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5250 N. Hwy 89
Flagstaff, AZ 86004

RULES AND REGULATIONS

Effective January 1, 2020



An All Age Community

RULES AND REGULATIONS

1. GENERAL PURPOSE:

These Rules and Regulations and the signs posted in the Community (collectively, the "**Rules**") have been developed with care and adopted to help promote the general welfare, safety, convenience and enjoyment of our Tenants, to preserve and upgrade the quality of our Community and to make a fair distribution of services and facilities. These Rules are hereby incorporated by this reference as part of your Rental Agreement and tenancy.

2. DEFINITIONS:

See separate Definition Sheet for terms applicable to the Rules.

3. MANAGEMENT

A. Office Telephone. (928) 526-4420 (and legitimate after-hours emergencies).

B. Management Office. Office hours are posted. Closed: Saturdays, Sundays, Holidays and special occasions. Tenants may call the office for a private appointment.

C. Emergency Phone Number. If an emergency, call **911** first. Then, contact the Management, if needed.

D. Messages & Deliveries. The Management Office cannot accept messages or deliveries for Tenants.

E. Inspections. Management may enter lots for management and maintenance purposes and to confirm compliance with the law and Community Documents.

F. Insurance. Tenants are responsible for providing their own home and liability insurance.

G. Seasonal or Extended Absences. If a Tenant will be away from their home for a period of 10 or more days, Tenant must notify the Management of the absence at least five days in advance, make arrangements for the care of their home, lot and landscaping (including watering, weeding and pest control [as applicable], and provide a name and phone number for person who Tenant has designated to responsible for the foregoing care.

4. REQUESTS/COMPLAINTS/VIOLATIONS/DISPUTES

A. Violations/Conditions Requiring Attention. Promptly advise the Management of any perceived unfit, unsafe or hazardous condition, or any perceived material violation. Management takes reasonable efforts to enforce the Community Documents and violations of which it is aware. Typically, the enforcement of a violation will be a private matter between Management and the offender.

B. Requests/Complaints. In order to effectively serve our Community as a whole (and except in the event of an emergency), issues of concern, suggestions or complaints must: 1). be in writing, 2). clearly identify the name of the complainant, 3). provide an address and phone number where the complainant can be contacted, and 4). be signed by the complainant. This process allows the Management to investigate and follow up where necessary. Anonymous complaints or those made by or on behalf of third parties may not be considered. If court or other legal or administrative action is required, the complainant must agree to cooperate, testify or participate in prosecuting the complaint, if requested. Harassment, unjustified complaints, or the failure to participate in the prosecution of a complaint may be considered a material violation of tenancy.

C. Tenants Disputes. Under the law, the Landlord has the ability to address only a limited scope of matters. In the event of a conflict or dispute among Tenants, it shall be the responsibility of the subject Tenants to resolve such disputes unless the Landlord is expressly required by law to intervene.

D. Complaints To Landlord. The Management addresses the day-to-day management of the Community. Requests, concerns or complaints should be directed to the Management. However, a complaint may be forwarded directly to the Landlord if: (a) Tenant has a legitimate basis for believing that the Management is not taking appropriate action regarding a complaint; (b) the Management is the source of a problem; (c) an employee has engaged in wrongful conduct which has not been resolved by Management; or (d) the Management is treating you improperly after reporting a matter.

E. Reasonable Accommodations. Reasonable accommodations (wheelchair ramp, etc.) will be made/allowed in conformance with the law to assist those with legitimate handicaps and disabilities. Please inquire with the Management.

5. USE RESTRICTIONS

A. No Illegal Activities. Tenants shall not engage in, facilitate, or allow any illegal activity in the Community.

B. No Fireworks/Firearms/Weapons. The use or threatened use of a weapon is prohibited. Weapons shall be kept inside homes or locked vehicles and must be secured and not visible from outside a home or vehicle. Weapons of any type, including BB and pellet guns, are not permitted outside of a home or anywhere else in the Community (even by persons holding a concealed carry permit) except by sworn law enforcement personnel in the course of undertaking their lawful duties. The brandishing display or wearing of guns or weapons within the Community is prohibited. However, a weapon may be transported directly to or from a vehicle or home provided it is secured in a closed case, box or holster and is not visible to others. A violation of the foregoing policy may be treated as a material and irreparable breach and a single violation may be cause for IMMEDIATE termination of a tenancy.

C. Fireworks. Fireworks of any type (including sparklers, smoke bombs and snakes) are prohibited, as is the igniting of any material other than for legitimate barbeque purposes.

D. Single Family Residential Use. Each lot and home shall be used solely as a single-family residence. Unless otherwise permitted by the Community Documents or the Landlord, no business (including childcare), trade or other non-residential use shall be conducted on any lot.

E. No Trespassing. Trespassing on other lots or in or on Community Facilities outside of designated hours of operation, are prohibited.

F. No Soliciting. Solicitors, vendors, peddlers, etc., are not permitted in the Community without Management's approval. Please advise Management if any such persons are present.

G. No Use of Community Name. Unless Management otherwise approves, the Community name shall not be used for any purposes. Violations may be enforced by an injunction.

H. Yard/Carport Sales. Except for Community-wide sales approved by Management, if any, yard or carport sales are not permitted. No business allowed.

I. Excessive Invitees. Unless Management otherwise consents, Tenants shall not engage in or allow any conduct that attracts an excessive quantity of Invitees (as determined by Management).

J. No Risks. Tenants shall not engage in or permit any activity or use which is a violation of the law, which may subject the Landlord, Management or others to liability risks or increase Landlord's rate of insurance, or which may cause the cancellation of or the risk of cancellation of any contract or insurance policy.

K. Holiday Decorations. A reasonable quantity of tasteful holiday decorations, in Management's sole discretion, is permitted on each lot or in windows, with a maximum display period of 40 days per calendar year. The same decorations can only be displayed once per 12-month period.

L. No Outdoor Storage. Lots shall not be used for miscellaneous storage. Driveways/carports are intended solely for vehicles. Washers, dryers, refrigerators, freezers, household furniture and other such items are not permitted outdoors. 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 appearance.

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

N. Prohibited Items. Trampolines, swing sets, play sets, inflatable bouncy houses, swimming/wading/play pools, and similar items are not permitted on individual lots.

O. No Joyriding. Recreational/joyriding of motorized vehicles is prohibited.

P. Sewer System-Prohibited Items. The following items are prohibited from the sewer system: chemicals, grease, rags, ashes, clothes, diapers, sanitary items, and other items which can clog, damage or interfere with the operation of the system. The cost of repairing clogs or damages caused by improper usage shall be the responsibility of the Tenant of the Lot. Violations shall be considered a material breach.

