

DESERTSCAPE
2050 W. Dunlap Ave.
Phoenix, AZ 85021

RULES AND REGULATIONS

All reasonable means will be taken to make your stay at Royal Palm MHC & RV Resort (the “Community” or the “Park”) a safe and pleasant one. The following Rules and Regulations have been made by the Community to promote the convenience, safety, and welfare of tenants in the Community, to preserve the Community’s property from abusive use, to preserve and upgrade the quality of the Community, and to make a fair distribution of services and facilities. The term “RV” as used herein includes but is not limited to park models. Any references to permission set forth herein refer to prior, written permission from the Community before the action is taken.

I. GENERAL

1. All potential tenants 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 space in the Community may result in Management unconditionally refusing residency, and any such persons who move into the Community will be considered trespassers.

A. Age 55+ Community. In accordance with the federal Housing for Older Persons Act of 1995 (“HOPA”), the Community is intended to be and is operated as “housing for older persons.” Consequently, at least 80 percent (80%) of the occupied home sites within the Community must be occupied by at least one person who is fifty-five (55) years of age or older as of the date the exemption is claimed. Additionally, effective January 1, 2023, all residents of the Community must be at least forty-five (45) years of age (the “Secondary Age”) (before that date, which is the date that the Community’s updated Statements of Policy will go into effect, the Community does not yet have a Secondary Age). All prospective 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 for Older Persons. Any such exception must be made in writing and signed by both parties.

B. At the time of application for initial occupancy, or on demand of management, all potential tenants and/or occupants and all existing Tenants/occupants shall be required to produce for inspection and copying one 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 Community Management in its sole discretion, all Tenants shall be required to provide the names and ages of all current occupants of the Home, in writing, to management. Failure to provide such requested documentation or information shall constitute a violation of these Rules and Regulations and the Tenant may be subject to eviction pursuant to applicable law.

- C. Upon meeting all qualifications, all tenants must sign a rental agreement and all required addenda before residing in the Community. All approved occupants of a space must be added to the rental agreement as an occupant before they may reside in the Community. Only registered, approved tenants, 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 Tenant must sign a new, updated written Rental Agreement with the Community.
- D. Any proposed live-in caregiver(s) 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 Tenant's home. Additionally, the Tenant and caregiver must submit any reliable documentation required evidencing the disability and a disability-related need for the caregiver and, if approved, the Tenant and the caregiver must sign a Caregiver Addendum with the Community before the proposed caregiver may reside in the Community.
- E. All rents are payable in advance, on or before the 1st day of each month. Late charges for delinquent rents are provided for in your rental agreement. Rents must be paid via an electronic method, as set forth in your rental agreement. Contact management for more information.
2. Basic rental rates are for one or two adults. Extra person fees (for any adults residing on the space in excess of two) are set forth in your Rental Agreement. All overnight guests must be registered at the office on the day of arrival. Guests may be allowed use of all Community facilities only when accompanied by the tenant. The tenant will be responsible for the conduct and supervision of the tenant's guests at all times. A guest may not stay in a Tenant's home without the tenant present.
3. No rent refunds will be made.
4. Occupancy in the Community is limited. No more than two (2) persons per bedroom, plus one (1) additional person per home, may regularly occupy the home. For purposes of this restriction, a "Bedroom" is a room intended by the manufacturer of the home to be regularly used as a bedroom and all bedrooms must contain closet space. A bedroom is not a den, family room, living room, or other room that has been converted into a bedroom.
5. Tenant 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 lienholder(s) and serial or identification number(s) to Tenant's mobile home or RV unit (including but not limited to par models), as applicable. Tenant must also provide Landlord with a copy of the title to Tenant's home promptly upon the Community manager's request. The principal resident of each home in the Community must be its legal owner.
6. Tenants, members of their households, or guests are not allowed to play, enter or cut across any lots/spaces (occupied or vacant) for which they do not have permission. Entering other tenants' spaces without prior permission of that tenant is prohibited.
7. Tenants are not permitted to alter, tamper with or repair any Community gas, water, sewer, television or telephone facilities, service connections or equipment. Contact management if you have a problem. Any damage or vandalism to Community common areas or property is grounds for termination of tenancy, and tenants will be responsible for paying the cost to repair any such damage or vandalism as

additional rent and/or such amounts may be sought by the Community in an action against the Tenant for damages, or in any eviction action.

8. Vehicle speed limits are posted in the Community for safe traffic movement and must be observed. The determination of speed will be made by Management and is conclusive and binding.

9. Loud parties, excessive volume of radios, televisions or musical instruments, or any other excessive noise, will not be allowed. Tenants may not disturb the quiet enjoyment of the Community by other Tenants, residents, and guests, or by Community management.

10. Tenants are responsible for their own conduct and for that of their occupants, guests, visitors, and invitees. Tenants 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. Tenants, 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. Tenants and their occupants, guests, visitors, and invitees must not interfere with the management or operation of the Community.

11. This Community, its name, and/or its address must not be used for the purpose of advertisements of any kind or for the sale of merchandise. No private business may be conducted in the Community. This includes but is not limited to babysitting, whether or not a fee is charged. No door-to-door solicitations of any kind are permitted. While meetings at tenant spaces are not affected by this rule, a solicitation by one tenant without prior invitation of another tenant is prohibited by this rule. If you are solicited in the Community, please notify the office at once. Carport sales (yard sales) conducted by tenants are permitted only to dispose of personal property of residents on a non-commercial basis, and only with prior written approval of the manager. Carport sales are limited to two (2) sales per home site in a 12-month period.

