



These Rules and Regulations have been designed to promote quiet enjoyment and convenience for all Resident Homeowners in the community. All Rules and Regulations will be interpreted and applied in a reasonable manner. These Rules and Regulations dated 07/01/2022 supersede any and all previous copies of Rules and Regulations pertaining to Las Palmas Grand.

#### **1. 55+ Age Restricted:**

No person may regularly occupy or reside in a manufactured home unless at least one Resident Homeowner of that person's household is at least fifty-five (55) years of age and that person will regularly reside in and occupy the home on a full-time basis at all times in the future. All other persons who will regularly reside in and occupy the manufactured home must be at least eighteen (18) years of age or older. The preceding age requirements apply to all of the Homesites in the community.

Owner reserves the right to exempt Community Managers and Maintenance personnel. When an existing Resident Homeowner transfers ownership or possession of the manufactured home or manufactured Homesite (by sale, gift, inheritance or otherwise), the new Resident Homeowners and all persons who regularly reside with them must comply with the preceding age restrictions and the prevailing Architectural Standards and Controls as provided by the Architectural Review Board (hereafter referred to as, ARB).

The community further reserves all rights under Arizona and federal law to amend all Rules and Regulations, Statements of Policy, Architectural Standards and Controls and Rental Agreements at any future time. The community may elect to change these age restrictions to either eliminate any age restrictions for residency, or to require that all persons who will regularly reside in and occupy all homes in the Community must be sixty-two (62) years of age or older or adopt different age restrictions as may be permitted by law. If the community elects one or more of these options, or any other option lawfully available to the community, written notice will be given to all Resident Homeowners and the changes to these age restrictions will go into effect immediately, unless otherwise required by law.

#### **2. LAWS AND DISTURBANCES**

Resident Homeowners shall comply with all applicable laws, ordinances, and regulations of the State of Arizona, County of Maricopa, and the City of Mesa. No act shall be permitted which places Community Management or Owner of these premises in violation of any law or ordinance of the city, county or state. The creation of a nuisance annoyance, indecency or disorderly conduct will be cause for expulsion of the offending party. Radio, televisions, mechanical, power or similar equipment shall be kept at levels which will not, at any time, annoy or disturb other Resident Homeowners. No loud, boisterous parties or noises will be permitted at any time. Community Management must and will insist upon strict compliance with this rule and shall maintain sole right to determine when and whether this rule is violated.

#### **3. RENTAL AGREEMENT, ARCHITECTURAL STANDARDS AND CONTROLS, and STATEMENTS OF POLICY**

The separate Statements of Policy, Rental Agreement, and Architectural Standards and Controls are a part of these Rules and Regulations. Failure by a Resident Homeowner to comply with these Policies, Rules and Regulations, and Standards will constitute a breach by such Resident Homeowner under the terms of the Rental Agreement.

#### **4. HOMESITE, LANDSCAPING AND TREES**

Resident Homeowners will maintain their homesite in a clean, safe, well kept, and attractive condition including the front, side and rear yards. If a homesite is neglected, Community Management may take over its care and bill the Resident Homeowner for these services without prior notice. A minimum fee of Twenty-Five Dollars (\$25.00) per hour / 2 Hour minimum; in addition to actual contract labor costs will be charged to the Resident Homeowner. This community contains extensive underground utilities, therefore, no planting, digging, or building of any kind is permitted without written permission from the ARB. Please refer to the Community Architectural Standards and Controls.

#### **5. MANUFACTURED HOMES**

All homes shall be subject to the architectural approval of the ARB prior to Resident Homeowner being accepted. Refer to the Architectural Standards and Controls, which set forth all requirements. Additions, remodeling, or any exterior alteration of the manufactured homes is prohibited unless prior written permission is obtained from the ARB, then submitted to the proper building department for applicable permit. All wiring and plumbing must comply with local and state requirements. All electrical, water, sewer connections and exterior mechanical equipment must be kept in good, safe and leak proof condition and be properly maintained at all times in compliance with all state and municipal laws. Homes must continue to meet the requirements of the ARB as set forth in the Architectural Standards and Controls.