Q. Water Conservation. Water conservation is a high priority. All leaking fixtures must be promptly repaired. Wasteful water practices are prohibited.

R. Machinery and Equipment. Machinery or equipment of any kind (except for residential heating and air conditioning systems) shall not be placed upon a lot without the consent of Management.

S. No Street Activities. Recreational activities are not permitted in the streets.

T. BBQ's/Open Fires. A single, commercially manufactured residential barbecue is permitted. Open fires are not permitted.

U. Firewood. A reasonable quantity of firewood, not to exceed one (1) cord, is permitted at the rear of a lot. The wood must be neatly stacked at least 3 feet from a home and lot line and must be sprayed, treated or otherwise protected to prevent against insects and vermin.

V. Alcoholic Beverages. Alcoholic beverages are only permitted on individual lots and are prohibited elsewhere in the Community.

W. Prohibited Conduct. To help maintain a pleasant living environment, the follow types of conduct are general examples of conduct which are prohibited in the Community:

(1) Language or conduct which threatens, harasses, intimidates, annoys or interferes with the peaceful enjoyment of the Community by others, including, but not limited to loud music or sounds, large parties and gatherings, profane or obscene language, nuisances, public intoxication, excessive vehicles, excessive invitees, disturbing noises, and all other forms of disruption.

(2) Harassment or intimidation because of, for example, a person's race, color, national origin, religion, sex, disability, familial status, employment or any other improper reason.

(3) Public urinating or defecating.

(4) Interfering with the Community's contractual or business relationships or Landlord's ability to effectively manage the Community.

(5) Filing or reporting of an unjustified or frivolous complaint.

(6) Damage or destruction of property.

- (7) Unreasonable quantities of police or law enforcement responses to a home, lot, Tenant, Resident or Invitee for non-emergency matters (subject to certain exceptions under the law).
- (8) Actions which may be dangerous or may create a health or safety risk.
- (9) Unlawful or public drug use.
- (10) Using, wearing or displaying weapons of any nature.
- (11) Climbing on or over any Community or tenant fencing, buildings or Improvements.
- (12) Trespassing on or cutting through other lots or Community Facilities.
- (13) Unlawful or public drug use, including the use of medical marijuana in the open or at any of the Community Facilities.
- (14) Unsanitary or offensive clothing or hygiene.
- (15) Exterior speakers, horns, whistles, bells, or other sound devices, 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 Rules).
- (16) Using or inviting into the Community any unlicensed movers or contractors to install, disassemble or move a Home.
- (17) Any unlawful conduct.

X. Reporting Prohibited Acts. If you experience or witness any unlawful acts, please report them to local law enforcement and the Management. In case of an emergency or the occurrence of an act of violence or a hate crime (such as vandalized property or a threat of harm to persons or property), law enforcement should be promptly contacted.

6. RESIDENTS/GUESTS/VISITORS/INVITEES

A. Registration. Tenants must register with the Management any Guest, Visitor or Invitee who will be present for more than 48 hours, in total, in any calendar month or who will be using any Community Facilities. Tenants must accompany and supervise their Guests, Visitors and Invitees.

B. Tenant's Responsibility for Others. Tenants are responsible for educating their Invitees with the applicable laws and Community Document provisions, and are responsible for the acts and conduct of, and damages caused by, their Residents and Invitees. If damage is caused to any of the Community Facilities, all costs and expenses of remedying such damage will be charged as Additional Rent. 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 host Tenant. Landlord also reserves the right to have any offending person removed from the Community as a trespasser.

C. Supervision/Use of Facilities. The children of Guests and Visitors must be supervised when using the Community Facilities.

D. Prohibited Persons. If Management has prohibited a person from entering the Community, terminated a tenancy, proceeded with an eviction action, or if a person has abandoned a home, such persons are not permitted to re-enter the Community and it shall be a material violation if a Tenant or their Invitee knowingly invites, authorizes or permits such person in the Community.

7. QUIET HOURS/DISTURBANCES/INTERFERENCES/NUISANCES

A. Quiet Hours. Unless otherwise authorized by Management, quiet hours are from 10:00 p.m. until 8:00 a.m., during which time loud or disruptive sounds are not permitted.

B. Curfew. The curfew for minors shall be the same as any adopted by the local government. A violation of the curfew is treated as a material breach.

C. Security Alarms. All security alarm devices in homes must be approved in advance by Management, shall be installed by a licensed contractor and comply with the Rules and all applicable

ordinances. Management, in its sole discretion, shall have the right to determine whether a security alarm is a nuisance. Management shall have the right at Tenants expense, if Tenant is away from their lot, to disable any alarm which violates this policy. To prevent disturbances from false alarms, Management reserves the right to assess fines, at the rate of \$50.00 per violation for:

- (1) Alarms which sound in excess of 12 minutes (or any shorter limitation period as may be established by the applicable governmental authority); and
- (2) Each false alarm in excess of two (2) per calendar year or which exceeds the permitted decibel level. Each such false alarm shall also be treated as a material violation.

8. **VEHICLES AND PARKING**

A. **Streets.** The streets are owned and maintained by the City of Flagstaff.

B. **Enforcement/Towing.** In addition to issuing a formal Violation or Termination Notice, Management reserves the right to impose a fine of \$50 for each violation and maintains the right to restrict or exclude any vehicle or driver which, in Management's determination, fails to comply with the Rules. Vehicles parked in violation of the Rules may be towed at the Tenant's and/or vehicle owner's expense, and without prior notice.

C. **Maximum Quantity of Vehicles (Including Golf Carts).** Unless Management has otherwise approved, a maximum of four (4) vehicles are allowed per lot if they all fit on the driveway.

D. **No Joyriding.** Recreational/joyriding of motorcycles, 3 and 4 wheelers, mini-bikes, scooters and other motorized vehicles is prohibited.

E. **Prohibited Vehicles.** The following types of vehicles are prohibited ("**Prohibited Vehicles**"), unless otherwise approved by the Management:

(1) Vehicles without a clearly visible current registration, inoperable, missing any body panels, unsightly, noisy or otherwise deemed problematic by Management.

(2) Vehicles leaking oil or fluids. Note: Vehicles with minor drips must have a drip pan placed underneath, which must be regularly cleaned the drip pan. Drips and pavement stains must be promptly and properly cleaned, or the Management may have the area professionally cleaned and bill Tenant for the charges as well as an administrative fee.

(3) Commercial vehicles (work vans or trucks, taxis, service vans, tow trucks, flat beds, ice cream trucks, buses, etc.), semi or trailer-pulling trucks, boats, jet skis, watercraft campers, dune buggies, all-terrain vehicles, snowmobiles, oversized vans or pickups, motor homes, travel trailers, trailers, ATCs, dirt bikes, motorized or electric go-carts, motorized or electric scooters, and all similar types of vehicles and watercraft, as well as vehicles having a gross vehicle weight rating exceeding 6,500 pounds are all prohibited.

