



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 1/1/2021 supersede any and all previous copies of the Rules and Regulations.

1. REGISTRATION/COMMUNITY APPROVAL:

All potential residents and/or occupants of the Community must submit a Community-provided application for residency for approval, must meet the Community's adopted age-related, income, credit, and criminal background screening criteria to qualify for residency, and must pay any required application fees, which are non-refundable. Failure to receive Management's prior written approval before moving onto a homesite in the Community may result in Management unconditionally refusing residency, and any such persons who move into the Community will be considered trespassers. Upon meeting all qualifications, all residents must sign a rental agreement and all required addenda before residing in the Community.

All approved occupants of a home must be added to the rental agreement as an occupant before they may reside in the Community. Only registered, approved residents, who have signed a rental agreement with the Community and any required addenda, and registered, approved occupants may occupy a home in the Community. Additionally, this Community's practice is to maintain current, updated rental documentation. Therefore, at expiration of any Rental Agreement, Community Management reserves the right to require that a new written Rental Agreement be executed, at which time Resident must sign a new, updated written Rental Agreement with the Community.

Any proposed live-in caregiver for a disabled resident must apply for occupancy in the Community, must undergo the Community's criminal background screening process, and must be approved to reside in the Community before moving into any Resident's home. Additionally, the Resident and caregiver must submit any reliable documentation required evidencing the disability and a disability-related need for the caregiver and, if approved, the Resident and the caregiver must sign a Caregiver Addendum with the Community before the proposed caregiver may reside in the Community.

2. 55+ AGE MANUFACTURED HOME COMMUNITY:

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 homesites in the community.

However, Community Management reserves the right to do the following on a case-by-case basis with prior management approval. In accordance with the 24 CFR 100, the Community is intended and operated for occupancy by at least one person fifty-five (55) years of age or older per home site. Accordingly, (i) not less than eighty percent (80%) of the occupied home sites within the Community shall be occupied by at least one person fifty-five (55) years of age or older, (ii) up to fifteen per cent (15%) of the occupied home sites within the Community may be occupied by at least one person fifty (50) years of age or older 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 home must be at least eighteen (18) years of age or older and (iii) occupancy requirement with respect to the remaining home sites within the Community shall be reserved to accommodate unplanned changes in age classification because of deaths, divorces etc.

When an existing Resident Homeowner(s) transfers ownership or possession of the home (by sale, gift, inheritance, or otherwise), the new Resident Homeowner(s) and all persons who regularly reside with them, must comply with the preceding age restrictions. Any exception to, or enforcement of, the above restrictions shall conform to the Arizona and Federal Fair Housing Acts and the applicable regulations issued by HUD and the Arizona Attorney General's Office. Notwithstanding the foregoing, current Resident Homeowners of the Community not in compliance with these requirements who were approved in writing by Community Owner to reside in the Community as of the effective date of these Statements may remain in the Community.

The Community may elect to change these age restrictions at any future time to either eliminate any age

restrictions for residency; or to require that all persons who will regularly reside in and occupy all manufactured homes in the Community must be sixty-two (62) years of age or older; or to adopt different age restrictions as may then 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.

Owner reserves the right to exempt Community Managers and Maintenance personnel. When an existing Resident Homeowner transfers ownership or possession of the manufactured home (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.

3. LAWS AND DISTURBANCES

Resident Homeowners shall comply with all applicable laws, ordinances, jurisdictions and regulations of the State of Arizona, the county, and the city in which the home is located in. 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.

Residents are responsible for their own conduct and for that of their occupants, guests, visitors, and invitees. Residents and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable and respectful manner at all times in the Community. Offensive or inappropriate conduct towards anyone, and/or harassment of anyone, including but not limited to other tenants, occupants, guests, visitors, invitees, or Community management, vendors, employees, or staff, will not be tolerated and is grounds for termination of tenancy. Residents, their occupants, guests, visitors, and invitees may not yell, curse at, or behave inappropriately towards other tenants, guests, visitors, invitees, Community management, vendors, employees, or staff. Residents and their occupants, guests, visitors, and invitees must not interfere with the management or operation of the Community.

4. RENTAL AGREEMENT, ARCHITECTURAL STANDARDS AND CONTROLS, & 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 Statements of Policies, Rules Regulations, and Standards and Controls will constitute a breach by such Resident Homeowner under the terms of the Rental Agreement.

5. 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 serve a notice on Resident advising that the homesite is in need of care, and if the situation is not remedied within ten (10) days, Management may have the work performed, in which case Resident will be charged the actual or reasonable cost of the work as additional rent, with a minimum fee of at least forty dollars (\$40.00) per hour and a two (2) hour minimum plus the cost of supplies and materials, as additional rent. Additionally, or alternatively, the Community may terminate the Rental Agreement. 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.