## **6. PATIOS, CARPORTS & DRIVEWAYS:**

Only standard patio furniture is allowed outside the home. Household furniture, beds, appliances, etc. are not permitted outside the home. Storage is not permitted on the patio, carport or elsewhere on the homesite. The addition of metal sheds, Rubbermaid or other like constructed storage units are expressly prohibited. Patio, carports and driveways must be kept clean and attractive. Wind chimes are not permitted. Propane gas will be permitted on your homesite for personal use barbecues only (maximum 7.5-gallon standard size tank). Responsibility for any damage and all liability shall rest solely with the Resident Homeowner. Any vehicle dripping gasoline or oil must be repaired immediately. Drip pans may be used if kept clean. Driveways are to be kept clean of oil stain if drip pans are not used. No bicycles, motorcycles or golf carts are allowed on the patio. No mechanical work may be performed in the carport or elsewhere on your homesite. No repairing of motor vehicles, including the changing of oil is allowed on any homesite or street within the Community. Driveways and garages must allow for two (2) car parking at all times and be kept free and clear of all furniture and other items. Residents must park their vehicles side by side or tandem parked in their carport or garage. Perpendicular parking is not permitted.

## **7. ANTENNAS**

No exterior antennas, satellite dishes, towers, poles or any other signal-receiving device may be erected without written consent of management. All such devices shall be installed at or on the rear of the home or homesite at a height not to exceed the pitch of the roofline. If reception cannot be achieved, ARB may approve an alternative location. The overall diameter of the devise may not exceed one meter.

## **8. TRASH**

Trash is individually picked-up. Trash containers must comply with city or jurisdictional requirements. Trash containers are intended to be stored in utility rooms, sheds or garages. Trash containers stored outside of the utility room, shed or garage shall be enclosed by an ARB approved trash enclosure. Please refer to the Architectural Standards and Controls.

## **9. TRAFFIC AND PARKING**

The speed limit in the community is 15 mph or as posted, and must be observed at all times. Resident Homeowners are asked to report violators to Community Management. Noisy, non-operative, or non-registered vehicles are not permitted in the community. Resident Homeowners must park their vehicles in their carports or garages side by side or parked tandem, except when loading/unloading or to permit cleaning of the carport area. Perpendicular parking is not permitted. Each carport and garage is designed for two cars. Vehicles including golf carts are NOT permitted on landscaped areas or vacant homesites. All community streets are fire lanes. All on-street parking is strictly prohibited. DRIVEWAYS MAY NOT BE BLOCKED AT ANY TIME. Additional parking is available around the clubhouse and other designated areas for guest parking only. Excess vehicle parking may be available on site; contact the community office for availability and fees. Overnight parking of travel trailer, motor homes, trucks, commercial vehicles, etc., (except golf carts) is not permitted on the homesite or in carports or guest parking areas. Golf carts must be parked on driveways, carports or in garages. Alternate golf cart parking locations must be approved by the ARB.

## **10. PETS**

No animals of any kind shall be kept on the premises except commonly accepted household pets. Such pets cannot be kept, bred or maintained for commercial purposes. Pets may NOT be acquired without PRIOR written permission of Community Management. All pets must be registered at the Manager's office. Resident Homeowners are limited to (1) pet, weighing (25) pounds, or less, per home. Certain breeds such as Rottweiler, Chow, Doberman, Pit Bulls and other aggressive breeds are prohibited regardless of size. Community Management's opinion of breed shall be final and controlling in the event of disputes over the animal's breed. Pets cannot be left unattended outside. Pets are prohibited from the clubhouse area and other recreational buildings and pool area. If Community Management is unable to identify or contact the pet's owner, Community Management reserves the right to have any stray animal or unattended pet picked up by Animal Control. Outside kennels, pens or other fenced areas utilized for the purpose of containing pets are strictly prohibited. Pets which bark or disturb neighbors are prohibited and will be removed from the community. Resident Homeowners shall be responsible for clean up after their animals. All Resident Homeowners with a pet must have a separate signed Pet Agreement. Guests are permitted to bring pets into the community if their pet meets the community guidelines. The resident host is responsible for ensuring that their guest's pet abides by community guidelines. Exceptions to the community's pet restrictions will be made when necessary for certified assistive animals reasonably needed by disabled residents of the community once a Reasonable Accommodation Assistive Animal Request is signed by a health care provider and approved by community management.