(4) **Exceptions:** Management may, in its discretion, allow a Prohibited Vehicle to be parked in the Community at a location designated by Management, if the following conditions are met.

(a) The vehicle is required to be available at designated periods accessible to the Tenant as a condition of their employment and meets the requirements below:

(b) The tenant is employed by a "public service corporation" that is regulated by the Arizona Corporation Commission or a municipal utility, or the tenant is employed by a public safety agency (including police or fire service for a federal, state, local or tribal agency or a private fire service provider or an ambulance service provider that is regulated under A.R.S. § 36-2201 *et. seq.*); and

(i) The vehicle is required to prepare for emergency deployment of personnel or equipment; and

(ii) The vehicle is owned or operated by the public service corporation, utility or governmental agency; and

(iii) The vehicle has a gross vehicle weight rating of 10,000 pounds or less; and

The vehicle bears and emblem or other visible designation of the public service corporation, utility, or governmental agency.

F. Parking.

(1) City Streets and Sidewalks. The streets and sidewalks are owned and maintained by the City of Flagstaff.

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

(3) RV/Vehicle Storage. See Management and Rental Agreement.

(4) Fire Lanes. No parking in fire lanes. Violators may be towed at their own expense and without notice.

(5) Parking Boundaries. Vehicles parked in a driveway shall not extend into the street, sidewalk or beyond the permitted boundaries of the designated driveway surface.

(6) Parking at Own Lot. Except for short term visits (less than 2 hours), Tenants, Residents and Invitees shall park solely at their own lot. No parking on vacant lots without Management's written approval. Tenants also shall not allow or park vehicles at the lots of other Tenants without Management's written approval and approval of the Tenant of the other lot.

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

(8) Temporary RV Parking. Recreational vehicles may be temporarily parked in front of a home in a safe manner, only for the purposes of loading and unloading for a period not longer than twenty-four (24) hours and shall not obstruct traffic. A person with keys to the vehicle must be present in the event the vehicle must be immediately moved. Overnight parking of a recreational vehicle in the street or in a driveway or carport is not permitted for more than 24 hours.

G. Repairs/Maintenance/Washing. Washing, repairing or performing maintenance to a vehicle, trailer or watercraft (including, but not limited to oil, fluid and tire changes) is prohibited unless Landlord has designated an area for such activities.

H. Bicycles. Bicycles are vehicles and are subject to all traffic and parking regulations. Bicycles shall not be driven on landscaped areas, Community Facilities (unless designated for bicycles) or vacant lots. If driven after dusk, bicycles must be equipped with a front light and a rear light or reflector.

I. No Occupancy. No occupancy, cooking or sleeping in vehicles, sheds or out-buildings.

J. Covers. Covers on vehicles are discouraged. If a cover is used, it must be specifically made for vehicles, approved by Management, kept in good condition without tears, must be made of a non-reflective material, and must be tan, gray, green, brown, or other subdued color.

K. 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 and other vehicles having two or more wheels which are not otherwise classified as a car or truck.

(2) Management must approve all Motorcycles in the Community.

(3) Only licensed Motorcycles with a current registration are permitted, provided they do not, in the sole opinion of the Management, emit excessive noise and provided they are used solely for transportation.

(4) Motorcycles shall not be driven in the Community except from Tenants' home to the Community's exit using the most direct route between the entrance and Tenant's lot.

(5) Motorcycles must be equipped with a muffler satisfactory to the Management.

9. HEATING / AIR CONDITIONING

A. Air Conditioners/Heaters. Unless otherwise authorized by Management, air conditioners, evaporative coolers and heating equipment must be installed behind or at the rear of a home and shall not be installed on roofs.

B. Evaporative Coolers. Evaporative coolers, if permitted by Management, must be equipped with a recirculating pump and a float valve. Evaporative coolers are not permitted in front windows.

C. Window Air Conditioners. Management may permit window air conditioners (but not in front windows) in exceptional circumstances. Any such unit must be securely braced from the side of the home (not the ground) in a safe and visually pleasing manner.

10. **IMPROVEMENTS**

A. Required Approval. The concept, design and time frame for all proposed or modified Improvements and any color changes **must be approved by Management prior to the commencement of any such work.** Landlord may adopt a standardized color scheme for homes and Improvements, and all painting will be required to conform to the standardized color scheme. The foregoing provision does not apply to certain mini-broadcast dishes and video antennas, addressed separately in these Rules. Notwithstanding any approvals by the Management, the Management does not represent or warrant that any such Improvement is, or shall be, in compliance with any applicable laws. Any debris generated on a lot must be cleaned up daily and removed from the Community.

B. Conditional Approval. In every instance, Management's approval of an Improvement or alteration is conditional and may be revoked if the work is performed contrary to the approval, is not completed within the approved time frame, 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.

C. Permits/Legal Compliance. In addition to the requirements contained in the Community Documents, all homes and Improvements must comply with all applicable laws and shall have permits where required.

D. Contractors. Contractors and others performing work within the Community must remove all trash and debris on a daily basis and shall not use the Community dumpsters. Tenant is responsible for enforcing this provision for its contractors and workers.

11. **HOME AND LOT MAINTENANCE AND RESTRICTIONS**

A. No Changes to Home Classifications. Notwithstanding any additions or modifications to a home, no action shall be performed that would change the classification of a home from the legal classification at the time it was manufactured. For example, a park model cannot be modified to be deemed a manufactured home. Further, homes shall not be affixed to a lot without Landlord's express written consent.

B. Repair/Maintenance. Tenants shall maintain their home, lot, skirting, vehicles, landscaping, permitted decorations and 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. Tenant shall trim or remove any landscaping or Improvement that blocks, interferes with or negatively affect their lot or the Community, including, but not limited to preventing trees, bushes or items from interfering with utility lines, drainage, streets and walkways, or any other signage. Landscaping and Improvements must not block stop signs on corner views or block or restrict any other traffic or safety signs. Shrubs, vines, trees, etc., cannot interfere with traffic flow, safety, visibility or brush against adjoining homes, structures or Improvements. Should Tenant fail to properly maintain their home or Lot in a safe and healthful condition, and in addition to any other available remedy, Landlord may at its sole discretion (and without obligation) have the necessary work performed and bill Tenant for all such charges, including reasonable administrative overhead of not less than \$100.00 per occurrence, plus all related costs, all of which shall be charged as Additional Rent.