12. Management has the right to prevent access to the Community and to remove anyone other than approved residents deemed objectionable. Objectionable persons include but are not limited to persons previously denied residency at the Community for reasons of prior evictions (unrelated to a non-payment of rent) or criminal history; persons not qualified for residency of the Community for reasons other than inability to pay rent; persons previously evicted from the Community for reasons other than non-payment of rent; persons engaged or previously engaged in criminal activity in the Community; and persons who have previously materially violated Community rules or have been disruptive in the Community. Tenants permitting guests who are objectionable to be on the premises are subject to a notice of termination of tenancy for material non-compliance with Community rules. Management reserves the right to trespass from the Community anyone who is not an approved tenant or occupant.

II. COMMUNITY FACILITIES

13. The Community may have certain common areas and facilities. Use of these facilities is not guaranteed and 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, epidemics, acts of God, due to force majeure, and the like, without any modification or reduction in the amount of rent paid. In no event may any Community recreational facility be used for events to which the general public is invited. 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 facility upon departure.

14. Community management has the right to eject without notice any person who is unauthorized, creates a disturbance, causes a nuisance or damage, or in any way interferes with the operation of the Community or its facilities. The purpose of the common areas, including but not limited to the clubhouse, pools, and any other facilities is responsible enjoyment. The purpose of the streets is to provide a path for transportation into, out of, and throughout the Community. Loitering is not permitted in or around any facility or the streets.

15. Special rules pertaining to the Community facilities and any equipment therein are posted at those locations. Those special rules constitute a part of these Rules and Regulations, and violation of them will be treated as a violation of these Rules and Regulations. Additionally, Tenant and all guests, occupants, and visitors must comply with any laws, codes, ordinances, executive orders, and/or orders from federal, state, or local government applicable to the Community including but not limited to any health-related orders, guidance's, or guidelines, and/or mandates.

16. **Swimming Pool.**

A. Swimming pool hours are posted. Management reserves the right to close down the pool area (the "pool area") for maintenance, training, due to force majeure, and/or other management purposes and/or needs, in Management's sole discretion. Additionally, Management reserves the right to close down the pool area and/or store all pool furniture indoors as dictated by weather and/or other circumstances. Rules regarding the use of the swimming pool are posted in the pool area. **NO LIFEGUARD IS ON DUTY IN THE SWIMMING POOL AREA. SWIM AT YOUR OWN RISK.**

B. Guests in the pool area must be accompanied by a resident. When posted maximum pool capacity is reached, guests must leave to make way for residents wishing to use the pool area. Management reserves the right to set time limits for use of the pool area if circumstances dictate, in the sole discretion of Community management.

C. **All use of the swimming pool is at the user's risk. Management assumes no responsibility or liability for physical problems or personal injury connected with the use of the pool. It is strongly recommended that no person use the swimming pool unless accompanied by at least one other person.**

D. All persons must shower before using the swimming pool. No sun tan oil may be used before entering the pool. All persons must wear a swimsuit in the pool. No street clothes are permitted in the swimming pool. Nudity is strictly prohibited at the swimming pool and in all of the Community's common areas. Swimmers may not use any objects in the pool that may leave rust stains or damage the filter pumps if lost. No glass of any kind is allowed in or around the pool area, including but not limited to bottled drinks or foods. The pool may not be used for personal bathing or hygiene purposes.

E. Anyone who is incontinent must wear a swim diaper or rubber pants designed for pool use. Intentional urination and/or defecation in the pool is prohibited.

F. No running, horseplay, or unsafe activity of any kind is allowed in or around the pool and pool area. Jumping or diving into the pool is prohibited. No personal radios, tape recorders, compact disc players, or audio listening devices of any kind are allowed in the pool area, except if used with headphones or earphones in a manner that does not disturb other residents, or for Community activities specifically authorized by Management. Large pool toys are prohibited.

Each person using the pool must respect the rights of others. Any person who is a substantial annoyance to others using the pool may be required to leave the pool area. The Community is not responsible for lost, stolen, or damaged items in the pool area.

G. No person who does not know how to swim may use the pool unless accompanied by at least one person who knows how to swim and who is capable of assisting a non-swimmer in the event of an emergency. All persons using the pool are requested not to swim alone under any circumstances as no lifeguards are on duty at the pool.

H. Management reserves the right to revoke residents' permission to use the pool for non-compliance with pool rules.

I. This is a 55+ Community. An inexperienced swimmer may use the pool only with supervision by an experienced swimmer

17. Perimeter fencing around the Community is for the privacy of residents and adds to the peace and quiet of the Community. No one is allowed to climb on or over the fencing at any time.

18. The consumption of alcoholic beverages is not permitted in any common area of the Community. Only non-alcoholic beverages in non-breakable containers are allowed in any part of the Community's common area or recreational facilities at any time.

19. No bicycle riding, skateboarding, or roller-skating is permitted on vacant spaces or the area around the recreation center. Baseball, basketball, or other ball games or other games are not allowed in the Community streets.

III. LOT AND HOME CONTROL

20. **There are no lot lines separating spaces;** the configuration of each space is designated by management. Each space will remain under the direct control of Community management. Landlord reserves the right to adjust the dimensions of each space at any time for any reason that Landlord 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 space designated for each Tenant's use shall consist of a rough approximation of the space designated on a map of the Community maintained by Landlord from time to time. However, the space is not precisely legally described and the Landlord shall not be liable for variances between the map and the actual space. Additionally, as the size of manufactured homes and RVs change and setback requirements change, the approximate boundaries between spaces may be reasonably adjusted by Landlord. Such adjustments shall not change the rental amount that Tenant pays.

A. If any Tenant's home, accessory structures, or appurtenances encroach on another home site, in the Community's discretion and pursuant to this section, the Community reserves the right to require that the home, accessory structures, or appurtenances be moved or removed so that they do not encroach on the other affected home site.

