



**SHADY ACRES MANUFACTURED HOME AND RV COMMUNITY**

**Age 55+ Community**

**1340 W. Third Street**

**Yuma, AZ 85364**

**RULES AND REGULATIONS**

**Effective August 8, 2025**

**Section 1 - Definitions:**

- A. As used in these rules and regulations, the term **homeowner, resident, or tenant** means that person who is in lawful occupancy of a manufactured home space, a Community Owned Home situated at Shady Acres pursuant to the terms of a written rental agreement with the park, and who is the registered owner of the manufactured home as reflected on a current State of Arizona Certificate of Title of lawful occupant of a Community owned home pursuant to a Rental Agreement, or a legal owner of a currently registered Recreational Vehicle who has registered with the office and completed a Guest Ticket.
- B. The term **Recreational Vehicle (RV)** shall mean (a) a portable camping trailer mounted on wheels and constructed with collapsible partial sidewalls that fold for towing by another vehicle and unfold for camping; (b) a motor home designed to provide temporary living quarters for recreational, camping or travel use and built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle; (c) a park trailer or park model built on a single chassis, mounted on wheels or originally mounted on wheels and from which the wheels have been removed and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty square feet and not more than four hundred square feet when it is set up, except that it does not include fifth wheel trailers; (d) a travel trailer mounted on wheels, designed to provide temporary living quarters for recreational, camping or travel use and of a size or weight that may or may not require special highway movement permits when towed by a motorized vehicle and that has a trailer area of less than three hundred twenty square feet. This subdivision includes fifth wheel trailers. If a unit requires a size or weight permit, it shall be manufactured to the standards for park trailers in section A 119.5 of the American national standards institute code; and (e) a portable truck camper constructed to provide temporary living quarters for recreational, camping or travel use and consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pickup truck.
- C. The term **authorized or additional occupant** means any person who is lawfully occupying the manufactured home at the request of, or with the permission of the homeowner who is not a tenant, resident, or a homeowner as defined above. Said authorized or additional occupant is not a resident or tenant of the park and can only reside in the manufactured home as long as the homeowner, resident, or tenant also resides in the home. A homeowner who wishes to have an authorized or additional occupant reside with them must register that person with the park manager on a form to be provided by management.

- D. The term **guest or short-term guest** means any person who is residing with a homeowner who has stayed one (1) or more nights and not more than thirty (30) days in a twelve (12) month period, or fourteen (14) days in any calendar month.
- E. The term **park or manufactured home community, community, management, or landlord** refers to Shady Acres RV Park LLC, dba Shady Acres Manufactured Home and RV Community located at 1340 W. 3<sup>rd</sup> Street, Yuma, AZ 85364, its owners, agents and on-site resident managers.
- F. The term **lot, space, premises, or unit**, means that portion of the community land that is defined by a number and marked boundaries upon which a home is situated.
- G. The term **home** refers to the homeowner's mobile or manufactured home or RV, or the community owned home a resident is renting from the community.

### **Section 2 - Rules Relating to Rents and Other Charges:**

- A. All rent and other charges are due on the 1<sup>st</sup> of every month and are delinquent after the fifth (5<sup>th</sup>) day of every month. Acceptable forms of payment are specified in your lease agreements and tenants also have access to an online payment portal.
- B. Late fees and NSF fees will be charged as specified in your lease agreement.
- C. Make all payments payable to Shady Acres RV Park LLC.

### **Section 3 - Rules Relating to Maintenance of Manufactured Homes and Manufactured Home Homesite:**

- A. **Architectural Control:** All manufactured homes new to Shady Acres will be subject to the approval of the management prior to acceptance into the community. All manufactured homes must be lawfully licensed and registered with the State of Arizona. Within 60 days of move in, all manufactured homes must be skirted, and if the lot allows, carport and/or porch awnings must be installed. Awnings must pass the front and back doors on each side of the home and be made of aluminum. Material must be kept in good condition at all times. All improvements to the home will comply with all local and state codes for each specific type of home.
- B. **Hitches and Tongues:** Hitches and tongues must be removed completely (except as prohibited by law) from any manufactured home in the community.
- C. **Storage Sheds:** All storage sheds shall not exceed a maximum of 100 square feet, and shall be located on the driveway side of the manufactured home in an area bounded by the outside line of driveway and the rear line of the home. They must be maintained in good condition and be constructed of materials approved by management. Prior approval is required before constructing or altering any shed.
- D. **Fences:** Fences are not permitted in the community. Homeowner and resident are responsible for any and all cost associated with removal of fence.
- E. **Encroachment:** If any homeowner's or resident's home, accessory, structures, or appurtenances encroach on another home or premises, in the community's discretion and pursuant to this section, the community

reserves the right to require the home, accessory structures, or appurtenances be moved or removed, so it does not encroach on the other affected home or premises, at the sole cost of the homeowner or resident.