## **11. SOLICITORS**

Solicitors will not be permitted in the community at any time. If you observe a solicitor, please notify the community office or community security personnel.

## **12. RECREATION FACILITIES**

Recreation facilities are provided for the **exclusive use** of community Resident Homeowners and their guests. All recreation facilities are for Resident Homeowners' and their guests' enjoyment and are to be used at their own risk. **Resident Homeowners must accompany their guests at all times when using the recreation facilities.** Resident Homeowners can reserve the main hall and kitchen (at the clubhouse) for their personal social activities, but under no circumstances shall it be used for Resident Homeowner's individual financial gain. Request for use of the facilities for personal social activities must be booked through and approved by the Activity Director. A refundable cleanup and damage fee is required. Proof of insurance shall be required for parties at which alcoholic beverages will be served. No one in bathing suits, bare feet or without a shirt will be allowed in the clubhouse building. Anyone under the age of 16 must be accompanied by a Resident Homeowner or registered adult guest. Billiard table use is limited to two guests per homesite. Only persons over the age of 18 will be allowed to play bingo. Excessive use of alcoholic beverages, boisterous conduct, and willful or wanton destruction of property is expressly forbidden. Closing hour for all facilities is 10:00 p.m. except for special events approved by Community Management. Smoking is NOT permitted in the recreational building or within 20 feet of any doorway, this includes vaping.

## **13. POOL REGULATIONS**

Pools are open daily from 7:00 a.m. to 10:00 p.m., weather permitting, except for special organized activities. **NO LIFEGUARD IS ON DUTY. DO NOT SWIM ALONE. ALL PERSONS USING THE POOL SWIM AT THEIR OWN RISK.**

- a. Pools are for exclusive use of the Resident Homeowners and their registered guests. Guest passes are required and may be obtained at the Office. Resident Homeowners receive first priority for pool use. Accordingly, Community Management reserves the right to restrict the number of guests to prevent overcrowding in the pool area.
- b. Children under the age of 16 are not permitted in the swimming pool area unless accompanied by a registered adult. Swim diapers are required for children not toilet trained and/or under the age of three (3). Children's swim hours are provided as posted.
- c. All persons must shower before entering pools. Anyone using suntan oils, lotions, or other ointments must re-shower before entering pools.
- d. Glass containers of any kind are NOT permitted in pool area.
- e. Running on pool deck is prohibited. Use reasonable caution at all times.
- f. For protection of pool furniture, towels must be placed over furniture when using suntan oil, lotions or creams.
- g. Do not stay in the therapy pool over 15 minutes at one time. Children under the age of 16 must be accompanied by a registered adult. The therapy pool is not recommended for children under the age of 16 for health reasons.
- h. Any Person with an infectious or communicable disease is prohibited from using the pool. Anyone with open blisters, cuts, etc. are advised not to use the pool.
- i. Please refer to signs posted adjacent to swimming pool or therapy pool for complete information and safety notices.
- ii. **SMOKING IS NOT PERMITTED IN THE POOL AREA, THIS INCLUDES VAPING.**

## **14. GUESTS**

Guests staying 24 hours or longer must be registered at the community office to obtain a guest pass. Registered guests accompanied by Resident Homeowner may use the community facilities and show their identification pass upon request. Children under the age of 16 must be accompanied by a registered adult when visiting community common areas. Guests visiting longer than 14 days in a calendar month or longer than thirty (30) days in a calendar year must submit an application for residency and be approved by management. Immediate family using the facilities without Resident Homeowner accompaniment must receive prior written approval of Community Management. Resident Homeowners will be held responsible for the conduct of their guests.

TO AVOID ANY EMBARRASSMENT OR MISUNDERSTANDING, PLEASE BE SURE TO EXPLAIN THESE RULES AND REGULATIONS TO YOUR GUESTS. Family, guests or other visitors may NOT stay in a resident's home unless the Resident Homeowner is residing there during that time (i.e. guests of absent Resident Homeowners are NOT permitted).