21. Standard patio furniture, one or two bicycles, one barbecue and one or two pre-approved storage sheds, all of which must be maintained in a neat and clean condition, are the only items permitted to be stored outside the mobile home or other unit. Tenants shall maintain their space in a clean and orderly fashion and care for all plantings, trees and shrubs, including but not limited to trimming them. Plantings and/or trees may not be removed without management's prior written approval. Saguaro cactus may not be removed without prior written approval of Community management, and a permit is required and must

be obtained by Tenant at Tenant's expense before the removal occurs; removal of a saguaro cactus without prior written approval of Management and any required permit constitutes criminal conduct. Additional planting must be approved in advance to prevent disturbing underground utility lines. Management has the right at any time to enter the space (but not tenant's mobile home or RV, unless the home is rented from the Community) to verify compliance with these and all Rules.

22. NO trampolines, swimming pools, or spas are permitted on Tenants' spaces. Such items are specifically prohibited.

23. It is the tenant's responsibility to arrange for upkeep and maintenance of their mobile home or RV and space before leaving on extended periods and notify the manager of such arrangements before leaving. Should a space be in need of care, tenant may receive a notice to this effect and be given ten (10) days to remedy the situation. If not complied with, the work may be done, in which case tenant will be charged the actual or reasonable cost of the work as additional rent. Alternatively, or additionally, the Community may terminate the rental agreement.

24. Each space must be attractively landscaped and well-maintained on all sides. Management must pre-approve, in writing, the type and location of all trees planted. Installation of landscaping, fences, walls, or any other modifications or alterations to the home or the space require management's prior written approval of your plot plan before any work begins. Fences are prohibited without prior written approval of Community management. The installation of new lawns is prohibited—only desert landscaping is permitted. If any home site has an existing lawn, the grass must be removed upon sale and desert landscaping installed.

25. All improvements, modifications, and/or alterations to the space and/or home require prior written approval of the Community. Forms to seek Community approval of any improvement, modification, or alteration are available in the Community office. Any digging in the Community must have prior written approval of management. All additions or modifications of any kind, including but not limited to awnings, skirting, storage sheds, enclosures, etc. must comply with all state, county and city laws and zoning regulations in addition to these Rules and Regulations. In some instances, if required by the relevant governmental entity, including but not limited to Maricopa County, 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, and if required, a permit must be obtained before any work is started. Tenant is solely responsible for obtaining and paying for any required building permit.

A. The Community required initial specifications for improvements, accessories and equipment consist of:

1. All mobile homes and park models brought into the Community must be new unless an exception is made by Management in writing. Any home being brought into the Community must be approved by Management, in writing, before it is moved in. Used homes will only be permitted with prior written permission of Landlord if the year of manufacture is less than twenty (20) years prior to the date of the proposed move-in and if they are in good condition and otherwise comply with the requirements set forth in the Community's Statements of Policy and these Rules and Regulations, as written and as amended from time to time. In general, spaces that will accommodate doublewide homes are reserved for doublewide homes (single section homes will not be permitted on doublewide sites) and otherwise, Homes must be compatible with or better than the quality and appearance of the majority of other Homes in the Community. Homes must be set above grade, unless Management provides prior written consent to another type of set; and

homes must be located on-site in a uniform manner as directed by Management. It is Tenant's responsibility to have tow hitch(es) promptly removed and stowed away from sight. The Community reserves the right to consider other than new homes for installation in the Community subject to their meeting design and appearance criteria for the Community or for that section of the Community. Home installation is the responsibility of the Tenant and should be arranged independently with the Tenant's mobile home dealer and/or licensed contractor. Tenant is responsible for ensuring that all laws, ordinances, setbacks, permitting requirements, and the like are complied with. Installation of awnings, skirting, and landscaping must be completed on or before 30 days from the date the mobile home or park model is installed in the Community, unless an exception is granted as set forth below.

2. The dimensions of any Homes permitted in the Community shall vary depending on the space to be occupied, the required setbacks and any accessory structures to be installed. Tenant must obtain Management's prior written approval for the placement of any Home or accessory structure to be installed.

3. All mobile homes and park models must have approved skirting and awnings within thirty (30) days of move in. All such materials must meet Community standards. Extensions of time to install skirting and/or awnings may be given by Community Management in Management's discretion, for good cause, not to exceed an additional thirty (30) days.

4. **Siding/Roof:** Mobile homes and park models must be wood or vinyl-sided, with shingled, peaked roofs.

5. **Deck/Steps:** Tenant may install a raised deck covered with clean and professional appearing flooring designed for outdoor use. If a deck is installed, it must be at least 6 feet by 10 feet or such other size as pre-approved in writing by Community management. At the home's front door entrance, Tenant must install steps with professional railings and skirting to match the home, with flooring to match the flooring of the deck if one is installed. The second entrance to the home must also have steps with professional appearing flooring and railing and skirting to match the home. Management will allow for adjustments in size of the deck if the home site does not allow for the minimum size stated. Commercial steps designed for manufactured homes may be installed in place of a deck at the front door entrance with prior written approval of Management. Such steps must be fully enclosed, have handrails with a clean and professional appearance and be covered with a clean and professional appearing floor covering designed for outdoor use. Any temporary steps provided by dealers must be removed within thirty (30) days of move-in. The deck, steps, railing, and skirting must all be maintained in a neat, attractive, well-kept, and professional manner.

6. **Deck Railings:** Deck railings may be: (a) a manufactured aluminum type; or (b) manufactured wrought iron; or (c) custom-made of wood, in which case the support posts must be at least 4" X 4" wood and extend to ground level at maximum intervals of 48". Horizontal rails must be at least 2"X4" wood at maximum intervals of 12". Alternatively, vertical rails of at least 2"X2" or 1"X4" wood may be installed at maximum intervals of 3 5/8".