C. Failure To Maintain. Failure to maintain a home, lot, landscaping, utility delivery equipment, or other Improvement shall be deemed a material breach. In addition to any other remedy available to Landlord, if Tenant fails to timely cure such a breach affecting health or safety (or fails to immediately cure a condition that constitutes an emergency), Landlord may, at its sole option (and without any obligation to do so), perform the necessary repairs, improvements, maintenance or abatement and bill Tenant for all such charges, **including reasonable administrative overhead of not less than \$100 per occurrence**, plus all related costs, all which shall be charged as Additional Rent.

D. Pest Control. To minimize the presence of rodents and other pests, Tenants must take ongoing action to prevent and control termites, insects, rodents, bees and any other pests at their lot. Landlord is not responsible for wild animals such as skunks, coyotes, cats, bees, etc.

E. Fire Extinguishers/Smoke Detectors. Each home must have at least one (1) functional fire extinguisher, two (2) operating smoke detectors, and one (1) carbon monoxide detector for homes that have natural gas or propane.

F. Windows, Screens and Coverings. Broken or damaged 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 or other reflective materials are not permitted. Professionally installed window tinting is permissible, with the prior approval of Management, provided it is not reflective.

G. Home and Size Requirements. The size of a home permitted on a specific lot is dependent on numerous factors. This information will be communicated to prospective Tenants upon selection of a potential lot. In certain circumstances, variations may be allowed by Landlord to accommodate an irregular lot, to meet requirements imposed by law, to fit small or unusual lots or to otherwise reduce vacancies.

H. Fences. The following types of fences are allowed, if approved by Management: 1). Professionally installed wood fences, or 2). Professionally installed chain-link fences. All fences must be approved by Management prior to installation.

I. Storage Sheds. A single, professionally constructed shed for storage purposes, built with hardboard, aluminum or vinyl siding, and a metal, shingle or tile roof, may be permitted on each lot with Management approval. Sheds must be of commercial quality and design and shall not exceed 100 square feet and 12 feet in height. The shed color must be white or the same color as the home and must be kept in good repair. Sheds shall only be installed in the rear area and must be securely anchored to the ground.

12. GARBAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS

A. Proper Disposal. Trash, other waste and recycling must be disposed of in a clean and safe manner. Only standard household trash shall be placed in the trash containers. Tenants must arrange with a third party for the removal of chemicals and large items, such as large boxes, mattresses, furniture, appliances, etc. Sorting through or removing items from refuse containers is prohibited.

B. Bags and Containers. **Trash must be placed in sealed plastic bags** and deposited in the refuse containers. 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, users must close the lids on the refuse containers. **No refuse is to be placed outside of refuse containers.**

C. Contractors. Contractors and others performing work within the Community must remove all trash and debris on a daily basis and shall not use the Community dumpsters.

D. Curbside Pick Up hours. Garbage and recycling containers shall be placed curbside only (but not blocking the sidewalk after 5:00 p.m., the day before scheduled pick-up, until 7:00 p.m. the day of pickup).

E. No 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 disposed of, stored in or transported through the Community.

F. No Hazardous Disposal. Oils, fluids, chemicals or any other toxic, flammable, combustible, noxious or environmentally hazardous items shall not be deposited in trash containers or anywhere else in the Community and must be disposed of in a proper manner in accordance with applicable environmental laws. Individuals violating this policy may be prosecuted.

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

G. Laws/Contracts. Tenants shall not engage in any storage or disposal practices that would place the Landlord in violation of any law or Landlord's contract with any waste removal provider.

13. **LANDSCAPE MAINTENANCE**

A. Regular Maintenance Tenants are responsible for all property maintenance within their lot. All lots must be kept clean, neat, safe and free of weeds, trash, debris, etc. Tenant must trim or remove any landscaping that interferes with or negatively affects the Community, including, but not limited to, preventing trees or bushes from interfering with utilities, streets and walkways, other lots, or which is required by law or under any crime prevention program. Shrubs, vines, trees, etc., cannot interfere with traffic flow, safety, visibility, contact adjoining homes, structures or Improvements. All trimmings and debris must immediately be removed from the lot.

B. No Odors. Chemicals and fertilizers that emit offensive odors are not permitted.

C. Trees. Trees on a Lot are part of the Lot. Tenants are responsible for proper staking, fertilization, removal, trimming and maintenance of the trees on their Lot, including trees that existed when Tenant first took possession of their Lot. However, no existing tree or plant larger than eight (8) feet in height or 5 inches in diameter may be killed, deformed, trimmed excessively or removed without Management's prior written Approval. A Violation of the foregoing shall be deemed destruction of property and may be cause for immediate termination of tenancy.

D. Desert Landscaping. Rock or desert landscaping must be raked at least monthly and kept free of weeds and debris. Rock must be maintained at all times to a depth of at least 2 inches deep with an appropriate plastic landscape barrier beneath.

E. Grass. Grass, if permitted by Management, must be watered and kept in good condition, mowed and edged weekly during the growing season, and maintained without bare spots or weeds.

F. Gardens. Gardens are not permitted.

G. Annual/Seasonal Flowers. Seasonal Tenants and Tenants who will be absent from the Community for more than 30 days must remove annual and seasonal flowers prior to departing.

H. Adjacent Areas. Tenants must keep the street area (and sidewalk, if applicable) adjacent to their lot in a clean and safe manner, free of trash, debris or other potential impediments or dangers.

I. Snow Removal. The City of Flagstaff is responsible for snow plowing. Tenants must keep the sidewalk, if applicable, adjacent to their lot in a clean and safe manner, reasonably free of snow and ice.

J. Drainage. Tenants must maintain proper rainwater drainage at their lot and must immediately report any adverse drainage conditions to the Management.

K. Landscape Changes. Any landscape changes are deemed to be Improvements and must be approved by Management.

14. **SIGNS**

A. No signs, banners, advertisements, etc., shall be placed on any lot or in the Community, except such signs and content as may be required by law, by legal proceedings (and upon prior notice to Management) or if otherwise approved by Management. Exceptions:

(1) Bulletin Board(s). One or more community bulletin boards are provided to list homes for sale and to communicate other information. Posted items must be tasteful and maintained in good condition. Management reserves the right to control, restrict or prohibit the posting of items.

(2) For Sale/Open House Signs. Each Home shall be permitted to place one "For Sale" or "Open House" sign in the front window or on the Home containing only the following information: the name, address and telephone number of the Homeowner or agent. The sign must be of professional quality, maintained in good condition and not exceed 12 by 18 inches in size. Tenants may also post a "For Sale" or "Open House" sign (of good quality, as determined by Management), not larger than 3 x 5 inches on the Community's central posting board. Landlord is exempt from the foregoing requirements.

(3) 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 and must not create blight or a nuisance.

(4) Name. Each lot may install a professional quality sign, not to exceed 6 inches by 24 inches in size, indicating the Tenant's name and/or address.

B. Enforcement. Management reserves the right to remove or require removal of non-complying items at Tenant's expense and/or to issue a violation notice and/or assess a fine.

