

RED BARN MOBILE HOME PARK

RULES AND REGULATIONS

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

I. GENERAL

1. All tenants must register at the office upon arrival. A Rental Agreement signed by Tenant and Management is required before the space may be occupied. All rents are payable in advance, on or before the 1st day of each month and are delinquent if not paid by end of business day on the 5th day of each month. Late charges for delinquent rents are provided for in your rental agreement. All rents are payable at the management office. Use of the after hours drop box, if any is provided, is at the tenant's own risk.

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

3. Tenants and/or their guests are not allowed to play on, enter, or cut across any lots (occupied or vacant) for which they do not have permission.

4. Tenants are not permitted to alter, tamper with or repair any Park gas, water, sewer, television or telephone facilities, service connections or equipment. Contact management if you have a problem.

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

6. Loud parties, excessive volume of radios, televisions or musical instruments will not be allowed. Tenants and their guests and visitors may not disturb the quiet enjoyment of other Park residents.

7. Tenants are responsible for their own conduct and for that of their occupants, guests, visitors, and invitees. Tenants and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable and respectful manner at all times in the Park. Offensive or inappropriate conduct towards other tenants, occupants, guests, visitors, invitees, or towards Park management, employees, or staff will not be tolerated and is grounds for termination of tenancy. Tenants, tenants' occupants, guests, visitors, and invitees may not yell, curse at, or behave inappropriately towards Park management or staff. Any damage of or vandalism to Park common areas or property is grounds for termination of tenancy, and Tenants will be responsible for paying the cost to repair any such damage or vandalism.

8. No door-to-door solicitations of any kind are permitted. While meetings at tenant spaces are not affected by this rule, a solicitation by one tenant without prior invitation of another tenant is prohibited by this rule. If you are solicited in the Park, please notify the office at once. Carport sales conducted by tenants are permitted only to dispose of personal property of residents on a non-commercial basis.

9. Special rules pertaining to the Park's common area facilities 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.

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

II. LOT AND HOME CONTROL

11. Each space will remain under the direct control of the management. Tenants shall maintain their space in a clean and orderly fashion and care for all plantings, trees and shrubs. Tenants are responsible for maintaining trees located on Tenants' space, including trimming. 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 to verify compliance with these Rules.

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

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

14. Homes coming into the Park must be new. Management may make exceptions and allow other than new homes meeting the Park's design and applicable criteria. All improvements and alterations to the space and home require prior written approval of the Park. 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 Park required initial specifications for improvements, accessories and equipment consist of: wood siding; shingled, peaked roofs; full manufactured skirting all around the

home; all decks, porches and additions (skirting may consist of extending the homes vertical hardboard siding to ground level with horizontal cover molding, or full vinyl skirting kit. T-Lok tape only skirting kits allowed); the hitch removed from the home; manufactured steps with handrails and lot landscaping. Awnings must have aluminum posts with two or three band unitizing, must be full length and satisfy the Uniform Building Code. Steps must be installed at the second entrance to the home. Each home must have a porch or raised deck of approved material and must be (a) built of decking material and professionally finished or (b) covered with outdoor carpeting. Decks and porches must be surrounded by railing as required by code. These initial requirements must be installed within 60 days after entry into the Park.

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

C. Each space may have a storage shed but may not be placed on driveways so as to obstruct required parking. Sheds may only be placed on driveway side of home and the location must be approved by Management, in writing, prior to installation. Sheds must be constructed of wood or from a pre-built metal kit. Shed color must match or compliment the home. All construction must be completed within 30 days after Management approval.

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

E. The utility pedestals and all service connections must be accessible at all times. If one of the Park's shut-off valves are located on the Tenant's space, it must be kept visible and accessible at all times. All utility conditions must meet local codes and park standards at all times.

15. Each Tenant shall maintain his space, 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. If the space is not maintained properly, management will issue appropriate notice and if not corrected Management may correct the condition and charge accordingly or terminate the tenancy. Proposed landscaping must be approved by management, in writing, prior to installation.

A. Tenant shall maintain all accessories, equipment, structures and appliances attached to or placed thereon in good condition and repair. This obligation includes the replacement of any damaged or cannot be repaired structures, and the repainting of the home and improvements when they are in need of repainting. Tenant must obtain color approval prior to re-painting of mobile home.

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

C. The costs of clearance of stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse, are the responsibility of the Tenant.

D. Tenant is responsible for disposing from his space all rubbish, garbage and other waste in a clean and safe manner. Trash must be bagged and sealed before disposal. Any trash containers on the Tenant's space must be situated so that they are not visible from the street.

E. All personal property of Tenant must be stored in an appropriate storage shed or in the home. Except for standard patio furniture, barbecue equipment and operable bicycles (all of which must be kept in an attractive and well-maintained condition).

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

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

H. No full or partial fencing of spaces is allowed unless pre-approved by Park management in writing.

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

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

K. All homes must display house numbers that are of a type, size and design to be easily seen from the street.

L. **Trees on the Tenant's space are part of the space. Pursuant to A.R.S. § 33-1451(A), Tenant is responsible for maintaining trees on the space including trimming as necessary to ensure the health of the tree and to avoid safety hazards.** Landlord is responsible for trees in the common areas. Tenant may not remove or disfigure a tree without written permission from Management. Unauthorized removal or destruction of a tree on the space not originally planted by Tenant constitutes destruction of valuable Landlord property and can be cause for immediate eviction.