7. **Carport and Patio Awning:** Many homes in the Community have aluminum awnings extending around the front and sides of the home or on both sides of the home. These

awnings must be maintained in a neat, attractive, well-kept and professional manner. Tenant must install a manufactured unitized aluminum awning with aluminum awning posts meeting the Uniform Building Code and any other applicable codes over the carport that must extend the full length of the home on the carport side unless an exception is made by Management in writing before installation. Awnings must be anchored and a unitized strip is required across the entire front of the home for existing homes that have such awnings. For existing homes, awnings must be 10' X 40' minimum length on the patio side and 12' X 40' minimum length on the carport side, at management's discretion. Management may make exceptions to these size requirements if size of home site does not allow for minimum sizes stated or in connection with any renovation or rehabilitation of the home. Home renovation or rehabilitation impacting the exterior of the home requires Management's prior written approval. Carport awnings on homes with front parking must extend across the width of the home, have a peaked canopy with center support posts and be of a length as determined by Management for that home site. Wood or fiberglass awnings are not permitted.

8. **Skirting:** Tenant must install skirting that has been pre-approved by Management all around the home and all decks, porches, and additions: (a) by extending the home's vertical hardboard siding to ground level, with horizontal cover molding; or (b) full vinyl (T-Lok type only) skirting kit. No other types of skirting will be approved.

9. **Sheds:** If Tenant desires to install any shed at the space, Tenant must first seek and obtain Management's prior written approval of the materials to be used and the placement of the shed. Only two storage sheds from a pre-cut metal kit or built from a wooden kit, no larger than a combined maximum square footage of 100 square feet and no taller than 8 feet may be installed, with prior written approval of Community Management. The color of the storage shed must match or compliment the home. All construction on the shed must be completed with thirty (30) days of Management's written approval of Tenant's plan. The shed may only be installed at the rear of the patio or home in a location designated by management. If any permit is required, Tenant is responsible for applying for, paying for, and obtaining such permit before any installation occurs.

10. **Fencing:** Fencing is prohibited. Fencing that predates these Rules and Regulations and that was approved under the prior Rules and Regulations may remain on the home site as long as it is kept in neat and clean condition. If the fence is damaged beyond repair or if the home is sold, the fence must be removed and the home and home site brought into compliance with the Community's current Rules and Regulations and Statements of Policy, as amended from time to time.

11. **Landscaping:** Landscaping must be either colored landscape rock bordered by decorative pre-cast concrete, with a scalloped brick border at the front of the home and down each side. A 6 mil plastic weed barrier must be placed under any decorative rock installed. The front of the space must have decorative rock with 6 mil plastic underneath. The remainder of the space may be ½ to 1 inch river rock with 6 mil plastic underneath. Only desert landscaping is permitted. New lawn installation is not permitted. Any residents with existing grass must ensure that grass is green and weed-free at all times and in good condition. Any existing grass must be removed upon the sale of the home. Landscaping must be pre-approved by Management in writing prior to installation. All landscaping must conform with the Crime-Free Mobile Housing Program. Ground cover plants within twelve (12) feet of pedestrian walkways must not exceed three (3) feet in height. Plants underneath windows should be maintained at a height below the windowsill.

Trees must be trimmed so that the lower branches are at least five (5) feet above ground. Tenant is responsible for maintaining and trimming any trees located on the space, including but not limited to palm trees, along with maintaining and trimming other landscaping on the space. The trimming of any palm trees over 15 feet in height must be performed by a licensed and bonded contractor.

12. Installation of deck/steps and rear steps, awnings, skirting, and landscaping must be completed within sixty (60) days of signing the Rental Agreement or from the date that the home first occupies the space, whichever is earlier. All such installations must comply with all federal, state, and local laws, codes, and ordinances, including but not limited to any permitting requirements.

B. Only manufactured factory-type accessories, equipment, structures and appliances, which are similar in design and compatible in color to the home, are permitted. No “homemade” accessories, equipment, structures and appliances may be installed unless of a professional quality and approved by the Community in writing prior to installation.

C. The utility pedestals and all service connections must be accessible at all times. If one of the Community's shut-off valves is located on the Tenant's space, it must be kept visible and accessible at all times.

D. All homes must display 3” high, black or other pre-approved contrasting color metal or plastic house numbers at a location designated by Management. No other signs or placards are permitted except for a “For Sale” or “Open House” sign as set forth later in these Rules.

E. Any and all holiday decorations and/or lights must be removed within 30 days after the applicable holiday.

F. Any permanent improvements must be removed at the expiration or termination of the tenancy, unless requested otherwise by Management in writing. When a home is removed from a space, all accessory structures, sheds, awnings, carports, fencing, screened rooms, additions, and all concrete must be removed unless Management requests otherwise in writing. The space must be graded and level and approximately the same level as adjoining spaces and as the original elevation. The “Removal of Homes” section of these Rules and Regulations addresses removal of homes in more detail.

26. All of the above initial specifications for homes must be met when any home is installed in the Community, and when any alterations, replacements, or improvements are made on any part of a home and/or at resale. Improvements or alterations of any kind must have prior written approval of Community management and must be completed in a professional, workmanlike manner, and must meet existing building codes including but not limited to any permitting requirements.

27. Each Tenant shall maintain the tenant’s space, home and all improvements (including but not limited to the maintenance and trimming of all trees, shrubbery, lawns (if any), and landscaping) to reflect a clean, attractive and well-kept appearance at all times. If the space is not maintained properly, management will issue appropriate notice and if not corrected Management may correct the condition and charge accordingly as additional rent or terminate the tenancy.