**15. RESPONSIBILITY**

Community Management is not responsible for any loss or losses resulting from fire, theft, flood, acts of God or accident. Resident Homeowners are responsible for all damage caused by their negligence or that of their guests and any damage caused by their pet.

**16. SECURITY**

All residents must have a Las Palmas Grand decal placed in the lower left corner of the windshield of their car(s). Cars that do not have a decal will be stopped. Visitor cars must obtain a Visitor Pass for their car from community management and display it in the front window while they are in the community.

All guests remaining twenty-four (24) hours or more must be in possession of a guest pass provided by Community Management, when they are in common areas. A Resident Homeowner must accompany guests who are in the park less than 24 hours and/or not registered when in common areas.

A Resident Homeowner who thinks they have observed unauthorized person(s) in the community should notify Community Management immediately.

Any violation of park rules should be reported immediately to Community Management.

**17. SALES, SUBLEASING AND PERMITTED USE**

The name of the community shall not be used for any purpose of advertisement, sale of automobiles, homes or other merchandise. A home may not be removed from its homesite and replaced by another home without specific approval of ARB. Homes may not be transferred or sublet by Resident Homeowners without Community Management approval. "For Sale" signs and "Open House" signs are limited to **ONE** 12" x 18" sign as provided for in the Arizona Mobile Home Parks Landlord Tenant Act. Flyer racks, tubes, hangers, banners or "For Sale" flags are prohibited. "Open House", "Available" or other A-Frame signs are also prohibited. Your home is to be used as a single-family residence only. Resident Homeowner shall not conduct a business from his/her home, or within the community; including daily or nightly babysitting services. All other uses are prohibited.

**18. VACANT HOMES**

In the case of Resident Homeowners vacating their home for a period of time exceeding thirty (30) days, Community Management must be advised of the period of absence and provided with emergency contact information. Arrangements must be made for maintenance and care of the property according to community standards. Community Management must have 'caretaker's' information on file during Resident Homeowners absence. If home and homesite are not maintained in Resident Homeowner's absence Community Management may take over maintenance and charge Resident Homeowner for services rendered. Please refer to article #4 herein for rates and charges.

**19. OFFICE HOURS**

The office is open daily except holidays. Specific hours are posted at the office. All business shall be conducted during these hours.

**20. MAIL:**

Please observe designated mail area parking restrictions as posted.

Access to designated mail area is strictly prohibited during times of mail distribution and delivery by mail carrier.

Exercise caution when accessing designated mail area on an assistive scooter, bicycle or moped. Golf carts are not permitted in designated mail area.

**21. REVISIONS TO RULES AND REGULATIONS**

Las Palmas Grand reserves the right to amend, revise and add to the Rules and Regulations of the community at any time as it deems such revisions or additions are in the best interest of the community and its Resident Homeowners. Notice of any such changes shall be mailed or provided to Resident Homeowners as provided in the Arizona Mobile Home Parks Landlord Tenant Act. A current copy of the rules and regulations in force shall, at all times, be available to the Resident Homeowners in the Community Managers office.

**22. COMMUNITY MANAGERS**

Our Community Managers, as representatives of Las Palmas Grand, are instructed to exercise fairness and justice in carrying out their duties to the Resident Homeowners of Las Palmas Grand. Their actions with regard to requests and responses to complaints, etc. are predicated upon maintaining a safe and harmonious environment throughout the community. Should an occasion arise in which a Resident Homeowner wishes to appeal a decision set forth by the Community Manager, please contact:

Regional Manager  
ET Consultants  
11100 Santa Monica Blvd., Ste. 1150  
Los Angeles, CA 90025

**23. SEVERABILITY**

In the event any of the Rules and Regulations set forth herein are deemed unenforceable for any reason, the remaining Rules and Regulations shall remain in full force and effect.