F. **Premises Control:** Each premises shall remain under the direct control of management. The configuration of each premises is designated by management. The community reserves the right to adjust the dimensions of each Premises at any time for any reason the community deems appropriate, including, but not limited to, compliance with code setback requirements, either for existing Homes, or to accommodate homes being brought into the community. The premises designated for each homeowner or resident's use shall consist of a rough approximation of the premises designated on a map of the community maintained by management from time to time. However, the premises is not precisely legally described and the community shall not be liable for variances between the map and actual premises. Additionally, as the size of homes change and setback requirements change, the approximate boundaries between premises may be reasonably adjusted by the community. Such adjustments shall not change the rental amount any homeowner or resident pays per the Rental Agreement.

G. **Landscaping:** Grass, rock, shrubbery, and flowers are the standard landscaping required for each premises and shall be completed within sixty (60) days after the homeowner, tenant or resident moves home into the community. Homeowner and tenant are responsible for landscaping the entire manufactured home space. Homeowner and tenant are responsible for maintaining lawn, flowers, shrubs and all landscaping in a neat, weed-free condition, including keeping all meter and utility hook-ups accessible at all times and shall be clear of all shrubbery and debris. Homeowner and tenant are responsible for maintaining their landscaping including pruning trees, cacti, saguaro cacti, bushes, shrubs, plants, flowers, and other landscaping to maintain and ensure the health of the tree or plant. Removal or trimming of community installed trees without management's approval is not allowed. Homeowner and Tenants shall not permit rocks or pebbles, etc. used as part of the landscaping to spread into the street, sidewalk, or driveway.  
**Landlord reserves the right to charge and/or hire an outside company to clean the premises at the expense of the homeowner or resident as additional rent.**

H. **Water Usage and Drainage:** Leaks shall be promptly repaired or reported to management. Residents shall not waste water or leave water running unattended. Disruption of water drainage by landscaping or other construction or watering which creates erosion or standing water on the lot or in other areas is prohibited. During times of declared drought or other water shortages, residents shall comply with water usage guidelines. Homeowners and residents shall immediately report any adverse drainage condition on the premises and within the community and shall not place items that may otherwise interfere with the community's drainage channels or system. At the cost of the homeowner, homeowner will be responsible for plant watering, grading, and drainage on the Premises and shall be responsible for the results of all modifications in grading or drainage.

I. **Sewer Drains:** The sewer drain connector on a manufactured home or recreational vehicle must meet all State of Arizona and city requirements. The drain must be gas tight and leak free, sloped to drain 1/4 inch per foot, and supported at 4-ft. intervals. Sewer connections must be semi-rigid, corrosive-resistant, nonabsorbent, durable and have a smooth inner surface. The diameter of the connection should be at least 3 inch and must be a single pipeline without branch fittings and all joints must be watertight. Flexible hose type drains for recreational vehicles are acceptable for temporary connections only.

J. **Utility Pedestals:** Utility pedestals (gas, electric, cable, telephone, etc.) must be kept accessible at all times. Your home or RV must not exceed the pedestal's amperage.

- K. **Lot Maintenance:** Homeowners and tenants shall maintain their spaces in a clean, well-kept, attractive fashion, including the front, sides and back. All trash, debris, boxes, barrels, brooms, ladders, etc., must be completely out of sight. Homeowners are responsible for ensuring that streets and gutters bordering on their spaces are kept free of dirt, leaves and other debris. All concrete, asphalt, and other surfaces on or around the Homeowner's and Residents Home and Premises shall be kept clean and maintained free of oil dripping, grease, and other debris, and kept in good repair and condition. Any damage shall be removed or repaired at the Homeowner and tenant's cost.
- L. Satellite dishes must be approved by management, and must be located behind the manufactured home in an inconspicuous place and may not be larger than 40 inches in diameter.
- M. Due to underground utilities, all digging must have management approval.
- N. **Pest Control:** Homeowners and residents shall undertake any and all necessary steps to abate, control, and eliminate lice, termites, roaches, flies, arthropods, insects, rodents, squirrels, bees, stray animals, bedbugs, or any other pest in or around the home and premises.
- O. **Manufactured Home Maintenance:** Homeowners and residents agree to maintain the home in conformity with the minimum standards outlined within and are responsible for all costs related to installation and setup. The exterior of all manufactured homes including (but not limited to) porches, screen rooms, outdoor carpeting, awning supports, and the like, must be kept clean and in good, safe and neat appearing condition. Seasonal decorations/lighting shall be promptly removed following the holiday. All electrical, water, sewer, and gas connections must be kept in good, safe, leak-proof condition and unobstructed at all times and in compliance with all state municipal laws. No tin foil allowed in the windows of the home. No gutter plates are permitted.
- P. **Changes to Home or Lot:** No construction, porch, awnings, awning support, deck, cabana, fence, skirting, landscaping or other change may be installed, replaced, painted or altered without the prior agreement of management. Alterations must comply with existing codes and permits. Permission for changes will expire one hundred twenty (120) days from the original date of approval if the work is not completed. Improvements must be maintained to management's standards. Tenants may be required to remove, at their own expense, unsuitable changes placed or erected by them on the lot. Unless approved in writing by management, a home cannot be affixed to a premises nor can an addition or improvement be made to any premises or home that would create a habitable structure, bedroom, or room.
- Q. **Exterior Paint:** Homeowners may only paint their home in neutral tones that have been approved by management.
- R. **Lot Usage:** No towels, rugs, wearing apparel, or laundry of any description may be hung outside the manufactured home at any time. No swimming pools, hot tubs, water slides, wading pools, or ponds, shall be allowed on your lot. No bounce houses or trampolines are allowed on individual lots. Appliances such as washers, dryers, and refrigerators are prohibited outside any home unless legally installed with management approval. All furniture outside the home must be items that are designed/approved for outdoor use.
- S. **Signs, Banners, and Flags:** A maximum of two (2) flags may be displayed per lot or residence at any given time. Each flag must not exceed three feet by five feet (3'x5') in size. Flags must be non-offensive in nature and may not contain hate speech, profanity, explicit content, or incite violence or discrimination. The landlord reserves the right to request removal of any flag deemed inappropriate or disruptive. Flags must