15. **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. **No Digging Without Pre-Approval**. Digging and excavations shall not be performed without first obtaining Management approval and contacting the Arizona Bluestake Center (call 811, 602-262-1100 or 1-800-782-5348) at least ten (10) business days prior to starting any excavation. Excavations which are performed without first determining the location of underground gas or utility lines **may result in fire, explosion, injury or death**. Management approval is also required.

C. Natural Gas Lines: There are underground natural gas lines in the Community. See Master Gas Facility Addendum to Rental Agreement for additional, important information.

D. No Extension Cords. Extension cords and other utility lines shall not be run to vehicles, RV's or other homes. An extension cord may **temporarily** be run to a shed.

E. Utility Valves and Pedestals. Tenants must ensure that utility valves and pedestals are accessible at all times. Tenants shall not open or modify the utility pedestal on their lot. Tenant is responsible for heat taping their water lines to prevent freezing in winter conditions or if freezing weather is anticipated.

F. Conduits/Cables. Except as permitted for certain authorized antennas, all lines, wires or other devices for the transmission of electric or any other signal or transmission shall NOT be installed on a lot unless approved by Management. If approved, such items shall be contained in underground conduits or cables, or concealed in, under or on homes or other structures. All work must be performed by licensed contractors unless otherwise approved by Management.

G. Utility Maintenance/Expenses. It is Tenant's responsibility to pay for, maintain and repair all wires, pipes, breakers, conduits, sewer/septic lines or other utility delivery equipment from the point of

delivery of the applicable utility (but not to exceed 25 feet beyond the lot if the connection is located outside of the lot) or, if such utility is provided by the Landlord, from the point of entry to the lot or Tenant's side of the meter, whichever is closer to the home. Tenant is responsible for providing safe access to the meter and service lines and shall remove any obstructions.

16. **PETS AND ASSISTIVE ANIMALS**

A. **PETS AND ASSISTIVE ANIMALS.**

(1) **Quantity.** A maximum of one (1) generally recognized household Pet is permitted per Home. Farm animals and those used for breeding are not permitted.

(2) **Fraudulent Misrepresentations.** Any person fraudulently misrepresenting an animal as a service animal or a service animal in training to a person or entity who operates a public place may be subject to a civil penalty of up to \$250 per offense. A.R.S. § 11-1024. Such action shall also be deemed a material breach.

(3) **Registration.** Tenants must register every Pet and Assistive Animal (collectively, "animal") with the Management. If requested by Management, Tenants shall provide a photo of each animal, as well its type, size, breed and age shall be provided and updated upon request. Landlord may, in its sole discretion, reject certain animals or require the removal of animals as stated below. Landlord may require Tenants to have their dog DNA tested, at Tenant's expense, by a service designated by Management.

(4) **Behavior.** Animals cannot be loud, a nuisance, annoyance or unreasonably interfere with the Management or the peaceful use or enjoyment of the Community by others.

(5) **Licenses/Inoculations.** Dogs must maintain current rabies and other inoculations, be licensed with the applicable governmental authority and wear an identification tag.

(6) **Control.** Animals must be under the control of their handler and be sufficiently trained to eliminate unreasonable risks to persons and other animals. Animals cannot be vicious, threatening, venomous, dangerous, a Vicious Animal, a Potentially Dangerous Animal, or create a nuisance that unreasonably interferes with the peaceful use of the Community by others.

Animals must be on a hand leash not longer than 6 feet in length (unless otherwise required for an Assistive Animal or unless a shorter length is mandated by law) when outside of a Home and shall not be tied up, chained or left unattended outdoors.

(7) **Clean-Up.** Animal waste on a Lot or in the Community must be promptly cleaned up and disposed of in a sanitary and proper manner. The handler of an animal within the Community must possess a plastic bag or other device for picking up animal waste and must promptly clean-up and dispose of the animal waste. Management may impose a Violation Notice and a \$50 fine (in addition to the cost of any DNA testing) for each incident where animal waste is not timely cleaned up, as well as the possible revocation of Approval to have an animal in the Community.

(8) **Victims/Damages/Claims.** Animals must comply with all state, local and federal laws. A person victimized by an animal should immediately report the incident to Management and animal control authorities. Tenants and their handlers are responsible for their animals, including damages, injuries and other claims and shall indemnify and defend the Landlord and its agents and employees against any claims arising therefrom.

(9) **Spaying/Neutering.** Male dogs and cats must be neutered, and females must be spayed except for exceptional circumstances Approved by Management.

(10) **No Trespassing.** Animals shall not trespass on other Lots.

(11) **Indoor Cats Only.** Cats must be kept indoors.

(12) **No Pet Areas.** Pets shall not enter Community Facilities (except for any specifically designated pet area) or be walked through designated "no pet" areas. Assistive Animals shall not be recreationally walked through a designated "no pet" area unless rendering assistance.

(13) **Animal Housing.** Outdoor dog houses, pet kennels and fencing are not permitted.

(14) **Wild Animals.** Tenants must safeguard their animals against stray or wild animals that may enter the Community.

(15) **No Burials.** Deceased animals shall not be buried within the Community.

B. **PROHIBITED ANIMALS.** The following animals are not permitted in the Community:

(1) Farm animals or those used for breeding.

(2) Protection or guard animals, or those displaying threatening behavior.

(3) A Vicious Animal or Potentially Dangerous Animal.

(a) A “**Vicious Animal**” means an animal which: has killed, seriously bitten, inflicted injury, or otherwise caused injury attacking another domestic animal (except in defense of itself); when unprovoked, in an aggressive manner, inflicts Severe Injury (any physical injury that results in muscle tears, lacerations, necessary emergency treatment or hospitalization, sutures, emotional trauma, surgery or any other injury of a severe nature as determined by Management) on a human being or another Pet or Assistive Animal; or, an animal previously determined to be a Potentially Dangerous Animal which, after its owner or keeper has been notified of this determination, continues the behavior of a Potentially Dangerous Animal.

(b) A “**Potentially Dangerous Animal**” means any animal which, when unprovoked, bites a person causing a less severe injury than a Severe Injury; or Any animal which, when unprovoked, on two separate occasions within a 48-month period engages in any aggressive behavior that requires defensive action by any person to prevent bodily injury, snarls, growls or acts aggressively towards any person or other domestic animal.

(4) Animals which create an unreasonable nuisance, annoyance or unreasonably interfere with the Management or the peaceful use or enjoyment of the Community by others.

(5) Venomous animals and reptiles which will exceed one pound when fully grown.

(6) Any animal which would or does, at any time, unreasonably increase the Community’s rate of insurance or ability to procure insurance.

(7) Animals which do not comply with these Rules or applicable laws.