A. Tenant shall maintain all accessories, equipment, structures and appliances attached to the space or home or placed thereon in good condition and repair. This obligation includes but is not limited to the replacement of any such items which are missing or damaged to the point

that they cannot be repaired, and the repainting of the home and improvements when they are reasonably in need of repainting. Tenant must obtain written color approval from Community management prior to re-painting of mobile home or RV and/or any accessories, equipment, structures, or appliances on the space. Management, in its sole discretion, reserves the right to deny any colors it believes to be incompatible with other homes in the Community or that would negatively impact the Community's appearance. The following conditions (by way of example and not limitation) are not permissible and must promptly be corrected: (1) broken or cracked glass doors or windows; (2) visible or unsightly dents; (3) bent or dented awning or carport support posts or porch railings; (4) visible and unsightly rust, corrosion, fading, blistering, or cracking on painted surfaces; (5) utility connections that leak, are unsafe, impede yard maintenance, and/or violate any health or safety codes or regulations; (6) exterior carpet that is torn, dirty, or loose; (7) generally dirty appearance of the home (i.e., the home needs to be washed).

B. All concrete, asphalt and other surfaces on the space shall be kept clean and maintained free of oil drippings, grease and other debris, and kept in good repair and condition. Tenant is responsible for maintaining Tenant's driveway and all other concrete on the home site. The cost to clean, repair, or replace a damaged driveway is the Tenant's responsibility.

C. All trash, paper, glass, cans and wrapped sanitary napkins are to be deposited in the trash. To prevent clogged sewer lines, DO NOT flush sanitary napkins, disposable diapers, Kleenex, paper towels, cigarette butts, cooking grease, or any other undissolvable materials or foreign objects down toilets, sinks, or garbage disposals. The costs of clearance of stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse, are the responsibility of the Tenant and may be charged to Tenant as additional rent.

D. Tenant is responsible for disposing from Tenant's space all rubbish, garbage and other waste in a clean and safe manner. All trash must be bagged and tied/sealed before being placed in the disposal bin. Tenants may not dispose of business or commercial trash in the Community. Do not enter any garbage containers to remove any refuse. "Dumpster diving" is prohibited. Large items such as furniture, appliances, large landscaping trimmings, etc., 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.

E. All personal property of Tenant must be stored in an appropriate, pre-approved storage shed or in the home. Except for standard patio furniture, barbecue equipment and one or two operable bicycles (all of which must be kept in an attractive and well-maintained condition), NO personal property accumulation is permitted around the home, on driveways, carports, patios or on porches without prior written approval of Community Management. In this paragraph, personal property includes, but is not limited to, overstuffed or indoor type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, refuse, litter, firewood or other such items which are unsightly in the sole discretion of management.

F. Nothing other than wheels and hitches from the mobile home or park model may be stored under the home.

G. No material of a combustible, explosive, volatile, poisonous, gaseous, noxious or corrosive nature shall be stored on the space.

H. Nothing is permitted to be hung outside of the home or storage shed to dry, to air or for any other purpose, except as specifically permitted herein.

I. Tenant's responsibility extends to keeping the street and gutters in front of Tenant's space clean and free of debris at all times.

J. Aluminum foil, cardboard, plywood or similar material is not permitted in the windows or doors of the home. Window coverings designed for that purpose, with a neat, clean, and professional appearance, must be used in windows.

K. Trees on the Tenant's space are part of the space. Pursuant to A.R.S. § 33-1451(A), Tenant is 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. Tenant may not remove or disfigure a tree without prior written permission from Management. Unauthorized removal or destruction of a tree on the space not originally planted by Tenant constitutes destruction of valuable Landlord property and can be cause for immediate eviction. Unauthorized removal or destruction of any saguaro cactus is a crime and is also cause for immediate eviction. Tenant is responsible for trimming and maintenance of all palm trees on the space, if any. Such maintenance shall include trimming annually each summer. For safety reasons, all trimming of palm trees over 15 feet in height must be performed by a licensed and bonded contractor. If Tenant does not trim palm trees on the space by July 15 of each year, the Community reserves the right to have this work performed and bill the tenant for it as additional rent. Landlord reserves the right to remove palm trees that are located on Tenant's space at Landlord's sole discretion.

L. Landscaping must comply with Crime Prevention Through Environment Design requirements. Ground cover plants (bushes and shrubs) must be maintained at a maximum height of three (3) feet so that plants do not impair the view of residents. Plants under windows must be maintained at a height below the windowsill. Trees must be trimmed so that lower branches are at least five (5) feet off of the ground. Landscaping cannot interfere with lighting distribution. Landscape rock may not be allowed to spread into the street or driveway. Tenant must regularly trim, water, and care for all landscaping.

M. Other than the twelve-inch (12") by eighteen-inch (18") "For Sale" or "Open House" sign as specifically permitted by these Rules and Regulations, all other signs and placards on the space are prohibited. Flags are only permitted with prior written approval and in accordance with the rules set forth later in these Rules.

N. The following are prohibited:

- a. Window or wall-mounted air conditioners or evaporative coolers;
- b. Duct work on the roof of the home;
- c. Screening (including but not limited to bamboo blinds, lattice, trellises, and non-framed shade cloth);
- d. Foil-backed window panels/screens.

O. Water, sewer, electrical, and gas connections must meet local codes and Community requirements. The Community will not be responsible for any obligations contracted by Tenant for repair or maintenance of Community property. If such action is planned, Tenant must seek and obtain the Community's prior written approval.

- P. Tenants may not alter, connect, disconnect, or repair any Community or utility company utility service. Tenants are solely responsible for service connections and related problems between the outlet provided by the Community (usually the service post or meter) and Tenant's home, including but not limited to maintenance of the sewer lateral to the main line. If Tenant plans to do any digging in the yard, Tenant must first obtain Management's prior written approval so that placement of utility lines or pipes can be blue staked. If Tenant, Tenant's agent, or Tenant's contractor damages any such utility line or pipe, Tenant must pay all costs of repairing such damage, as additional rent on Tenant's next rent invoice. Tenant must maintain essential utilities in service to the home at all times—including but not limited to water, sewer, and electricity. Tenant may not utilize alternative power sources for power (i.e. generators, extension cords, and the like). Failure to maintain essential utility service is a material non-compliance with these Rules and Regulations.