III. VEHICLES

16. All vehicles operated in the Park 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.) Only licensed drivers may operate vehicles in the Park.

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

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

- A. Vehicles which do not display current vehicle registration decals are deemed non-operable.
- B. Violation of these "Parking" rules can result in the vehicle being towed away at the owner's expense, or in receipt of a notice of termination of tenancy.

IV. PETS AND OTHER ANIMALS

19. In the case of park-owned homes, no pets may be acquired within the home without permission of management. All pets must be pre-approved in writing by management and be registered at the Park Office. A pet here is defined as a domestic dog or cat. Except for small birds, other animals are prohibited. Non-compliance with pet rules may result in the resident being asked to remove the pet from the Park or in termination of the tenant's lease agreement.

- A. Breeding of animals is not permitted. Pets cannot be left unattended with or without a leash on the porch or outside the home and may not be walked in the park unless controlled on a leash. No dog runs or outdoor enclosures may be installed on the rental space.
- B. Pet droppings on or off tenant's lot must be cleaned up immediately by tenant. Pets are not allowed in common areas.
- C. Guest and visitors are not permitted to bring animals into the park.
- D. Barking, growling, snarling, crying, howling and other noises which disturb other tenants are cause for revoking permission to keep a pet.
- E. Pets shall not be allowed to enter another tenant's home site, flowerbeds, shrubs or yard. Each tenant is responsible for complying with all applicable state, city and county requirements with respect to licensing, vaccinations and lease laws.
- F. Dangerous breeds of animals will not be allowed. In the case of dogs, dangerous breeds include but are not limited to Chows, Dobermans, Rottweilers, Wolf-hybrids and Pit Bulls. This applies to both full and partial breed dogs. Management's decision as to whether any pet is a dangerous breed is final and conclusive. Management has absolute authority to exclude any pet from the park whenever in its sole judgment exclusion is appropriate.
- G. Rental units, if permitted to have a pet, will be assessed a pet fee set forth in their rental agreement.

20. Exceptions will be made to the pet restrictions when reasonably necessary to accommodate the needs of disabled residents. Assistive animals are not subject to pet fees. Assistive animals are,

however, required to comply with behavioral rules applicable to pets unless an exemption from any such rules is necessary due to the tenant's disability.

V. GUESTS

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

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

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

VI. USE OF COMMUNITY FACILITIES

24. Community facilities are for the exclusive use of Tenants, their guests and visitors.

25. Special rules pertaining to the community facilities are posted at those locations. Those posted rules constitute a part of these Rules and Regulations and violations of them will be treated as a violation of the Rental Agreement.

26. Smoking is not permitted in common area facilities. Appropriate attire must be worn in all common area facilities.

27. The Office will be open at Management's discretion. Office hours may be posted at the office. Incoming telephone messages for Residents will be accepted only in case of emergency.

VII. DEPARTING ACTIONS/SIGNS

28. One "For Sale" or "Open House" sign, not exceeding 12 inches by 18 inches, may be displayed only on the home or in home's front window. This rule does not apply to signage used by landlord to market landlord home sales. All other signs are prohibited.

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

VIII. REMOVAL OF STRUCTURES

30. The space must be left clean, free of trash, building materials and construction debris. All holes and depressions must be filled in. The space must be graded and level, and approximately the

same level as adjoining lots. If fill dirt is necessary, Tenant is responsible for supplying clean fill dirt. The space must be left clear clean, and as if no home was previously placed on it, such that it is ready for the installation of a new home.

IX. MISCELLANEOUS

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

32. Although these Rules and Regulations are specific, it is impossible for them to deal with every possible eventuality. Therefore, basic rules of conduct and decency are applicable to all and Residents shall conduct themselves in a reasonable manner so as not to say or do anything to adversely affect their neighbors or the ownership or Management of the Community. The Rules apply to Tenants, guests, visitors or any person in the Community with the permission of anyone living in the Community.

33. The Rental Agreement, Statements of Policy, Crime Free Addendum, posted rules and other documents are considered to form a part of these rules.

34. These Rules and Regulations may be revised at any time and such revisions become effective 30 days after publication. A copy is posted in the Community clubhouse.

35. Unless otherwise notified in writing by the Tenant, the Tenant's physical location within the Community shall be used by Management as the mailing address for the purpose of mailing notices, invoices, announcements, etc.

36. Park reserves the right to immediately evict anyone within the park who has the police called to their premises or anyone who has an active warrant for their arrest.

37. The Management can be mailed at:

Red Barn Mobile Home Park

566 W. Swift Trail

Safford, Arizona 85546

38. Complaints on any subject must be made in writing. Forms for this purpose are available from Management.

39. Resident shall install and maintain working smoke detectors and carbon monoxide detectors.

40. If a home is vacated without accrued and accruing rent being paid or without payment of other obligations to Landlord, it may be deemed abandoned by Landlord

41. Emergencies:

A. In the event of an emergency involving gas, water or sewer, call the Park Manager at 435-703-8404. When the Manager is out of town, there will be someone who is left in charge of the Park and their number will be posted on the office door and left on the telephone message machine.

B. In case of fire, gunshots, acts of violence, vandalism, etc., call 911, and then the Park Manager.

X. SUBLETTING

42. Spaces in the Park may not be sublet without prior written permission from Park management.

43. Proposed subtenants must complete the Park's application forms and will be screened in the same manner as other applicants for residency.