(8) Pets which exceed the size limits in these Rules.

C. PETS.

(1) Visiting Pets. Guests and Visitors shall not bring Pets into the Community without Management’s Approval.

(2) Dogs Size Limit. Dogs which exceed or are anticipated to exceed 20 pounds or 15 inches in total height when fully grown are not permitted. Exception: A Pet that exceeds the foregoing size limit, but which was previously Approved by Management as of the date these Rules were first distributed shall be “grandfathered” and permitted to remain. **Within 15 days after the initial issuance of these Rules in 2019, Tenants must specifically register any “grandfathered” Pet with the Management or the Pet will be deemed non-compliant.** Upon the absence of the “grandfathered” Pet from the Community for a period of 30 days, the Pet cannot return to the Community nor can it be replaced with another non-conforming Pet.

D. ASSISTIVE ANIMALS.

(1) Accommodations. Landlord will consider requests for special accommodations. “Assistive Animal” refers to legitimate service, assistance, assistive and emotional support animals for persons with disabilities. Legitimate Assistive Animals are not considered Pets and any Pet Fee is inapplicable.

(2) Documentation. For a non-obvious disability, Management may request a written statement from a qualified healthcare provider indicating that the individual has an impairment and that the designated Assistive Animal can provide assistance in relation to the impairment (in other words, the assistance provided by the specific animal relates to the impairment). If an impairment appears to have ceased or if the Assistive Animal no longer appears to be rendering the related assistance, Management may request, as applicable: (i). a renewed written statement from a qualified healthcare provider confirming that the impairment continues to exist; (ii). confirmation that related assistance can be provided by the Assistive Animal; and/or (iii). confirmation of the animal’s ability to render the designated assistance. If none of the foregoing are timely provided or if the animal no longer serves in an assistive capacity, the animal may be reclassified as a pet.

17. **COMMUNITY FACILITIES/BUILDINGS/COMMON AREAS IN GENERAL**

A. Registration. Jo Don Tenants are eligible to use the clubhouse and laundry facilities at Colony MHC. Community Facilities are for use by Tenants, Residents and **REGISTERED** guests and visitors, and provided they do not interfere with the use of facilities by others. Guests/visitors must be

accompanied by their host Tenant. Management reserves the right to limit the quantity of people using the facilities.

B. No Smoking. Smoking is prohibited in all buildings, common areas, Community Facilities and the outdoor areas immediately adjacent thereto.

C. Appropriate Conduct. Language or conduct that is loud, obnoxious, harassing, disruptive or which may be prejudicial to the health, safety or enjoyment of others is prohibited.

D. 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.

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

F. Common Areas. 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. The appearance of any common area or Community Facility in any photo, brochure, statement or other advertisement shall not constitute a promise, agreement, warranty or assurance that such items will continue to be offered for any particular time or in any particular manner.

G. Hours of Operation/Furloughs. Hours of operation of Community Facilities are posted. In order to sensibly manage the facilities and to minimize wasteful expenditures of funds or resources, Community Facilities may periodically be closed for maintenance, repairs, remodeling or during low periods of use, and air conditioning or heating to such facilities and the pool and spa may be curtailed or stopped during such periods.

H. Gatherings. Meetings and gatherings for non-commercial purposes are permitted with Management's approval. Community Facilities shall not be used for financial gain. Alcoholic beverages shall not be served unless authorized by Management. One or more Tenants must agree to serve as responsible parties for the gathering, the conduct of the participants, and all damages. The host Tenant(s) must be present at all times and are responsible for any damages and clean up. Liability insurance, a deposit and/or cleaning fee may be required.

I. Clean Up/No Abuse. All facilities used must be used in and returned to a clean, sanitary and organized condition, and all waste disposed of. Abusing the facilities, creating or allowing unsafe or unsanitary conditions, or sitting on tables or other items not approved for seating is prohibited.

J. The improper use of any furniture, fixtures, appliances or facilities is prohibited.

K. No smoking except in designated smoking areas, if any.

L. Illegal drug or substance use is not permitted in the Community. Marijuana use, including medical marijuana, is not permitted at the Community Facilities or in the open unless expressly mandated by law.

M. Food and beverages are not permitted except in any designated area.

N. Violations. All Rules, signs and safety regulations must be observed. Violations may result in the suspension or revocation of privileges and/or issuance of a Violation or Termination Notice.

18. CLUBHOUSE/RECREATION BUILDING

A. Guest/Visitor Registration. The facilities are for use by Tenants, Residents and their registered Guests and Visitors, who must be accompanied by their host Tenant. No outsider use is

permitted.

19. **LAUNDRY FACILITY**

A. **Use.** The laundry is for Tenants, Residents, and their registered guests only. Hours are posted. All laundry signs must be followed. As a courtesy to others, clothes must be promptly removed from machines. Landlord is not responsible for lost or damaged articles. The machines **must be cleaned** inside and outside after use, including emptying the lint screen and cleaning any soap residue. When leaving the laundry room, please check to confirm that it is left clean, neat and in an orderly condition.

B. **No Clotheslines/Outdoor Hanging.** Except for any clothes drying facilities provided by the Landlord, outdoor clothes lines are not permitted. Towels, swimsuits, or other clothing shall not be hung outdoors at any lot.

20. **THE RE-SALE OR TRANSFER OF A HOME STAYING IN THE COMMUNITY**

A. **Sales/Transfers of Homes In-Place.** To maintain the quality of living and home values for fellow Tenants, if a homeowner desires to sell or transfer ownership of their home in-place, contemplating that the home will **remain in the Community**, the homeowner must notify the Management of their intent to sell their home in-place, and any prospective buyer/transferee must apply for tenancy and be approved by the Management, conditioned upon full compliance with the terms of the Community Documents.

B. **Removal or Required Improvements Upon Sale or Transfer of Ownership.** Prior to the sale, transfer or change of ownership of any home, and if the prospective owner desires for the home to remain in the Community, **Management may require that certain repairs or improvements be performed** to the home or lot, including, but not limited to: (a) the Improvements stated in the Community Documents in existence at that time; (b) the Improvements necessary to make the home and lot compatible with the other homes and lots in the Community; (c) the Improvements necessary to bring the home and lot up to fire, safety or other governmental standards in existence at the time; and (d) the Improvements necessary to bring the home and lot up to the Community's standards which are in existence at that time in order to preserve and/or upgrade the appearance, safety and quality of the home or lot. No concrete driveways or pads allowed unless pre-approved by the Management.

C. **Inspection.** Seller and buyer/transferee must contact Management to schedule an inspection of the home and lot to determine whether it will be necessary for any upgrades, changes, repairs or Improvements to be made. **Management's cursory inspection is for the sole benefit of the Landlord, shall not serve as any representation or warranty as to the safety, condition, legal compliance or adequacy of the home, lot or Improvements, or the extent of any necessary upgrades, repairs or modifications.** The homeowner/buyer/transferee should obtain their own inspection for their benefit.

