in the community. Motorcycles, may be permitted provided that they do not, in the opinion of management, emit excessive noise and provided that they are used solely for transportation and are licensed to be operated on the highways of Arizona. Absolutely no ATV’s, dirt bikes, go carts, or the like shall be operated within the community. ATV’s, dirt bikes, go carts, or the like must be parked out of sight on the Homesite.

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

9. Parking spaces for two (2) conventional vehicles are provided at each Homesite. No more than three (3) vehicles per household are permitted. Parking is not permitted on resident’s lawns or in their yards. Except for temporary loading and unloading, there is **NO PARKING ALLOWED IN THE STREETS** of the community. 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. Residents must park in their driveways. If the driveway is full and the resident has gravel directly in front of their home, a car may be parked there, as long as it is not touching the street.

A. Parking of any non-operable or unlicensed vehicles, etc. is not permitted in the community. Non operable vehicles, being defined as stationary for more than seventy-two (72) hours or in a state of disrepair rendering the vehicle unable to be driven.

B. Violation of the “Parking” rules may result in towing at owner’s expense. If there is a car parked in front of your home that does not belong to you, please report it.

## **V Clubhouse**

- To use the clubhouse, a reservation must be made in advance.
- A \$100 cash deposit is due when keys are picked up (during office hours).
- Tenants must be current on rent and all fees in order to use the clubhouse.
- Tenant must be present at all times during clubhouse use and are responsible for their guests' actions.
- The guests must remain with the activity at all times and cannot stray through the park.
- No more than 10 vehicles (Remember that the parking lot is for the guests of other tenants as well).
- No alcohol is permitted in or around the clubhouse (that includes beer, wine, wine coolers, etc.).
- Noise must be kept to a minimum, no DJ, no band, no loud music, no heavy bass, no sound systems (if neighbors can hear your music, it is too loud). The gathering must be extra quiet at 9 pm.
- Clubhouse must be vacated and clean by 10 pm. (Not still being cleaned after 10 pm).
- Tenants using the clubhouse are responsible for picking up after themselves & their guests and for leaving the premises & vicinity in a clean and orderly state.
- All lights and AC/Heaters must be turned off and doors locked when leaving.
- Doors must remain closed while AC/Heaters are running.
- The pool is not to be used by anyone using the clubhouse. CAUTION: keep children out of pool area. Anyone entering the clubhouse must be properly dressed in street clothes. Running or horseplay will not be tolerated in the clubhouse.
- No smoking is allowed in the clubhouse.
- Do not park on the grass by the clubhouse; vehicles must remain on pavement. No activity is allowed that leads to a vehicle to come onto the grass.
- No jumping castles.
- Failure to follow these rules will result in immediate termination of the event and/or loss of deposit.
- All damages above and beyond \$100 will be billed to the responsible tenant.
- The clubhouse is closed on holidays that are observed by the office.
- Do not use any cleaners on the floor other than water.

## **VI Pool and Common Areas**

1. The swimming pool is for the use of tenants and their management approved guests only. Guests must be accompanied by their host and lease-holder at all times. Residents may not bring guests unless approved by the management.
2. Pool rules are posted pool side and are strictly enforced. Anyone who violates the posted rules will lose their pool privileges.
3. No food, drink or glass containers are permitted in the pool area.
4. Alcohol, smoking, music, or profanity is not permitted in any of the common areas.
5. All pool users are to call or text the office (520-887-5581) before entering the pool area to state their space number and who will be there.

## **VII Guests**

1. Guests and visitors shall be the sole responsibility of the resident inviting the guest, and each guest shall be subject to the same Rules and Regulations as resident.
2. Guests using the community facilities must be accompanied by a responsible resident.
3. Guests and visitors are not permitted to bring animals into the community.
4. Guests are limited to a maximum stay of thirty (30) days in any twelve (12) month period. After that, they become residents and are subject to community approval after submission of an application for residence.

### **VIII Sale of Home**

1. One "For Sale" or "Open House" sign, not to exceed 12 x 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.
2. Current Residents should notify the Manager when they decide to put a home up for sale. Also, when there is a prospective buyer, tenants should 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 to the community.
3. Residents cannot guarantee prospective buyers will be approved for residency. If the buyer does not qualify and the sale of the home is finalized, the home must be moved from the community at the time of sale.
4. Residents should meet with management to determine what upgrades, if any, must be done to bring the home to community 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.
5. Management may require a home being sold, to be removed from the community if (1) the home cannot reasonably meet standard specifications determined by the community for that home site, or (2) if the home is in rundown condition or in disrepair in the judgment of management.

### **IX Removal of Homes**

Residents and their successors in interest may remove their homes from the community as provided in ARS §33-1485.01. Residents must provide the park with a Notice of Removal of Mobile Home from Community 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. Residents 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 Registrar of Contractors or Department of Fire, Building, and Life Safety, a move-out deposit or surety bond of \$1,000 less any security deposit of Tenant's then held by Management, must be posted.

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

C. The Homesite must be left clean, free of trash, and building materials. The concrete slab(s) or patio(s) must be removed and all construction debris cleared away.

D. All holes and depressions must be filled in. The Homesite must be graded and level, approximately the same level as adjoining Homesite. If fill dirt and/or soil is necessary, Resident is responsible for supplying clean fill dirt and/or soil.