28. Tenant must assist Landlord in maintaining the natural flow and drainage of water onto, across, and from Tenant's space. This requires that Tenant do nothing that would impede the natural flow and drainage of water or assist in the build-up of water. Each Tenant is required to have rain gutters on the Tenant's home and to use proper watering techniques on all areas of Tenant's rented space. Each Tenant shall "level" Tenant's home on a consistent and regular basis. It is strongly recommended that Tenant have Tenant's home "leveled" at least once a year. The Community is not responsible for leveling a Tenant's mobile home, park model, or other RV unit—Tenant is entirely responsible for the maintenance of Tenant's own home. Each Tenant is liable for any personal injury, property damage, or other loss resulting from any change of water flow or drainage caused by Tenant on or from Tenant's rented space. All water that falls on Tenant's home must be channeled to the street on which the home is located, and away from any embankments, slopes, or other home sites, using a system of overhead gutters, down spouts, and down spout extensions.

29. Tenant is advised that the soil on the space can expand and contract significantly when exposed to moisture and heat, including sunlight. Tenant shall be responsible for any damage, repairs, maintenance, or other problems caused by expansion or contraction of the soil, including but not limited to any leveling of the home, awning, skirting, or other accessories required, or resulting from the expansion or contraction of the soil.

30. Because of the potential for serious property damage and personal injury, the use of a torch to remove a tow hitch is expressly prohibited.

31. Any and all security system devices must be approved in writing in advance by Community management. All alarm systems must conform to local ordinances, including but not limited to any required permits. No exterior sirens or bells are permitted.

32. No wood burning fire pits (in ground or moveable) of any kind are allowed to be used in the Community at any time.

IV. VEHICLES

33. Except for occasional minor repairs, repairing of automobiles, trailers, boats or other similar equipment, and vehicles is not permitted in the Community. No engine or transmission overhauling or removal, no body repair work or any other automotive work is permitted in the Community. Painting of vehicles is prohibited. Flat tires must be repaired immediately and no vehicle shall be left on blocks or jacks unattended. No waste oil, grease, or other fluids may be discharged anywhere in the Community.

34. Vehicles must be operated in a safe, courteous, and cautious manner at all times. Pedestrians, electric carts, and bicycles shall be granted the right of way. No motorized vehicle may be operated within the Community by any unlicensed persons. All vehicles operated in the Community must be properly licensed with current registration. Tenant, Tenant's occupants and invitees must obey all posted traffic control signs (e.g., Stop signs, No Parking signs, Speed Limit signs, etc.). All persons operating vehicles in the Community must have valid driver licenses.

35. Motorcycles or small engine scooters, belonging to Tenant only, may be permitted with prior written approval of Community management provided that they do not, in the opinion of Community Management, emit excessive noise and provided that they are used solely for transportation and which are licensed to be operated on the highways of Arizona. Absolutely no ATCs, ATVs, dirt bikes, mini-bikes, go-carts and the like shall be operated within the Community.

36. Management reserves the right to prohibit the use of any noisy vehicles within the Community. Operating a vehicle in the Community under the influence of drugs or alcohol will be deemed a material and irreparable breach of the Tenant's rental agreement and will constitute cause for immediate eviction.

37. Parking space for no more than one (1) or two (2) conventional consumer passenger vehicles, which must fit entirely under Tenant's carport, exists at each space on Tenant's driveway. Parking is not permitted on Tenants' lawns, yards, or any other part of the home site other than the driveway. Except for temporary active loading or unloading during daytime hours, there is **NO PARKING ALLOWED IN THE STREETS** of the Community. The streets are considered fire lanes and must be kept clear for emergency equipment. On-street parking also impairs mail delivery, street cleaning and maintenance. If a Tenant requires additional parking, the Tenant must apply to the Community office for a written waiver to this requirement, which may be granted in Management's sole discretion if justified and if space is available.

A. Parking of motor homes, truck campers, buses, trailers, travel trailers, boats, campers, utility trailers, off-road vehicles, any type of trailer used to haul or tow cargo, and any non-operable or unlicensed vehicles, etc., is not permitted in the Community. Commercial vehicles other than those providing service at Management's request, or those making deliveries, are prohibited in the Community. Any vehicle not moved for 72 consecutive hours shall be deemed non-operable. Any vehicle with flat tires or that cannot be moved shall be deemed non-operable. Vehicles that do not display current vehicle registration decals are deemed non-operable. Any vehicle parked in the Community must be in operable condition, used on a regular basis, and currently licensed. Vehicles may not be parked on another resident's space or on vacant spaces or in any unauthorized areas. No driveway shall be blocked at any time.

B. Guest parking is available in areas designated with the words "GUEST PARKING." These spaces are for guests and visitors only, and Community Tenants are not permitted to use them for their own parking without prior written Management approval.

C. Violation of these "Parking" rules can result in the vehicle being towed away at the vehicle owner's expense.

V. PETS AND OTHER ANIMALS

38. As of the date of these Rules and Regulations, the Community does allow pets. This may be subject to change at the discretion of Community Management, with notice to residents pursuant to applicable law.

39. 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.

40. 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) must be cleaned up after, must not behave in aggressive or threatening conduct or bark excessively or cause disturbance, must be controlled on a leash not longer than six (6) feet, and Tenants with such animals in their households will be responsible their animal's behavior. Assistive animals are not subject to pet fees if such fees are ever adopted. 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.

VI. GUESTS

41. Guests and visitors shall be the sole responsibility of the Tenant inviting the guest, and each guest and visitor shall be subject to the same Rules and Regulations as Tenant.

42. Guests using the Community facilities must be accompanied by a responsible Tenant.

43. Guests and visitors are not permitted to bring pets into the Community.

44. Tenants are responsible for registering and paying the required "Guest Fee" for any guest who stays for more than a total of fourteen (14) days in any calendar month. Such registration and payment shall occur immediately after the 14th day of guest's visit.