D. **Repairs/Upgrades.** All repairs and upgrades must be completed before a home is sold or the new owner moves-in, and all Improvements must be approved by the Management.

E. **New Tenants/Home Buyers.**

(1) A Rental Agreement must be signed by each new Tenant and adult Resident who has been approved for residency.

(2) New Tenants must provide documents satisfactory to the Management confirming they are or will be the legal homeowners of record.

F. **Removal of Non-Conforming Homes.** Upon the sale, transfer or change of ownership of a home, Management reserves the right to require a home be removed from the Community within sixty (60) days, if the home:

(1) Is not compatible with the other homes in the Community;

(2) Does not meet the Community's Rules or policies, in existence at that time, of preserving or upgrading the Community;

- (3) Has not had performed the repairs, Improvements or modifications required by Management;
- (4) If the seller, new owner or transferee has not satisfied all conditions under these Rules pertaining to the sale or transfer; or
- (5) If the home was manufactured before June 16, 1976.

G. Violation. The sale or transfer of a home in the Community in violation of these Rules shall be deemed a material breach and will necessitate the removal of the home.

21. **MOVE-IN OF HOMES**

A. Move-In. A home shall not be brought into the Community without compliance with the Community Documents and Management's written consent. Tenants must obtain all necessary governmental permits in advance of move-in and provide copies to Management.

B. Placement Details. The proposed location of the home and the lot elevations, height, setbacks and other placement details of a home to be moved-in (the "**Installation Plan**") must be presented to and approved by the Management, in writing, prior to commencement of a home installation. Unless otherwise approved by the Management, in writing, the elevation of a lot shall not be changed, and the height of the home must be consistent with the surrounding homes. Management has the authority to order a home installation to immediately cease if it is being installed in violation of the law, the Installation Plan, or the Community Documents.

C. Required Move-In Requirements. Each of the following Improvements and items must be pre-approved by Management and completely performed/installed within 30 days after a home is brought into the Community or ownership is transferred. This provision applies to new and existing homes:

- (1) Set Up. Homes must be set up per the manufacturer's specifications, the Community Documents and applicable laws.
- (2) Hitch. Hitches must be removed and stored out of sight.
- (3) House Number. The address number must be installed on the street side of home, in professional quality lettering between 3 inches to 4 inches tall. The address numbers must be neat, clean and uniform.
- (4) Skirting. The entire perimeter of the home must be skirted. Skirting must be professionally manufactured high grade aluminum, vinyl or other materials approved by Management, must match the color of the home or be white, and must be professionally installed.
- (5) Steps/Decks. All steps and decks must be skirted to match the home.
- (6) Awnings. Carport and patio awnings, matching the home and must be pre-approved by Management.
- (7) Steps. Steps must be installed at every door to the home and must be constructed of commercial quality fiberglass, concrete, vinyl, wood or part of a deck constructed with pressure treated materials. Each set of stairs must have a minimum of three steps, each a minimum of three (3) feet wide and must have at least one hand railing. Management must approve the size, materials and quality of construction in advance. Management may permit special accommodations for persons with disabilities or impairments.
- (8) Landscape Rock. All rock areas shall be at least 2 inches deep.
- (9) Minimum Clearance. A minimum three-foot clearance must be maintained around utility pedestals and facilities.
- (10) Drainage. Appropriate drainage must be established and maintained by Tenant on their lot.

D. Water Pressure Relief Valves. Tenants are encouraged to install pressure relief valves on their water heater and main water line.

E. Antennas. Except as stated in these Rules, exterior antennas are not permitted.

F. Inspection and Approval Prior to Occupancy. Prior to occupancy and before utilities are connected, the home installation must be approved by the applicable governmental inspector(s), if required.

The installation must also comply with the Community Documents, the Installation Plan previously approved by the Management, and the installation must receive final written approval from the Management. Homes installed contrary to the foregoing or the Community Documents must be re-set or removed within 10 days.

22. **REMOVAL OF HOMES**

A. Landlord hereby adopts and incorporates by reference the requirements of the applicable Acts, 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

B. Clearance for Removal and Lot Restoration. A home, park model or park trailer shall not be removed from a lot without complying with all applicable laws, the Community Documents, and obtaining a **written and signed Clearance For Removal** from Management. On move out or the termination of a tenancy, and unless otherwise agreed in writing by Management, Tenant, their successor and their transporter service shall: (1) surrender the lot free of all structures, Improvements, trash, debris, and personal property in a clean, safe, level and immediately rentable condition, without any holes, ruts or damage to the lot or neighboring lots, the Community's improvements, Community Facilities, or property of others; and (2) safely disconnect all utilities. 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.

C. No Ground-Set Homes. Ground set homes are not permitted.

D. Movers/Transporters. A home transporter service that is adequately insured and approved in advance by Management must be used. Management must be contacted at least seven (7) days prior to any anticipated disassembly or move-out date and obtain Management's written authorization to perform the disassembly and move. Management has the right to coordinate the moving date, times and to impose reasonable conditions, to require that a cash deposit or surety bond of up to \$2,500 be posted (less any deposit held by Management) if an unlicensed contractor/transporter is used and to exclude from the Community any contractor, worker, transporter or individual which Management, in its sole discretion, deems to be uncooperative, unqualified, irresponsible or problematic. Tenants and the responsible party are responsible for all damages and shall indemnify and hold harmless Landlord and Management against any and all claims, suits, liabilities losses, costs or expenses, of any type or nature, related to the disassembly and removal of the home.

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

23. **DAMAGES / CRIME FREE PROGRAM**

A. The Community may participate in "Crime Free", crime awareness or prevention programs. Tenants must comply with any requirements required in order to participate in such a program.

B. To the fullest extent permitted by law, a tenancy may be immediately terminated if a Tenant, Resident, or their Invitee (whether or not Tenant is aware of the conduct) engages in a material and irreparable breach, engage in unlawful conduct, violate any applicable crime prevention guideline that may be adopted, or engage in any conduct that jeopardizes or poses a potential threat to the health, safety or welfare of any person in the Community or the property of others, whether or not Tenant is aware of the conduct. This conduct includes but is 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); or facilitating or tolerating criminal activity. Unless otherwise expressly required by the MH Act, proof of such a violation shall be by a preponderance of the evidence and shall not require a criminal conviction. Law enforcement reports and information shall be admissible as evidence in enforcing a violation.