be securely mounted and maintained in good condition (not torn, tattered, or faded flags). Flagpoles or mounts must not damage the structure or pose a safety hazard and they must not obstruct walkways, signage, or windows, or emergency access.

T. **Correction of Deficiencies:** Conspicuous deficiencies or unsightly conditions of homesite landscaping shall be corrected within fourteen (14) days after being reported to the tenant. Major repairs require prior approval and tenants shall comply with all applicable state laws regarding the use of licensed contractors therefor.

#### **Section 4 - Recreational Facilities and Other Park Facilities:**

A. **Clubhouse (if applicable):** Recreational facilities are provided for the exclusive use of homeowners, tenants, residents, additional occupants and their guests. Rules regulating the use of the clubhouse are posted in the clubhouse. All who use the clubhouse must have appropriate attire and be respectful of all others. Drinking alcohol in the clubhouse is not permitted unless prior permission from Management is granted for resident events. Smoking is prohibited. After use, the clubhouse must be cleaned and restored to its original condition. Homeowners, tenants, residents and their guests using the clubhouse are responsible for leaving the facilities in the same condition in which they found them. A homeowner, tenant, or resident must accompany guests. A clubhouse agreement must be signed before reserving the clubhouse.

B. **Swimming Pool (if applicable):** The swimming pool is for the exclusive use of homeowners, residents and their authorized guests. A homeowner, tenant, or resident must accompany guests when using the swimming pool. Use of the swimming pool is at the homeowner(s)', resident(s)', or guest(s)' risk. No lifeguard at the swimming pool is provided. For health and safety reasons, no one under the age of 14 is allowed to swim without adult supervision and the adult must be a resident of the community. It is strongly recommended that no person use the pool alone unless accompanied by at least one (1) person who knows how to swim and is capable of assisting a non-swimmer in the event of an emergency. Additional swimming pool rules are posted at the pool. A swimming pool release form must be signed before using the pool.

C. **Laundry (if applicable):** Laundry facilities are for homeowner, tenant, or resident use only. Rules posted in the laundry room shall be observed.

D. **Other Park Facilities:** A homeowner, tenant, or resident must accompany guests when using any Park facilities and all posted rules shall be observed.

E. **Use of Park Facilities by Public:** The use of any park facility to which the general public is invited or for commercial or business purposes is specifically prohibited. Park facilities will not under any circumstances be made available to the general public. Prior permission from Management is required for Community hosted special events that are open to the public.

F. **Common Areas:** Common areas are designated for community use only. Personal items and activities are not permitted. No smoking in common areas or outside of the lot premises. All common areas must remain clear of obstructions, including but not limited to trampolines, bounce houses, and similar structures, which pose safety hazards. Homeowner, tenant, and/or resident must ensure that common areas are accessible and safe for all community members.

## **Section 5 - Vehicles:**

- A. **Parking:** Homeowners, tenants, residents, and guests are allowed to park in designated driveway areas on their lot. The entire vehicle needs to be parked in the driveway area. No parking is allowed on the vacant lots or in any landscaped area of the park. On street parking is not permitted. The streets are considered emergency fire lanes. Guests and visitors shall park on the host lot or in visitors parking. If your vehicle or your guest's vehicle is parked in a non-permitted area, then it will be subject to being towed away at the vehicle owner's expense.
- B. **Vehicles:** Unsightly vehicles shall not be permitted to park on manufactured home space. No repairing or minor servicing of cars will be permitted in driveway, carports or streets. Any car dripping gasoline or oil must be fixed to avoid damage to the pavement. Drip pans may be used if kept clean. Driveways are to be kept clean of oil stain. Covers on vehicles are discouraged, but if used must be approved by management and specifically made for the vehicle, neutral nonreflective color and kept in good condition. No parking of any motor homes or any travel or other trailers, detached campers, is allowed in driveways, streets or fire lanes. All vehicles in the community must be operational and have current State registration. Off-road vehicles, or boats including boat trailers, are permitted in the community with prior approval from management and must fit completely in the designated driveway areas on their lot. This would include the following: ATV, go carts, mini motorcycles, gas powered scooters etc. Management reserves the right to prohibit the use of any noisy vehicles within the community.
- C. **Recreational Vehicles:** Recreational vehicles such as motor homes, trucks, buses, travel trailers, and campers may be parked in designated parking spots if available as long as an agreement has been signed and fees have been paid. Trailers, automobile trailers, or equipment trailers are not permitted to be permanently parked in the park at any time. Recreational vehicles may not be used as additional sleeping quarters or cooking facilities while in the park. Any truck or van in excess of five (5) tons, utility, and commercial vehicles are prohibited and shall not be permitted to park in the park at any time.
- D. **Vehicle Safety:** For safety reasons, the recommended speed limit in the park for any vehicle is five (5) miles per hour. Vehicles shall be operated in a safe, courteous and cautious manner at all times. A motorized vehicle may not be operated by an unlicensed person or be driven while impaired or under the influence of any drug or alcohol. Vehicles shall not be driven through the yard or Premises of another homeowner or resident.
- E. **Inoperable Vehicles:** No inoperable vehicles are permitted in the park in driveways or in any other area, including RV parking. For purposes of this section, vehicles include trailers, boats, boat trailers or automobile trailers or equipment trailers regardless of whether said vehicles are registered with the State Motor Vehicle Division.
- F. **Towing:** Management reserves the right to have vehicles towed away, pursuant to applicable state laws and City ordinances, any unauthorized vehicles which may be parked or situated in the park premises whether owned by a homeowner, resident, tenant, occupant, or their guests.