All improvements, modifications, removal and/or alterations to the homesite and/or home require prior written approval of the Community and an approved ARB form. All awnings, skirting, storage sheds, screen rooms, AZ Rooms, Garages, Trash Enclosures, Shade Screens, any and all Painting to the

exterior of the Home, Trim or Driveway, Roof and Roofing Materials, all Free Standing Structures to include, Gazebo's Ramada's, Pergolas and any and all other shade structures. Please be advised this list is not all inclusive. Any modification to the exterior to your home, homesite, landscape, hardscape and drainage requires approval of the ARB, approval form and approval from Community Management. All modifications must comply with all state, county, and city laws and zoning regulations in addition to these Rules and Regulations and all Community Architectural Standards and Controls. In some instances, it may be necessary to obtain building permits. If approval is received from the Community, any work performed must be consistent with what was approved and in compliance with all applicable laws and codes.

Trees on the Resident's homesite are part of the homesite. Pursuant to A.R.S. § 33-1451(A), Residents are responsible for maintaining trees on the space including but not limited to trimming as necessary to ensure the health of the tree and to avoid safety hazards. Landlord is responsible for trees in the common areas. Residents may not remove trees or other large plant material without prior written permission from Community Management. Dead or dying trees and landscape must be replaced within 60 days with approval from the ARB and Community Management.

6. MANUFACTURED HOMES: UTILITIES

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.

Residents may not alter, connect, disconnect, or repair any Community or utility company utility service. Residents are solely responsible for service connections and related problems between the utility outlet provided by the Community (usually the service post or meter) and Resident's manufactured home, including but not limited to maintenance of the sewer lateral to the main line (if applicable). Homes must continue to meet the requirements of the ARB as set forth in the Architectural Standards and Controls.

7. PATIOS, CARPORTS & DRIVEWAYS:

Only standard patio furniture, intended for outdoor use and in neat and clean condition and good repair, 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 but not limited to 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.

8. 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 24 inches.

9. 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. Residents may not dispose of business or commercial trash in the Community. All trash must be bagged/sealed before being placed in the disposal bin. Large items such as furniture, appliances, large landscaping trimmings, and the like shall not be placed in or beside Community disposal bins but must be taken to an appropriate

disposal site outside of the Community. Hazardous wastes, including but not limited to batteries, tires, paint, used motor oil, and the like, must be disposed of in accordance with county and city regulations and in an appropriate facility, and may not be disposed of in the Community. 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. Do not flush any of the following down the toilet or put any of the following down sinks or garbage disposals: sanitary napkins, any and all types of diapers and wipes, Kleenex, paper towels, cigarette butts, cooking grease, or any other un-dissolvable materials or foreign objects. The costs to clear stoppages or repairs of sewer lines or septic systems (as applicable) caused by Resident's negligence or improper usage or intentional misuse are the responsibility of the Resident and may be charged to Resident as additional rent.

10. TRAFFIC AND PARKING

The speed limit in the community is 15 mph or as posted and must always be observed. Resident Homeowners are asked to report violators to Community Management. Noisy, non-operative, non-registered or vehicles not insured 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 are designed for two cars. Vehicles including but not limited to 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, boats, utility trailers, 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. Violation of these "Parking" Rules can result in the vehicle or other item being towed away at the vehicle owner's expense.

11. 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 will be made to pet restrictions when reasonably necessary to accommodate the needs of disabled residents. A resident requiring an assistive animal must notify the Community before bringing the animal into the Community. Assistive animals permitted in the Community (unless a reasonable accommodation is required related to any rule) must be leashed at all times when outside the home and under control at all times; must be cleaned up after immediately wherever droppings occur in the Community; must not behave aggressively or viciously; and may not enter other tenants' home sites (without permission) or vacant home sites. If an assistive animal attacks, bites, or behaves aggressively towards another person or animal in the Community it will be required to leave and/or the tenancy may be terminated, depending on the circumstances. Assistive animals are not subject to any pet fees. Pursuant to state and federal fair housing laws, where the disability of the Resident or member of Resident's household requiring the assistive animal is not obvious or otherwise known to the Community, or the disability-related need for the animal is not obvious or otherwise known to the Community, the Community may request reliable documentation evidencing the disability and/or the disability-related need for the specific assistive animal at issue.

12. 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. No door-to-door solicitations of any kind are permitted. A solicitation by one resident without prior invitation of another resident is prohibited by this rule.

13. 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 always accompany their guests 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.

