

# Desert Springs RV Resort

PO Box 519, 4117 E. Fleet Street, Littlefield, AZ 86432 – 928-347-5677

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## STATEMENT OF POLICY

### Pursuant to Section 33-1436 of the Arizona Mobile Home Parks Residential Landlord and Tenant Act, Title 33 Chapter 11 of the Arizona Revised Statutes

THIS STATEMENT OF POLICY EXPIRES December 31, 2020. It will automatically renew for successive one-month periods on a month-to-month basis on the 1<sup>st</sup> of each month thereafter, unless modified or terminated with proper notice.

A tenant's failure to conform to the requirements set forth in these Statements of Policy may be deemed an adequate basis for landlord to deny rental or after rental, will be deemed a default under the tenant's rental agreement.

Tenant agrees to comply with the Statements of Policy of the Desert Springs RV Resort, which are as follows:

1. Classification of the Community. The Desert Springs RV Resort mobile home park is classified as a family community.
2. Plans for Change in Use. Landlord has no specific plans to implement a change in use for the mobile home park during the term of these Statements. However, land lord expects that a change in use of individual spaces within the park or of all or a portion of the park could take place in the future.
3. Change in Rent. Rents are established by the landlord to cover all costs of operation of the park and to return to Landlord what Landlord considers, in its sole discretion, to be an acceptable return on investment. Rents may be adjusted at the time of renewal of rental agreements upon not less than ninety (90) days' notice by the landlord to the tenant, or the then-current statutorily required notice period. There is no particular method used by landlord to determine rent changes, and landlord reserves the right to calculate rent changes by any method landlord selects. In addition, landlord may at any time increase rents to compensate landlord for increases in landlord 's costs of insurance, taxes, and/or utility rate increases.
4. Right of First Refusal. Landlord reserves the right to sell the mobile home park to any buyer of landlord's choice. Tenants, either individually or collectively, do not possess any right of first refusal.
5. Specifications.
  - A. The dimensions of mobile homes permitted in the park shall not exceed the following:  
Maximum Height: 16 feet  
Maximum Length: 52 feet  
Maximum Width: 26.8 feet
  - B. The dimensions of mobile homes permitted in the park shall be at least the following:  
Minimum Height: 12 feet  
Minimum Length: 30 feet  
Minimum Width: 12 feet
  - C. Mobile Homes must be set at least 24 inches above grade.
  - D. All Mobile Homes moving into the park must be new construction (and not relocating from a prior site) unless the park specifically consents in an individual instance at the Park Manager's sole discretion.

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E. The landlord may impose greater restrictions in some portions of the park than in other portions. The foregoing applies to the entire park, but certain portions may be more restrictive than others.

6. Required Improvements. As a condition of tenancy, all tenants must make such improvements to their space as are necessary to enable their mobile home to be set up in a manner to be occupied, to comply with all applicable codes and ordinances, and so that it is compatible in appearance with other mobile homes in that portion of the park in which their mobile home is located. The landlord does impose requirements with respect to exterior materials, roof construction, driveways, carports and patios, awnings, skirting, carport and patio covers and awnings, storage sheds, antennae, and other appurtenances which are specifically set forth in the park rules and regulations and the architectural standards.

7. Permanent Improvements. As a condition of tenancy, new tenants moving mobile homes onto a vacant space in the park must make certain improvements to that space and must thereafter maintain these permanent improvements. The permanent improvements cannot be removed at the expiration or termination of tenancy but must be left on the space at that time in good condition less normal wear and tear. The permanent improvements required together with the park's estimates are merely the park's best guess at the time this document was prepared as to what each required improvement should cost. Tenant by entering into a rental agreement with landlord assumes the risk that the actual cost of making such permanent improvements will be greater than these estimates. IT IS STRONGLY RECOMMENDED THAT PROSPECTIVE TENANTS INDEPENDENTLY INVESTIGATE THE COSTS OF ALL REQUIRED PERMANENT IMPROVEMENTS AND OBTAIN THEIR OWN BIDS AND ESTIMATES BEFORE ENTERING INTO ANY RENTAL AGREEMENT.

Description of Required Improvement	Estimated Cost
None	\$ n/a
	\$
	\$
	\$

8. Notice Concerning Insurance. The park does not provide insurance coverage for tenant mobile homes. Insuring the mobile home is the tenant's responsibility. If the park is in an unincorporated area or other area not providing fire protection, the tenant must provide his or her own fire department response insurance. TENANTS ARE ADVISED TO INDEPENDENTLY INVESTIGATE WHETHER FIRE PROTECTION IS PROVIDED TO THE PARK BY A GOVERNMENT FIRE DEPARTMENT OR WHETHER THEY SHOULD OBTAIN PRIVATE FIRE DEPARTMENT RESPONSE INSURANCE.