## **Section 6 - Age Restrictions, Occupancy Standards, and Conduct of Homeowners, Residents, and Guests:**

- A. **Resident Information:** Homeowners, residents, and tenants will be required to submit a community approved application for resident for approval, pay screening fees, and shall meet the community's adopted screening criteria. Upon receiving approval for residency, all homeowners, residents, and tenants

shall sign a rental agreement and required addenda before residing in the community. Residents shall provide and keep current information as management may lawfully require. Such information includes, but is not limited to, identification that includes both a photograph and a signature. Management shall have the right to make copies of such information to be placed in the resident's file.

- B. **Unauthorized Resident:** Any person other than a guest must be approved for residency by management and be identified on the lease/rental agreement. If a guest stays more than thirty (30) days in any twelve (12) month period, or fourteen (14) days in any calendar month, that guest becomes a prospective resident and unauthorized occupant, who shall immediately vacate the premises and the community until the prospective resident submits an application for residency and is approved for tenancy by the landlord in writing.
- C. **Age 55+ Community:** This Community is designated as Housing intended for Older Persons pursuant to the Housing for Older Persons Act of 1995 ("HOPA"). No one shall occupy a Home in the Community as a Homeowner or Resident who is not fifty-five (55) years old or older. No new Rental Agreements will be executed unless at least one (1) Homeowner or Resident at each space is fifty-five (55) years of age or older. Management may make exceptions to the requirement of an over fifty-five (55) Homeowner or Resident under special circumstances provided there is at least one (1) Resident over fifty-five (55) years of age and all other Residents are over forty (40) years of age. No exceptions will be made in the total number of Premises with an age fifty-five (55) or over Homeowner or Resident would fall below eighty percent (80%) of the occupied Premises after the exception. All prospective Homeowners and Residents of the Community will be screened for compliance with these provisions, and no application for residency will be accepted without satisfactory proof of age, such as a valid driver's license, birth certificate, or passport. The Community reserves the exclusive, unrestricted right to grant an exception to this requirement when, in the exclusive opinion of the Landlord, special circumstances warrant the granting of an exception so long as such exception does not interfere with the Community's status as Housing intended for Older Persons. Any such exception shall be made in writing and signed by both parties. At the time of application for initial occupancy, or on demand of Management, all potential Homeowners and Residents and Authorized Occupants and all existing Homeowners and Residents and Authorized Occupants shall be required to produce for inspection and copying one (1) of the following age verification documents: driver's license; birth certificate; passport; immigration card; military identification; other valid local, state, national, or international documents containing a birth date of comparable reliability. On January 1 of each even numbered year, or such other date as dictated by Management, in Management's sole discretion, all Homeowners and Residents shall be required to provide the names and ages of all current Homeowners, Residents, and Authorized Occupants of the Home in writing, to Management. Failure to provide such requested documentation or information shall constitute a violation of the Rules and Regulations, and Rental Agreement, and Homeowner or Resident may be subject to eviction pursuant to applicable law.
- D. **Caregiver:** Any proposed live-in caregiver for a disabled homeowner or resident shall apply for occupancy in the community, shall undergo the community's criminal background screening process, and shall be approved to reside in the community before moving into any home. Additionally, the homeowner or resident, and caregiver may submit any reliable documentation required evidencing the disability and a disability-related need for the caregiver and, if approved, the homeowner or resident and the caregiver may sign a Caregiver Addendum with the community before the proposed caregiver may reside in the community.
- E. **Occupancy Standards:** No more than two (2) persons per bedroom, plus one (1) additional person per manufactured home may regularly occupy the manufactured home on a full-time basis. A bedroom is

defined as a room so designated per the manufacturer's original specifications for the manufactured home. At least one Homeowner on the registered home title must reside in the home.