24. **ANTENNAS/BROADCAST DISHES.** No exterior antenna, dish or similar item (“antenna”) shall be erected on any home or lot except as expressly permitted under this rule. Only the following antennas are permitted: antennas one meter or less in diameter or diagonal measurement designed for over the air reception of signals from satellite, wireless cable or television broadcasting facilities, including the necessary mounting hardware and mast, as may be applicable, subject to the following:

A. Only an antenna expressly authorized by the Federal Telecommunications Act and the Rules adopted by the Federal Communications Commission may be installed. Such antenna must be in compliance with the manufacturer’s instructions and all applicable state and local laws. The proposed location and installations should be reviewed with the Management before work is commenced to ensure that these restrictions will not be violated.

B. An antenna must not be visible from any other lot, Community Facility or street. If this is not possible without impairing the ability to receive a signal, the installation must be screened by landscaping or other means approved by the Management to minimize visibility without impairing receipt of a signal. If the installation must be visible from another lot, Community Facility or street in order to receive a signal, all components must be painted a color that will blend into the background against which the installation is mounted. A mast, if required, shall be no taller than the minimum height necessary to receive a signal from the transmitter, and in any event, it may be no higher than the minimum height required by applicable law. Only a single exterior Antenna is permitted per lot unless more than one antenna is required to receive an appropriate signal.

25. **SOLAR ENERGY DEVICES**

A. The concept and design (the “Plan”) of any proposed Solar Energy Device (“SED”) to be installed at any home or lot must be approved in advance by Management. The Plan must also contain: Details on the type and size; the location, including a roof plan and elevation, if applicable; mounting details; maintenance requirements, and; the identity of the contractor, including its license number. A licensed and insured contractor must be used. To help preserve the aesthetics and home values, an SED must be installed to minimize its visibility from the street or neighboring homes, unless such installation would effectively prohibit the installation or use. An SED and installation must comply with applicable federal, state and local laws as to construction, installation and maintenance, and must be maintained per the maintenance recommendation of the manufacturer. See Management for the current SED Rules, incorporated herein by reference.

26. **MISCELLANEOUS**

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

B. No-Waiver. Landlord’s omission, waiver, inability or failure on one or more occasions to require strict compliance with the terms of the Community Documents or the law shall not be deemed a waiver, shall not preclude Landlord from enforcing the obligations thereunder and shall not relieve Tenant of the duty to comply with the law and the Community Documents. Except for an intentional written waiver, no actions by Landlord or Management, and nothing contained in the Community Documents shall be construed as waiving any rights under the Community Documents or the law. Landlord’s remedies shall be cumulative. Termination of tenancy, eviction, abandonment, the filing of an eviction action or partial payment shall not constitute a waiver of any claim for eviction, damage, unpaid Rent, attorneys’ fees, costs, damages, or any other amounts owing by Tenant. Acceptance of Rent, partial payment or other sums while an eviction action or a violation or termination notice is pending shall not be deemed a waiver of Landlord’s right to enforce the violation or termination and shall not serve to reinstate a tenancy (except as provided under A.R.S. § 33-1476(E)).

C. Tenant Responsibility for the Conduct of Others. Tenants are responsible for damage or injuries within the Community caused by Tenant and their Residents or Invitees.

D. Lots / Lot Lines. Tenant's use of a lot is subject to Landlord's or its agent's temporary presence for the purpose of repairing, maintaining, improving or inspecting the lots, Community Facilities, utilities and for other lawful processes. Lots in the Community are individually subdivided and the approximate borders of lots are shown on a map maintained in the Management office. Landlord shall not be liable for variances between the map and the actual location of Homes, Improvements of Lot lines. Management may adjust usable lot boundaries may be reasonably modified by Landlord, if necessary, to avoid controversies and to accommodate Improvements and the needs of Landlord. Such changes may affect and require the relocation or removal of landscaping, vegetation, sheds or other Improvements. Such modifications shall not result in a decrease in Rent.

E. Financial Review. All amounts payable to Landlord are subject to audit. Should an error be discovered, Tenant shall immediately pay the correct amount. Landlord is not responsible for incorrect meter reads. If Tenant has overpaid, Landlord shall issue a refund or credit. A billing error that is obvious shall not relieve Tenant of timely paying the correct amount.

F. Additional Rules/Incorporation By Reference. All applicable laws, as well as signs, notices or directives that are posted in the Community are made a part of these Rules and are incorporated herein by this reference.

G. Violations. If an act or omission is identified as a "material breach" in the Community Documents, it does not exclude other acts or omissions from being deemed a material breach, whether or not specifically identified as such in the Community Documents. Any violation of the Community Documents or an applicable Act, or the commission of a crime, shall also be treated as a violation of Tenants' Rental Agreement. Management shall have the right, in its reasonable discretion, to determine whether a violation of the Community Documents has occurred.

H. Headings. The headings, titles and descriptions contained in the Community Documents are for purposes of convenience and reference only, and do not limit or define the scope of coverage.

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

J. Conflicts and Interpretations. The words and phrases in the Community Documents shall be given their fair meaning and are to be liberally construed to meet the intent of the Landlord and Community Documents as a whole, so as to maximize the rights and remedies of the Landlord to properly manage, supervise and control the Community, and to provide for the greater good of the Community. Any grammatical, typographical or citation errors, omitted words and the like 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, a defined term is inadvertently not capitalized in a provision), said term shall, nonetheless, be given the meaning intended by the context of the provision to which it pertains. Should any conflict exist between the terms or provisions within any of the Community Documents, the conflict shall be resolved in favor of the provision that is more restrictive. If a conflict involves time frames, the shorter time frame that complies with the law shall apply. Should any relevant and material conflict exist between the terms of the Community Documents, the Statements of Policy shall control over the Rental Agreement, and the Rules and Regulations shall control over the both of the foregoing. If an act or omission is identified as a "material breach", it does not exclude other acts or omissions from being deemed a material breach, whether or not specifically identified as such.

K. Use of Community Property and Facilities. Management reserves the right to control access to and the use of all Community Facilities and property. The use of Community Facilities may be restricted or revoked for improper conduct.

L. Management Limitations. Except as authority or discretion is specifically granted in the Community Documents, Management is **NOT AUTHORIZED** 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 Landlord.**

M. Proof of Tax Payments. Tenant must timely pay all taxes and assessments, including, but not limited to, any real and personal property taxes and assessments levied against Tenant's home, Improvements and/or personal property located on the lot. Should Tenant fail to do so, Landlord may, at its sole option, pay such taxes on behalf of Tenant and impose an administrative charge of not less than \$100 dollars per occurrence, which amounts shall be charged as Additional Rent. If requested by Management, Tenant 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.

N. Laws / Contracts. Tenants shall not engage in or permit any acts or omissions that would place the Landlord or Management in breach or violation of any laws or the Community's contract(s) with any contractor, service or utility provider, or other third party.

Signature

Date

Signature

Date

Signature

Date

Signature

Date