45. Guests are limited to a maximum stay of thirty (30) days in any twelve (12) month period. After that, they become unauthorized occupants and must vacate unless and until they submit an application for residency, are approved by Landlord 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 Landlord and Tenant.

46. Guests may not stay in any camper, RV, travel trailer, or other unit parked in a Tenant's driveway. A guest may only stay, subject to the limitations set forth herein and in Tenant's Rental Agreement, in the Tenant's mobile home, park model, or other RV unit (which is the primary unit on the space and not an RV or other vehicle parked or temporarily parked on the space).

47. Subleasing of the space or home is prohibited. All homes must be owner occupied. Tenant must provide a copy of the title to Tenant's home upon request.

VII. SALE OF HOME

48. One "For Sale" or "Open House" sign (during an active open house), not exceeding 12 inches by 18 inches, may be displayed only on the home or in home's front window. This rule does not apply to signage used by landlord to market landlord home sales. No other signs are permitted on a Tenant's space.

49. Current Tenants must notify the Manager at least two (2) weeks in advance of the closing date so the buyer of the home may be considered for approval by the Community.

50. Tenants cannot guarantee prospective buyers will be approved for residency. A prospective buyer has no rights of tenancy until the buyer has met all of the Community's tenancy qualifications and has signed a Rental Agreement with the Community. As an additional condition to Community approval of any buyer as a tenant, the Community may require that any outstanding balance owed to the Community be paid. If the buyer does not qualify and the sale of the home is finalized, the home must be moved from the Community at the time of sale.

51. Residents should meet with management to determine what upgrades, if any, must be done to bring the home to Community 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. Any home sold "on site" must be brought into compliance with all Community standards in order to remain in the Community.

52. 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 disrepair in the judgment of Management, in Management's sole discretion.

53. Tenants are advised that their Rental Agreements contain a right of first refusal provision. If during the term of the Tenant's Rental Agreement or any extension thereof, the Tenant shall accept an offer to purchase the Tenant's mobile home or park model, or if the Tenant intends to enter into an agreement for the sale of said mobile home or park model, the Tenant shall first give the Landlord written notice setting forth the name, address, and phone number of the prospective buyer, the purchase price, and all of the terms and conditions of the proposed sale. The Tenant shall attach a true and accurate copy of the purchase offer to the written notice to Landlord. After delivery of such notice, Landlord shall have the right to purchase the Tenant's home upon the same terms and conditions. The right of first refusal shall be exercised by certified mailing or personal delivery to Tenant within 72 business hours of receipt of the required written notice. Should Landlord elect not to purchase on such terms and within said 72 business hours, the right of first refusal shall be deemed expired, and Tenant may proceed to sell the Mobile Home or park model upon the terms and conditions set forth in the written notice to Landlord. This provision does not apply to sales by Tenants to individuals who intend to keep their mobile home or park model on the space in the Community, who intend to reside therein for a period of twelve (12) months or more, and who make application to Landlord for approval as Tenants and who are in fact approved. The right of first refusal is a material term of Tenant's Rental Agreement and of these Rules and Regulations, and in its absence, the rent that Tenants of the Community pay would be significantly higher.

VIII. ANTENNAS

54. No exterior radio or television antennas or dishes, or similar items may be erected on the home or the space except in compliance with this rule. Antennas one meter or less in diameter or diagonal measurement which are designed for over-the-air receptions of signals from satellite, wireless cable or television broadcasting facilities, together with their associated mounting hardware and mast, if applicable, may be installed subject to the following restrictions:

A. The installation must not be visible from any other space, the common area or any street. If this is not possible without impairing the ability to receive signals, the installation must be screened by landscaping or other means approved by the Community to minimize visibility without impairing receipt of the signal. If it is necessary to receive an adequate signal that the installation is visible from another space, the common area or a street, all components must be painted a color that will blend into the background against which the installation is mounted.

B. Under no circumstances may a mast be higher than the height necessary to establish line of sight contact with the transmitter, and in any event, it may be no higher than the minimum height required by applicable law or regulation.

C. All locations, manner of installation, screening and color must comply with these restrictions. Locations on the space must be pre-approved by the Community. It is recommended that all installations be reviewed with Community Management before actual work is commenced to ensure that these restrictions will not be violated.

IX. FLAGS AND FLAG POLES

55. Prior written permission from Community management must be obtained before adding any item to a space or the exterior of a home, including but not limited to a flag pole and/or flag. Obscene, offensive, or inappropriate flags will not be approved. Management's decision with regard to what constitutes "obscene, offensive, or inappropriate" shall be final and conclusive.

56. Flags may be flown between sunrise and sunset. If flags are flown at night, the flag must be lighted. Lighting must be installed in such a way as not to disturb neighbors.

57. Flags may not be flown in a hazardous manner. Flags must be high enough as not to obstruct the view of the road. The flag must be attached to the flagpole in a manner assuring that the flag will not become twisted around the flagpole, and in a manner that will ensure that noise from the flag and flagpole will not disturb neighbors. If noise complaints are received regarding the flag, the hardware must either be replaced with hardware that does not make excessive noise, or the flag must be removed.

58. Tenants are responsible for the presentation, care, cleaning, and maintenance of their flag and flagpole. Faded or torn flags must be promptly replaced. Flagpoles must be kept clean. If painted, paint must not be allowed to become dull. No rust is permitted. Flags will not be flown during inclement weather unless an "all weather flag" is used.

X. REMOVAL OF HOMES

59. Tenants or their successors in interest may remove their homes from the Community as provided in A.R.S. § 33-1485.01 or A.R.S. § 33-2105, as applicable. For mobile homes, park models, and long-term RV space renters, Tenant 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 enable the move-out). A form of notice is available from the management office.