- F. Conduct and Curfew:** Homeowners, tenants, residents and guests are not to conduct themselves within the park in such a manner as to constitute a substantial annoyance to other residents, or the park resident managers, or any other employee or agent of the park owner. No person shall create noise or engage in conduct in a home, on a lot, or elsewhere in the Community, which annoys or interferes with the rights, comforts or conveniences of other residents or management. No person shall loiter, play, enter, climb, or cut across any Premises, fence or building for which they do not have permission. Further, all residents shall comply with all local and state noise ordinance. Homeowners and tenants are fully and completely responsible and accountable for the conduct, behavior, and actions of all persons residing with or visiting them. Homeowners and tenants will be held financially responsible by the park for any damage, vandalism, or theft of park property committed by any persons residing with or visiting them. Offensive, harassing, threatening, physical assault, or inappropriate behavior is grounds for termination of tenancy.
- G. Compliance and Adherence to Rules and Regulations:** Homeowners and tenants are expected to acquaint all persons residing with them or their guests with the park rules and regulations and to insure that said persons comply with same at all times while living in, or visiting the park. All persons shall comply with all federal, state, city, and county laws, codes, and statutes. It shall be deemed a violation of the Rules and Regulations of this Community for Homeowner or Resident to be in violation of any of the requirements of Arizona Law with regard to homeowner or resident's home, including but not limited to registration, taxes, and government fees.
- H. Taxes and Fees:** Homeowner shall timely pay any and all taxes and governmental assessments, including, but not limited to, real and personal property taxes levied against a Homeowner or Resident's Home, improvements, or personal property. If Homeowner or Resident fails to pay such taxes or governmental assessments, it shall be deemed a material breach of the Rules and Regulations. Homeowner and Resident shall provide Management with proof of such payments within fourteen (14) days of requests.
- I. Restrictions:** Homeowner and Resident shall not engage in any act or omission which may subject the Community or Landlord to liability risks, violations of the law, increase the Landlord's rate of insurance, or which may cause the risk of cancellation of any contract or policy of insurance.
- J. Alcohol:** Alcohol may not be consumed anywhere outside of the boundaries of any lot. Containers for alcoholic beverages consumed outdoors shall be emptied and disposed of immediately after use. Drinking alcohol in the clubhouse is not permitted unless prior permission from Management is granted for resident events.
- K. Guest fees:** There is no charge for short term guests staying under twenty (20) consecutive days or thirty (30) days in a calendar year. (If a guest stays longer, the homeowner or tenant must register said guest with the park manager and a monthly fee may be charged.)
- L. Mail:** A flag shall be raised when mail is placed in a Homeowner's or Residents mailbox. Homeowners and Residents shall include the number associated with the Premises with directing mail to the Community. Homeowner and Residents wanting to have mail forwarded, must provide management with forwarding address labels.

## **Section 7 - Pets:**

- A. No pets may be kept in the Community without prior written permission of Management. A pet/animal screening profile is required for each applicant through a third-party agency, Pet Screening. We will require the type, breed, weight, age, vaccinations, two photos, and completed affidavit section about your pet ownership. There is a limit of two (2) pets per home site. At maturity pets may not exceed a maximum weight of 40 pounds. Tenants are subject to pet charges as provided in their rental agreements or the pet addendum thereto, and Tenant must sign a Pet Addendum to the Rental Agreement ("Pet Addendum"). The pet charges constitute additional rent. A pet is here defined as a domestic dog or cat. Except for small birds or fish, all other animals are prohibited. Residents of community owned homes will not have a fish tank(s) over 30 gallons.
- B. Breeding of animals is not permitted. Feeding and/or watering of stray animals and/or wild animals, including but not limited to cats, is prohibited. No pet food should be left outdoors.
- C. Pets cannot be left unattended with or without a leash outside the home and may not be walked in the community unless controlled on a leash of not more than six (6) feet in length. Pets may not be left unattended outdoors. Outdoor pet housing is prohibited. All cats must be indoor cats and not allowed to freely roam the community. No bird is allowed out of the bird cage and cages must be kept indoors.
- D. Pet droppings on or off tenant's lot must be cleaned up immediately by tenant, and properly disposed of. Pets are not allowed in the common areas, laundry room, swimming pool, or recreation center.
- E. Guests and visitors are not permitted to bring pets into the Community. "Pet sitting" is prohibited.
- F. Barking, growling, snarling, crying, howling, and other such noises which disturb other tenants is cause for revoking permission to keep a pet. Aggressive or vicious behavior including but not limited to biting, scratching, or attacking another resident, a guest, or any employee, manager, vendor, or Community staff member is cause for revoking permission to keep a pet and may also constitute cause for immediate termination of tenancy.
- G. Pets shall not be allowed to enter another Tenant's home site, flowerbeds, shrubs, yard, or any vacant home sites.
- H. Each Tenant is responsible for complying with all applicable state, city, and county requirements with respect to licensing, vaccinations, and leash laws. Proof of current licensing and vaccinations must be provided to Community Management before the pet may be approved and before it is brought into the Community. Additionally, proof of current licensing and vaccinations must be regularly updated in the Community office and must be provided by Tenant to Community Management at any time upon Management's request.
- I. All pets must be spayed or neutered by six (6) months of age in order to be Community approved. Non-conforming animals in the Community with management approval on the effective date of this rule will be allowed to remain, but new animals born or brought into the Community thereafter must comply or must be removed. Tenant must provide proof of spaying or neutering to management on request.
- J. Dangerous breeds of animals will not be allowed. In the case of dogs, dangerous breeds include *but are not limited to* Huskies, Chows, Dobermans, Rottweilers, Wolf-hybrids, German Shepherds, Pit Bulls of any kind, American Staffordshire Terriers, Staffordshire Bull Terriers, and Presa Canarios. This applies to both full

and partial/mixed breed dogs. Management's decision as to whether any pet is a dangerous breed is final and conclusive. Farm-type animals like ducks, geese, rabbits, goats, pigs, chickens, and exotic pets, like snakes and pot-belly pigs, are prohibited.