E. All landscaping must be left as it is, unless the tenant planted it. In that case the tenant may take it with them or the management may require its removal.

### **X Miscellaneous**

1. The office will be open as posted at the office. Complaints, requests, and suggestions must be made in writing. Incoming telephone messages for residents will be accepted only in the case of an emergency. The managers of the community are Dennis & Jody Walsh and they reside at 1111 E. Limberlost Dr. #261.
2. Clubhouse, Playground, Basketball court, Ramada, and parking areas hours: 6 AM to 10 PM.  
Standard pool hours (seasonal): 9AM to 8PM (occasional changes will be posted at the pool).  
East Gate open: 7AM to 9 PM (if the gate is closed during these hours, please notify the office).
3. The management will make every reasonable effort to provide a clean and safe environment, however, we disclaim for

any losses resulting from fire, theft, accident, or natural disasters.

4. 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.

5. In case of sewer/plumbing emergency (outside your home) or other emergency, call **520-222-8873**. If the emergency is medical, fire, or police, call **911**.

6. The Management cannot modify any rental documents, Rules and Regulations, or Statement of Policy. Any changes made to the contrary are not binding to the owner.

### STATEMENTS OF POLICY

**THIS DOCUMENT EXPIRES** November 1, 2014. It will automatically renew for additional one-month periods on the 1st day of each Month unless modified or terminated on proper notice.

Resident agrees to comply with the Statements of Policy of Vista Del Norte Mobile Home Estates as follows:

A Resident's failure to conform to the requirements set forth in these Statements of Policy may be deemed an adequate basis for landlord to deny rental or after rental, will be deemed a default under the Resident's rental agreement.

These Statements of Policy are valid and in effect until the expiration date set forth above.

1. Classification of the Park: This mobile home park is an all-age community.
2. Change in Use: Landlord has no specific plans to implement a change in use for the mobile home community during the term of these Statements. However, landlord expects that a change in use of individual spaces within the park or of all or a portion of the park could take place at any time.
3. Changes in Rent: Rents are established by the landlord to cover all costs of operation of the community and to return to landlord what landlord considers to be an acceptable return on investment. Rentals may be adjusted at the time of renewal of rental agreements upon written notice of no less than ninety (90) days, by the landlord. There is no particular method used by landlord to calculate rent charges. In addition, landlord may at any time increase rent to compensate landlord for increases in landlord's costs of insurance, taxes, and or utility rates.
4. Right of First Refusal: Landlord reserves the right to sell the mobile home community to any buyer of landlord's choice. Resident's, either individually or collectively, do not possess any right of first refusal.
5. Size Specifications:
  - A. The dimensions of homes permitted in the community shall vary by homesite, and shall be determined by Manager or Owner.
  - B. Homes must be constructed no more than 2 feet above ground level.
  - C. Any home that is moved into the community must be in excellent condition, condition to be determined by Manager or Owner.
  - D. The Landlord may impose greater restrictions in some portions of the community than in other portions. The foregoing applies to the entire community, but certain portions may be more restrictive than others.
6. Required Improvements: As a condition of Residency, all Residents must make such improvements to their homesite as are necessary to enable their home to be set up in a manner to be occupied, to comply with all applicable codes and ordinances, and so that it is compatible in appearance with other homes in that portion of the park in which their home is located. The landlord does impose requirements with respect to awnings, skirting, storage sheds, hitches and other appurtenances which are specifically set forth in the community rules and regulations. All homes must have skirting and awnings that meet the criteria set forth in the community rules and regulations.



7. Permanent Improvements: As a condition of Residency, new Residents moving homes onto a vacant homesite in the community must make certain improvements to that homesite and must thereafter maintain these permanent improvements. This includes, but is not limited to landscaping, containment borders and walkways, as spelled out in the Park Rules and Regulations.

8. Notice Concerning Insurance: The Park does not provide insurance coverage for tenant mobile homes. Insuring the mobile home is the tenant's responsibility.

9. Policy Concerning Subleasing: The Park does not allow subleasing. Tenants/owners must occupy the home on the space they rent and must provide the park with proof of their ownership of the home.

10. Right of First Refusal: If during the term of this Agreement or any extension thereof, the Owner shall accept an offer to purchase Owner's mobile home or if Owner intends to enter into an agreement for the sale of said property, Owner shall first give Park written notice setting forth the name and address of the prospective buyer, the purchase price, and all the terms and conditions of the proposed sale. Owner shall attach a true and accurate copy of the purchase offer to the notice. After delivery of such notice, Park shall have the right to purchase the property upon the same terms and conditions. The right of first refusal shall be exercised by certified mailing or personal delivery to Owner within 72 hours of receipt of notice. Should Park elect not to purchase on such terms and within said 72 hours, the right of first refusal shall be deemed expired, and Owner may proceed to sell the property upon the terms and conditions set forth in the notice to Park. This provision shall not apply to sales by Owner to individuals who intend to keep the mobile home on the premises, who intend to reside therein for a period of twelve months or more, and who make application to Park for approval as tenants and who are in fact approved. **Owner acknowledges and agrees that this right of first refusal is a material term of this Agreement and that in its absence the rent provided for herein would be significantly higher.**