**24. MHC TENANT PROTECTIONS**

**A. MHC Tenant Protections:**

1. MH Home Owner is entitled to a one-year renewable lease term unless there is good cause for non-renewal. "Good cause" includes: (1) violations of law by MH Home Owner, (2) an existing default in the payment of rent by MH Home Owner at the time of Lease renewal (subject to any applicable grace period and cure rights), and (3) serious or repeated violations of the material terms and conditions of its Lease by MH Home Owner.
2. Applicable MHC Resident must receive at least 30-days' prior written notice of any increase in rent.
3. Applicable MHC Resident is entitled to a 5-day grace period for the failure to timely pay rent and has the right to cure any default in the payment of rent within the cure period set forth in its Lease, if any. If no cure period for a default in the payment of rent exists in its Lease, then Applicable MHC Resident has the right to cure any default in the payment of rent within 10 days after the expiration of the 5-day grace period described above.
4. MH Home Owner is entitled to sell its Manufactured Home to a buyer that qualifies as a new tenant in the MH Community, without having to first relocate such Manufactured Home outside of the MH Community.
5. MH Home Owner has the right to sell its Manufactured Home, in its existing location, within 45 days after eviction by Land Owner, subject to Land Owner's right to prevent a dangerous condition or any threat or risk of bodily harm to tenants or visitors of the MH Community, and provided, further, that, nothing in this section prohibits Land Owner from exercising any other right or remedy available against MH Home Owner under law.
6. MH Home Owner has the right to (a) sublease, and (b) assign its Lease, for the unexpired term, to the new buyer or sublessee of the MH Home Owner's Manufactured Home, without any unreasonable restraint, as long as the prospective buyer or sublessee, as applicable, qualifies as a new tenant within the MH Community (including satisfying Land Owner's applicable credit and background checks and any requirements in the MH Community Rules and Regulations).
7. MH Home Owner has the right to post "For Sale" sign that advertise the sale of its Manufactured Home, provided, that, such sign comply with the MH Community Rules and Regulations.

8. Applicable MHC Resident has the right to receive at least 60 days' notice of any planned sale or closure of the MH Community.

If any of the foregoing requirements violate applicable law, then such requirement(s) will be deemed automatically void and of no force or effect. The invalidity or unenforceability of such requirement(s) will not affect the validity or enforceability of any other provision of the Lease and Rules and Regulations, and all other provisions will remain in full force and effect.

B. Definitions: When used in Section 24 of the Rules and Regulations, the following terms not otherwise defined in Section 24 shall have the meanings set forth below. Capitalized terms used but not defined in Section 24 shall have the meanings defined in the Lease and Rules and Regulations.

1. “Applicable MHC Resident” means an MH Home Owner and any other renter of a Manufactured Home in the MH Community. For purposes of clarification, “Applicable MHC Resident” does not include (1) an owner or renter of a recreational vehicle (including a park model home) located in the MH Community, and (2) a renter of a residential unit in a building located in the MH Community. “Applicable MHC Residents” means more than one Applicable MHC Resident.
2. “Manufactured Home” means a “manufactured home” as defined in the Manufactured Home Construction and Safety Standards Act of 1974 (42 U.S.C. Chapter 70; 24 C.F.R Part 3280), as amended, and any related fixtures and personal property, and “Manufactured Homes” means more than one Manufactured Home. For purposes of clarification, a “Manufactured Home” does not include a recreational vehicle.
3. “MH Community” means Las Palmas Grand.
4. “MH Community Rules and Regulations” means the written rules and regulations governing conduct within and for the MH Community.
5. “MH Home Owner” means a Person (excluding Land Owner, any Affiliate of Land Owner, and any third party investor at the Mortgaged Property that rents its Manufactured Homes to tenants) who owns a Manufactured Home located or to be located in the MH Community, and “MH Home Owners” means more than one MH Home Owner.

Notwithstanding anything to the contrary in the Lease and Rules and Regulations or in any other document between Land Owner and Tenant, the provisions of Section 24 shall control and will govern and supersede all other provisions of the Lease, and Rules and Regulations, except for when the Lease or Rules and Regulations give more protection to the Tenant than Section 24 of the Rules and Regulations. When used in this Section 24, the terms not otherwise defined in the Lease and Rules and Regulations shall have the meanings set forth in the Section 24.

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Resident

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Date

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Resident

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Date