- K. Permission to keep a pet may be revoked if any violation of these Rules or any violation of a Tenant's Pet Addendum is observed; or if the pet constitutes a nuisance, bites, attacks, or in any way interferes with others and/or causes complaint. Any pet that prevents or inhibits Management or its agents from entering a Tenant's space shall be considered a nuisance. Once required to leave, a pet may not be returned to the Community. Violation of these Rules, Tenant's Pet Addendum, or valid complaints received from other residents or Community employees are also grounds for termination of tenancy.
- L. Exceptions will be made to these pet restrictions when reasonably necessary to accommodate the needs of disabled residents. Assistive animals permitted in the Community (unless a reasonable accommodation is required related to any rule) are subject to the same rules concerning conduct, control, and clean-up as pets, and Tenants with such animals in their households will be responsible for complying with those rules. Assistive animals are not subject to pet fees. Pursuant to state and federal fair housing laws, where the disability of the Tenant or member of Tenant'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.

#### **Section 8 - New Installations or Resale of Manufactured Homes in the Park:**

- A. **Sale of Homeowner's Manufactured Home:** A homeowner wishing to sell their manufactured home should immediately notify the Park Office and obtain from the Park Office any guidelines for resale of the manufactured home in the park. Any prospective purchaser of a manufactured home must obtain from the Park Office the website to access the application for tenancy at Shady Acres. The purchaser must fully complete the online application. One "For Sale" or "Open House" sign not exceeding twelve (12")\_ by eighteen (18") inches may be displayed only on the Home or in the Home's front window.
- B. **Exterior Inspection of Manufactured Home to be Resold in the Park:** Upon notification to the Park that a homeowner is selling their home, the Park's Resident Manager will conduct an exterior inspection of the manufactured home and the selling homeowner will be provided with a written inspection sheet which will detail what improvements/upgrades the Park will require be made to the exterior of the manufactured home and/or the manufactured home space prior to its resale. Management may require the removal of a home upon sale or transfer in accordance with applicable provisions of state law in order to upgrade the quality of the community.
- C. **Completion of Work to Exterior of Manufactured Home and/or Manufactured Home Space Prior to Sale:** Except with the prior written permission of the Park, all exterior maintenance, improvements and upgrades must be completed prior to the sale of the manufactured home by the selling homeowner.
- D. **Title:** Homeowner and Resident shall provide Management, prior to entering into the Rental Agreement, a current copy of the title or other sufficient evidence of ownership, which indicates legal owner, any lien holder (s) or serial or identification number (s) to Homeowners Home. The Park will require a selling homeowner to provide proof that the purchaser will become the new registered owner of the manufactured home.

- E. **New Installations:** Management may deny, at its sole discretion, the entry of any home into the community. Replacement homes shall not be older than 20 years from the proposed installation date, in addition to meeting all other requirements. Plans describing installation on the lot must be submitted and approved before the home enters the community.
- F. **No Guarantee:** Homeowners cannot guarantee prospective buyers will be approved for residency. If the buyer does not qualify and the sale of the Home is finalized, the buyer will NOT be allowed to live in the Community at the time of sale. A prospective buyer has no rights of residency until the buyer has met all of the Community's residency qualifications and has signed a Rental Agreement with the Community. As an additional condition to Community approval of any buyer as a Homeowner, the Community will require that any outstanding balance owed to the Community be paid.
- G. **Removal of Home:** Management may require a Home being sold, to be removed from the Community, if the Home cannot reasonably meet standard specifications determined by the Community for the Premises, or if the Home is in run-down condition or in disrepair in the judgment of Management. Manufactured homes older than 20 years will be considered if they meet the community's standard by Management on a case-by-case basis for continued placement in the Community.