A. Tenant 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 Tenant's then held by the Community, and paid via money order or cashier's check, must be posted.

B. Before the home is removed, Tenant and/or Tenant's moving company must provide the Community with a certificate of insurance evidencing that the mover is insured in case any damage is done to the Community during the move-out.

C. 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.

D. When the mobile home or park model is removed, all concrete on the space (including but not limited to patios, the pad on which the home was installed, carports, and driveways), and all landscaping and landscaping materials, must be removed unless the Community agrees otherwise in writing.

E. When the mobile home or park model home is removed, the space 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 is ready for the placement of a new home.

F. When the mobile home or park model home is removed, 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.

XI. MISCELLANEOUS

60. The office will be open as posted on the door. Incoming telephone messages for residents will be accepted only in the case of emergency and Landlord accepts no duties relating to the delivery of the message or liability therefore.

61. The Management will make every reasonable effort to provide a clean and safe environment, however, we disclaim any responsibility for any losses resulting from fire, theft, accident or natural disasters. No violation of any law or ordinance of the city, county or state will be tolerated. No activities shall be permitted which would place the management or owner of these premises in violation of the law.

62. **Marijuana.** The Community has determined that the use, possession, distribution, or manufacture of marijuana will interfere with the health, safety, welfare, and right to peaceful enjoyment of the premises by other residents. In accordance with the Crime Free Addendum and supporting federal laws, any use of marijuana (medical or otherwise) by the tenant or the tenant's guests will result in immediate termination of tenancy. This includes both public and private use.

63. **Firearms and Fireworks.** FIREARMS may not be worn in the Community or openly displayed except by sworn law enforcement personnel at any time except as provided below (restrictions not applicable to sworn law enforcement personnel). Violation of any of these firearms restrictions by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy. Tenants, tenant's guests and visitors:

A. May carry a firearm in personal vehicles and may store a firearm in a locked vehicle while in the Community, as long as any such firearm is not visible from outside the vehicle.

B. May have a firearm within the home.

C. May carry a firearm between vehicles and the home in a box, holster or other device that does not display the firearm to others.

D. Except when transporting a firearm directly between a vehicle and the home may not carry a firearm in a public or common area of the Community.

E. No firearms are permitted in the leasing office at any time.

- F. May not brandish or display a firearm in any common or public area of the property.
- G. May not threaten other residents, occupants, visitors or staff with a firearm, whether the firearm is displayed or not.
- H. May not unlawfully discharge a firearm anywhere in the Community for any reason at all.
- I. May not leave a firearm in an unlocked vehicle at the property.
- J. May not leave a firearm in a locked vehicle if the firearm is visible from outside the vehicle.

FIREWORKS of all kinds including but not limited to sparklers are prohibited in the Community. Igniting any kind of fireworks in the Community including but not limited to lighting a sparkler by any resident, visitor or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy.

64. **No Smoking.** Smoking is prohibited in all buildings, common areas, and Community facilities. Additionally, smoking is prohibited within twenty (20) feet in all directions measured from each outer edge of any entrance, any open window, or any ventilation system in the Community. For purposes of this Rule, the term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. “Product” means any organic product including but not limited to marijuana (including but not limited to “medical marijuana”). “Smoking” also includes the use of “E-cigarettes” and similar devices that mimic normal smoking by the use of battery powered heating elements that create vapor, flavored or otherwise. The use of marijuana in the Community—including but not limited to medical marijuana—is prohibited and constitutes a violation of the Tenant’s Crime Free Addendum with the Community, and a violation of these Rules.

65. **Drones/Remote-Controlled Vehicles.** The operation of remote-controlled vehicles, aircraft or drones is prohibited. This includes not only the vehicle, drone or aircraft being operated in or over the community but also one being controlled by an individual inside the Community. These devices are inherently dangerous and violation of this rule by a tenant or member of the tenant's household or visitor is cause for immediate service of a termination of tenancy notice.

66. Tenants, residents, and guests may not waste water or other natural resources. Tenants may not turn on a hose and leave it running unattended. Established trees and shrubs should be watered every two weeks. Young plants should be watered no more than once weekly. Established fruit trees should be watered only every two weeks. Wasting water is a material violation of these Rules.

67. Complaints on any subject must be received by Community management in writing. Forms for this purpose are available from management.

68. Tenants are reminded that it is their responsibility to have adequate homeowners’ insurance coverage in case of damage that causes them to be in violation of Community Rules or Statements of Policy, as well as the risk of financial hardship resulting from insufficient coverage.

69. Any failure of Landlord to require compliance with or exercise any right pursuant to these Rules and Regulations shall not be construed as a waiver by Landlord of any provision of these Rules and Regulations, and shall not affect the validity or enforceability of any provision of these Rules and Regulations.

70. The on-site Community managers are not authorized to make any representations not contained in the Tenant's Rental Agreement or these Rules and Regulations, or to strike or amend the provisions of the Rental Agreement, these Rules, or the Community's Statements of Policy in any way. Any modification to the Rental Agreement, to these Rules, or to the Statements of Policy must be in writing signed by an authorized representative of Community ownership.

71. Although these Rules are specific, it is impossible for them to deal with every possible eventuality. Therefore, basic standards of decency are applicable to all, and Tenants and their occupants, guests, visitors, and invitees must conduct themselves in a reasonable manner so as not to say or do anything to adversely affect their neighbors or the ownership or Management of the Community. These Rules apply to Tenants, their guests, occupants, visitors, invitees, or any person in the Community with the permission of anyone living in the Community.

72. Each provision of these Rules is separate and distinct and individually enforceable. In the event that any provision is declared unlawful, the enforceability of all other provisions shall not be affected.

73. In case of emergency when the Community office is closed call the number below to report the matter to management. If the emergency is a medical, fire or police emergency, call 911. Emergency Management Contact Number: (720) 224-5190 Bill Hegwood