Use of any Community recreational facilities or amenities is not guaranteed. The common areas and facilities may be temporarily closed or even permanently closed for renovations, remodeling, change in use, meetings, Management use, training, maintenance, national emergencies, pandemics, acts of God, due to force majeure, and the like. In no event shall any Community social or recreational facility be considered a place of public accommodation—Community social and recreational facilities are only for the use of tenants, approved occupants, and their invited guests. All personal items and trash must be removed from the common area facilities upon departure.

14. POOL REGULATIONS

Pools are generally 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.** Management reserves the right to close the pool and pool area for maintenance, training, due to force majeure, and/or other management purposes and/or needs.

- 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). Swim hours for children under 16 are posted at the community pool.
- 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. Always use reasonable caution.
- 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 5 years old for health reasons as stated by the American Association of Pediatrics.
- 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.

j. SMOKING IS NOT PERMITTED IN THE POOL AREA; THIS INCLUDES BUT IS NOT LIMITED TO VAPING.

15. 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 18 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. Guests are limited to a maximum stay of thirty (30) days in any twelve-month period. After that they become unauthorized occupants and must vacate unless and until they submit an application for residency, are approved by Management in writing, and either sign a Rental Agreement with the Community, are added to the Rental Agreement as an approved occupant, or sign an occupant addendum with the Community and Resident. 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 in the home during their guests visit without prior community management approval.

Guests may not stay in any camper, RV, travel trailer, or other unit parked in a Resident's driveway. A guest may only stay, subject to the limitations set forth herein and in Resident's Rental Agreement, in the Resident's home.

16. RESPONSIBILITY

Community Management is not responsible for any loss or losses resulting from fire, theft, flood, acts of God, pandemic, or accident. The Community reserves the right to temporary or permanently close or restrict any Community common area, amenity, or facility for any reason without any reduction or modification in rent being required. Reasons may include, for example, acts of God, pandemics, war, extreme weather conditions, change of use, accident, and the like. Resident Homeowners are responsible for all damage caused by their negligence or that of their guests and any damage caused by their pet.

17. SECURITY

All residents must have a community 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 community less than 24 hours and/or not registered when in common areas.

The Community cannot and does not guarantee Residents' security. Residents are responsible for their own security and should take steps like ensuring that their home has adequate lighting, locking their doors, locking their vehicles, and the like. A Resident Homeowner who observed unauthorized person(s) or observed criminal activity in the community should please dial 911 and then notify Community Management and Security immediately.

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

18. PERMITTED USE OF HOMES

The name or address of the community shall not be used for any purpose of advertisement, sale of automobiles, homes, or other merchandise. 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 but not limited to daily or nightly babysitting services. The homesite is to be used for residential purposes only. All other uses are prohibited.

19. SUBLEASING OF HOMES

Resident shall not sublet, lease, rent or otherwise allow any person to occupy their homesite or home except with the written consent of Community Management which Community Management may give or withhold in its sole and unfettered discretion. Subleasing may be permitted only under the following conditions:

- a. A notice of intent to sublease must be submitted by Resident to Community Management and must receive written approval no less than thirty (30) days before anticipated or requested commencement of the subleasing. In addition, all proposed sublet homes must receive an approved 4-corner inspection to determine the home meets the current Architectural Standards of the community.
- b. The minimum term of the sublease agreement shall be for no less than ninety (90) days and shall be on a form approved in advance and in writing by Community Management. Community Management does not permit short term rentals such as Air B&B, Vrbo.com and others.
- c. The proposed sublessee must complete an application for tenancy and must be personally approved for residency in writing, by Community Management. Accordingly, the Resident and proposed sublessee must:
- d. Execute a sublease in a form approved in advance by Community Management, which incorporates the duties required by this Agreement where applicable and which more substantially defines the relationship between Community Management, Resident, and the sublessee. Such execution must be accomplished at least three (7) days prior to proposed sublessee taking possession of the homesite and/or home. Upon acceptance of the Sublease Agreement, Community Management will charge the Resident's account a \$300.00 Administrative fee for application processing, document preparation and sublessee orientation.
- e. Sublessee shall execute a copy of the Rules and Regulations, Architectural Standards, Pet Agreement (if applicable), and all other applicable residency documents required by Community Management prior to occupancy.
- f. Concurrently with signing, Resident and sublessee shall disclose and provide true and complete copies of all agreements, amendments, addendums, or modifications of any agreements between Resident and proposed sublessee.
- g. Resident shall pay a \$200.00 Administrative Fee payable to Community Management for each occurrence of sublease, rental or other occupancy.