## **Section 9 - Removal of Homes from Community**

- A. **General:** Tenants may remove their homes from the Park as provided in ARS §33-1485.01. Tenant must provide the Park with a Notice of Removal of Manufactured Home From Park not less than thirty (30) days prior to move-out (this time is necessary for management to make arrangements to enable the move-out). A form of notice is available from management office.
- B. **Responsible Party:** Tenant must designate a person or party who will be responsible for the move-out. If this responsible party is not licensed as a contractor by the Registrar of Contractors or the Fire, Building and Life Safety Department, a move-out deposit or surety bond of \$2,500, or the then-current maximum allowable statutory amount shall be posted with the landlord.
- C. **Removal:** When the home is removed, all accessory structures such as sheds, awnings, carports, fences, Arizona rooms and the like must also be removed unless the Park agrees in writing.
- D. **Cleaning Space:** The space must be left clean, free of trash, building materials and construction debris. All utility lines shall be capped at the riser and all above ground supply lines for electric, water, sewer, gas, telephone, or communications cables shall be removed.
- E. **Grading, etc.:** All holes and depressions must be filled in. The space must be graded and level, and approximately the same level as adjoining lots. If fill dirt is necessary, tenant is responsible for supplying clean fill dirt.
- F. **Right of First Refusal:** If Homeowner desires to sell the Home to a party that will move it out of the Community, Homeowner shall advise Landlord in writing of this intent. When an offer is received, Homeowner shall provide written notice to Landlord which shall contain the names, addresses, and telephone numbers of the bona fide prospective purchasers, the proposed purchase price, and a full and exact disclosure of the material terms and conditions of such sale (a copy of the proposed or then existing Purchase Contract shall be submitted to Landlord with the written notice). Upon actual receipt of the written notice by Landlord, Landlord shall have seventy-two (72) hours thereafter, not including Saturdays,

Sundays, or Legal Holidays, in which to notify Homeowner of Landlord's intent to purchase based upon same terms and conditions in the written notice. If Landlord rejects that offer or fails to notify Homeowner within said time, such shall be construed as a rejection and Homeowner may sell the Home to the person named in the written notice upon the terms and conditions set forth in the written notice. In the event Landlord rejects the offer and, if thereafter, any term or condition of the proposed sale is altered, modified, or otherwise changed, then Homeowner shall submit an additional written notice to Landlord affording Landlord an opportunity with an additional seventy-two (72) hours after actual receipt to accept or reject the purchase based upon the changed, altered, or modified terms. Saturday, Sunday or Legal Holidays shall not be included in the seventy-two (72) hour time notification period.

**G. Homeowner Breach of Right of First Refusal:** If Homeowner breaches this section by selling the Home without required notification which results in additional costs to protect the Home from removal, Homeowner shall pay three thousand dollars (\$3,000) in damages to Landlord as the resulting damages of a breach of this paragraph would be uncertain, and extremely difficult or impossible to ascertain. Homeowner and Landlord agree and stipulate that three thousand dollars (\$3,000) is an amount that may fairly and reasonably be allowed as compensation for such a breach and is not a penalty. Nothing herein will release or terminate any other lien Landlord may have for work done or as part of Landlord's Lien rights FOR ANY UNPAID RENT OR OTHER UNPAID MONIES OWED TO LANDLORD. This provision shall not apply to sales by Homeowners to individuals who intend to keep the Home on the Premises, who intend to reside therein for a period of twelve (12) months or more, and who make application to the Community for approval as Homeowners and who are, in fact, approved. Homeowner acknowledges and agrees that this right of first refusal is a material term of this Rental Agreement and that, in its absence, the rent provided for herein would be significantly higher.

**H. Abandonment of Home; Homeowner Owned Homes:** The parties agree Homeowners Home shall be deemed abandoned as provided by law, or if (a) the Homeowner is absent from the Home without notice to the Landlord for at least thirty (30) days; (b) rent for the Premises is outstanding and unpaid for at least thirty (30) days; and (c) there is no reasonable evidence other than the presence of the Home and Homeowner's personal property that the Homeowner is occupying the Home. In that case, Homeowner agrees Landlord may enter the Home for the sole purpose to determine if it is occupied and to ensure there are no dangerous conditions in it. Homeowner further agrees in such case that Landlord may notify the lienholder, if any, of the abandonment and pursuant to A.R.S. §§ 33-1704, 33-1023, or any other applicable statute or law, may seize the Home and pursue a Landlord lien, bonded title, or other remedy as necessary to dispose of the Home.

**I. Abandonment of Home; Resident Rented Community Owned Homes:** The parties agree, and pursuant to A.R.S. § 33-1370, the Home shall be deemed abandoned if (a) the absence of the Resident from the Home, without notice to the Landlord for at least seven (7) days, if rent for the Home is outstanding and unpaid for ten (10) days and there is no reasonable evidence other than the presence of the Resident's personal property that the Resident is occupying the Home; or (b) The absence of the Resident for at least five (5) days, if the rent for the Home is outstanding and unpaid for five (5) days and none of the Resident's personal property is in the Home. In that case Resident agrees that Landlord may pursue any and all of its remedies under Arizona law.

## **Section 10 - General:**

**A. Entry:** Homeowner, resident, and tenant shall permit management and its agents to enter the Premises at all reasonable times for the purposes of inspecting, maintaining or making repairs, alterations, or additions

to any portion of said homesite, including the erection and maintenance of such scaffolding, canopies, fences and props as required. Entry onto the homesite for such reasons at reasonable hours shall be permitted with no prior notice. Emergency situations where prior notice is impracticable shall waive the requirement for said notice. For Community owned rental homes, Residents and Tenants shall, upon written notice as required by law, permit management and its agent's entry to the home.

- B. **Zoning and Use Permits:** Homeowners will be given written notices within thirty (30) days if a zoning change should occur. The Park zoning, conditional use permits, if any, or other permits required to operate shall be posted.
- C. **Toxic Substances:** No toxic substances are to be disposed of by anyone into sewer or storm drain systems or onto the ground anywhere within the park premises. Storage of any hazardous materials or waste, or materials which are explosive or otherwise dangerous in, at or about the Home Premises is forbidden. The use of fireworks or other type of explosives within the community is prohibited. Homeowners and Residents are required to give Management prompt written notice of the release of any hazardous substance, which includes, but is not limited to, any substance or waste which is, or in sufficient quantities or concentration may be harmful to human health, or the environment due to flammability, toxicity, reactivity, or corrosiveness, within a reasonable time period after discovery of release.
- D. **Subleasing:** No subleasing is permitted.
- E. **Safety and Security:** Management assumes no responsibility or liability for the safety or security of residents, guests or visitors, or for any injury or damage caused by the criminal acts of others.
- F. **Camera/Drones:** Security cameras, doorbell cameras, and similar recording devices shall not be aimed at the other Homes, Premises, or invade the privacy of others. Management at any time may require confirmation of the foregoing. The operation of remote-controlled vehicles, aircraft, or drones in or over the Community is prohibited.
- G. **Use of Premises:** No soliciting or peddling is permitted. Homeowners and tenants are not allowed to operate private enterprises or businesses from their homes and/or in the Community.
- H. **Garbage/Refuse Disposal:** Garbage, (grease, coffee grounds, meat and vegetable wastes, disposable diapers, sanitary napkins, etc.) shall be in a sealed container and deposited with other trash in applicable bins. Trash may not be placed outside the home or down the drain. Trash and other debris may not accumulate on the lot. Recyclable material shall be disposed of according to city requirements. No garbage or refuse may be left beside the bins. Bins are for the disposal of household trash only. Any items too large to fit inside bins cannot be left beside the bins and it is the resident's responsibility to dispose of these items off-site. Hazardous (toxic) liquids shall not be put into the sewer system, the ground, or dumpsters. Refuse from outside the community shall not be disposed of anyplace in the Community. To prevent clogged sewer lines, DO NOT flush sanitary napkins, disposable diapers, body wipes, paper towels, cigarette butts, cooking grease, or any other un-dissolvable materials or foreign objects down toilets, sinks or garbage disposals. Repairs related to inappropriate disposal of waste will be at the cost of the Homeowner and Resident.
- I. **Keys:** (If Applicable for Rental Homes Only) Residents who lose their house keys and need a replacement will be charged a nonrefundable \$5.00 key replacement fee. Residents who need the locks on their home to be changed will need to contact a locksmith. All charges associated with the locksmith will be at the

resident's expense, unless the locksmith indicates that the lock was malfunctioning and an invoice is provided to management with this clearly stated.

- J. **AC Filters:** (If Applicable for Rental Homes Only) All of our rental units are provided with ac filters on a monthly basis; this helps to maintain the ac and keep it operating properly. Please visit the office monthly for your filter replacement.
- K. **Waiver or Failure to Enforce:** Management's waiver of its right to enforce any rule shall not waive management's right to enforce any other rule. Management's failure to enforce any rule on one occurrence shall not waive management's right to enforce the same provision on any later occurrence.
- L. **Rule Changes:** Management, at its sole discretion, may make any lawful changes to these rules at any time. Such changes shall take effect sixty (60) days after notice to the Homeowners and Residents. Emergency safety measures may be implemented immediately following notice.
- M. **Invalid Provisions:** Any provision herein held to be contrary to law shall be void. However, the remaining provisions shall continue in full force and effect.
- N. **Violations of Law:** A violation of any Federal, State or local law or regulation or administrative order at any time within the park by any homeowner, tenant, resident, guest or other person will be considered violations of these Rules and Regulations and management may exercise any and all legal remedies available to it under law to remedy such rule violation(s).
- O. **Firearms:** Except for sworn law enforcement personnel, firearms may not be worn, brandished, or displayed in the Community common areas or leasing office, left visible in a locked or unlocked vehicle, or left anywhere in an unlocked vehicle. Unlawful discharge or a firearm anywhere in the Community for any reason or threatening other homeowners, residents, tenants, occupants, guest, vendors, or management is prohibited.
- P. **Contact Numbers:** In the event of an emergency when the park office is closed, call the emergency number below to report the matter to management. If the emergency is related to medical, fire, or police, call 911.
  - Emergency Management Contact Number: (928) 783-9431 Option 1
  - Leasing Office Contact Number: (928) 783-9431
  - Address: 1340 W. 3<sup>rd</sup> Street, Yuma, AZ 85364
  - Leasing Email Address: ShadyAcresLeasing@westernm.com

I/we have received a copy of these rules and agree to abide by them and any lawful changes thereof. I/we understand that violation of these rules constitutes a violation of the lease agreement. I/we hereby waive any claim against the Park based on contradictions to law of any provision herein, the sole remedy being limited to voiding of such contradictory provision.

Tenant(s), by signing an acknowledgement of receipt of these rules, release and agree to hold management harmless from any actions or causes of action for damages to any person or property arising out of use of the premises and/or common areas of the Community. Management shall not be liable for any damage resulting from re-entering and taking possession of a home due to any default or breach of these rules by a tenant.

Date	Authorized Agent for Shady Acres
Date	Homeowner
Date	Homeowner
Date	Resident
Date	Resident
Date	Resident