20. SALE OF HOMES

Resident shall not list their home for sale or enter into any sale agreement without completing the following:

- a. A notice of intent to sell must be submitted by Resident to Community Owner no less than thirty (30) days before anticipated listing commencement. Please be advised, if not listing with Community (Valley of the Sun Homesales) Buyer or Seller will pay the Community a \$400.00 Administration Fee for document preparation and orientation.
- b. All Homeowners intending to list or sell their home must have a 4-corner inspection done by Community Management prior to listing their home for sale to determine the home meets the current Architectural Standards of the community. Following completion of the 4-corner inspection, Resident(s) should meet with Community Management to determine what upgrades, if any, must be done to bring the home to current Community Architectural Standards. All work must be done prior to sale or the buyer will be required to bring the home into compliance as a condition of approval for residency.

Residents cannot guarantee prospective buyers will be approved for residency. A prospective buyer has no rights of tenancy until the buyer has met all the Community's tenancy qualifications and has signed a Lease Agreement with the Community. As an additional condition to Community approval of any buyer as a Resident, the Community may require that any outstanding balance owed to the Community by the seller be paid.

If the buyer does not qualify and the sale of the home is finalized, the home must be moved from the Community, or a storage agreement completed, and the home is listed for sale.

Residents who wish to sell their home themselves or through an outside listing agent are subject to a \$400 administrative fee, which covers the processing and orientation associated with the new homeowner.

One (1) "For Sale" sign, not exceeding 12-inch x 18-inches as provided for in the Arizona Mobile Home Parks Landlord Tenant Act, may be displayed on the home or in home's front window only

when the home is for sale. This rule does not apply to signage used by landlord to market Community Home Sales through Valley of the Sun Homesales. No other signs are permitted on a Resident's space. Flyer racks, tubes, hangers, "For Sale", "Open House", "Available" and other banners, flags or A-Frame signs are prohibited.

Management may require a home being sold to be removed from the Community if (1) the home cannot reasonably meet standard specifications determined by the Community for that home site; or (2) if the home is in run-down condition or in severe disrepair as determined by Management in Management's sole discretion. A home may not be removed from its homesite and replaced by another home without specific approval of the Community Management and an ARB Form is completed.

21. REMOVAL OF HOMES

At the expiration of the Residents Lease term, Resident or their successors in interest may remove their home from the Community as provided in A.R.S. § 33-1485.01. Resident must provide the Community with a Notice of Removal of Home from Community not less than thirty (30) days prior to move-out (this time is necessary for management to make arrangements to oversee the homes removal). A form of notice is available from the management community office.

Resident must designate a person or entity that will be responsible for the move-out. If this responsible party is not licensed as a contractor by the Arizona Registrar of Contractors or Department of Housing, a move-out deposit of \$2,500.00 or the then current maximum allowable statutory amount less any security deposit of Resident's then held by the Community, and paid via money order or cashier's check, must be posted.

Before the home is removed, Resident and/or Resident's moving company must provide the Community with a certificate of insurance evidencing that the mover is insured in the event damage is done to the Community or adjacent homesites during the homes removal.

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

When the home is removed, the homesite must be left completely clear and clean, with all holes and depressions filled in with clean fill dirt, so that the space is restored to a condition as if no home had ever been placed on it, and so that it's ready for the placement of a new home.

When the home is removed, all holes and depressions must be filled in. All debris, garbage, tie-downs, concrete driveways and pads, piers and foundations must be removed. Utilities must be returned to original service condition, location and capped off. The space must be graded and level, and approximately the same level as adjoining lots. If fill dirt is necessary, Resident is responsible for supplying clean fill dirt.

22. 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 a '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 section #5 herein for maintenance rates and charges.

23. OFFICE HOURS

The office is open daily except holidays Monday to Sunday, 8:00 am to 5:00 pm. All business shall be conducted during these hours.

24. COMMUNITY HOURS

All business that residents need performed at their home or homesite must be conducted during the hours of 7:00 am – 5:00 pm, Monday to Sunday

25. 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.

26. REVISIONS TO RULES AND REGULATIONS

Thesman Communities 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, always, be available to the Resident Homeowners in the Community Managers office.

27. COMMUNITY MANAGERS

Our Community Managers, as representatives of Las Palmas, are instructed to exercise fairness and transparency in carrying out their duties to the Resident Homeowners. 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 the Regional Manager at (480) 380-3000 or (510) 551-0841 or send a letter (and a copy) to the addresses shown below.

Regional Manager
Thesman Communities
11100 Santa Monica Blvd. Ste.1150
Los Angeles, CA 90025

Regional Manager / Thesman Communities
c/o Las Palmas Grand
2550 S. Ellsworth Road #437
Mesa, AZ 852009

28. 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.

29. ACKNOWLEDGE

I hereby acknowledge that I have read, understand, and agree to comply with the Rules and Regulations set forth herein.

Resident Homeowner

Date

Resident Homeowner

Date

Community Manager

Date