

RULES AND REGULATIONS

FOR MONTE VISTA VILLAGE RESORT

(AN AGE-QUALIFIED COMMUNITY)

Effective as of November 1, 2018

Introduction

The owner of **Monte Vista Village Resort** (“Monte Vista”) at 8865 East Baseline Road, Mesa, Arizona, has adopted the following rules and regulations in accordance with A.R.S. § 33-1452 to govern the community (the “Resort”). These rules and regulations are designed to provide residents with a safe, peaceful, attractive community in which to live and play. Your respect of your fellow residents and their property is greatly appreciated.

These rules and regulations are incorporated into the terms and conditions of your rental agreement. Please read them carefully.

Rules and Regulations

ABANDONED PROPERTY: If a resident leaves behind personal property (including but not limited to his/her manufactured home, recreational vehicle, or other unit) without Monte Vista's prior written permission, Monte Vista may consider the property abandoned and may remove the property and store it in accordance with Arizona law, and/or may store the property on the home site at the Resident's expense. If Monte Vista does remove and store the property, the resident shall be responsible for the costs involved, and such costs shall constitute a lien on the property. Thirty (30) days after it reasonably appears that the resident has abandoned the property, Monte Vista may sell the property, in accordance with Arizona law. Prior to such sale of the property, the resident can request the return of the property which has been removed and stored. The resident must first pay Monte Vista for removal and storage costs and all other amounts owed before the property is returned.

ABSENCE: Before you leave the Resort for an extended period, you must provide Monte Vista with your contact information along with the name and contact information of the person who will be looking after your site while you are away. If Monte Vista clean or otherwise maintains your site because you have failed to maintain it, you will receive a notice regarding the failure to maintain and will be given ten (10) days to remedy the situation. If you do not remedy the situation, Monte Vista will have the work performed and will bill you at a rate of \$75.00 per hour, plus any material costs. These charges are considered rent and the failure to pay them may subject you to eviction for non-payment of rent. If your home site violates these Rules and Regulations, you may also, or alternatively, be subject to a termination notice and eviction for non-compliance.

ACCESS TO SITE: Representatives of Monte Vista may come onto a resident's home site at reasonable times, to contact the resident, inspect the home site, make necessary or agreed upon repairs or improvements, supply necessary or agreed upon goods or services, or show the home site to prospective or actual buyers, residents, workers, contractors or mortgagees.

ADVERTISEMENTS: Residents may advertise their homes on a central posting board maintained by Monte Vista, and they may attach ONE “FOR SALE” or “OPEN HOUSE” sign to their homes. FOR SALE or OPEN HOUSE signs must be no larger than twelve inches wide and eighteen inches long and must be attached to the unit or placed in the window. These signs must clearly state the name, address, and telephone number of the owner or agent for the manufactured home. This rule does not apply to signage used by Monte Vista or its associated dealership to market Community home sales. Aside from the FOR SALE or OPEN HOUSE signs described herein and the posting allowed on a central posting board, no other signs or advertisements are permitted in the Community.

AGE RESTRICTIONS: In accordance with the Federal Housing for Older Persons Act of 1995 (as amended or modified from time to time, “HOPA”), the Community is intended to be and is operated as “housing for older persons.” Under HOPA, “older persons” are defined as persons fifty-five (55) years of age or older. The Community complies with HOPA and is intended to be reserved for occupancy by persons fifty-five (55) years of age or older, with certain exceptions as allowed by HOPA. Each occupied home site within the Community must be permanently occupied by at least one person fifty-five (55) years of age or older as of the date of occupancy. In addition, all other persons occupying a home site within the Community must be at least thirty-five (35) years of age. All prospective residents and occupants 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. Under HOPA, Monte Vista may, in its sole discretion, make certain exceptions to the foregoing provisions. Notwithstanding the foregoing, these age restrictions shall not apply to the existing residents and occupants as of November 1, 2018 of the homes on the sites listed on Exhibit A attached hereto and incorporated herein by this reference.

BADGES: Name badges are required at all times while using Resort facilities. Monte Vista provides each homeowner with a name badge. This includes but is not limited to badges for planned security upgrades that may require photo ID card/badge be worn or carried while using Resort facilities. Lost or damaged name badges will be replaced at resident’s cost. Name badges help prevent unauthorized access to Monte Vista’s facilities.

BICYCLES/SKATEBOARDS: Bicycles shall travel on the proper side of the street and abide by all traffic signs. Bicycles may not be ridden on the sidewalk, nor may they be ridden at night without the appropriate lighting and reflective gear. Bicycles must be walked to and from bike racks when on the sidewalk. Monte Vista encourages residents to lock up their bicycles when not in use. You can register your bicycle with the Police Department via <http://www.mesaaz.gov/residents/police/services-forms/bicycle-registration>.

Skateboarding is not permitted within the Resort.

BUSINESS VENTURES: Residents may not operate a business from their homesite without Monte Vista’s prior approval in writing. Any business that has a negative impact on the community will be disallowed. Monte Vista reserves the right to discontinue businesses in the community at any time. The Community and its address may not be used for the purpose of advertisements or sale of merchandise.

CARPORT PADS AND DRIVEWAYS: All concrete, asphalt, and other surfaces on the space must be kept clean and in good repair and condition. Pads and driveways shall be protected from oil leaks or other similar stains. Residents are responsible for cleaning stains on the pads and/or driveways to their homes. Residents are responsible for maintenance, repair, and/or replacement of carport pads and driveways.

CONSTRUCTION: All changes, modifications, and/or improvements to the home or home site must be pre-approved by Monte Vista via a Construction Request Form. You may need to contact the City of Mesa for clearance of any construction plans. This applies, without limitation, to sheds, carports, awnings and/or

patio concrete, fences, patio extensions, and plantings of any kind. Any structure that is erected, installed or modified without Monte Vista's prior written approval is subject to fine and removal at the resident's expense. Any improvement or construction requiring a permit must be performed by a licensed, bonded and insured contractor. A copy of this certificate of insurance and a copy of the permit must be filed with Monte Vista. **It is the responsibility of the resident to contact the City of Mesa to determine if a permit is required.** Any approved construction is to be done during daylight hours, Monday through Saturday. Sunday is designated as a "quiet day" and no construction or other noisy outdoor work involving the use of power tools is allowed on that day. During any construction the site must be kept clean and free of debris. Contractors may not dispose of debris in the Community.

Monte Vista Architectural Guidelines are available at the Main Business Office.

CURFEW: In accordance with City of Mesa requirements, unless accompanied by an adult, children under the age of 16 must be in their home between the hours of 10:00 pm and 5:00 am. Individuals between the ages of 16-18 must be in their home between the hours of midnight and 5:00 am.

DRESS CODE: Shirts, shoes, and appropriate clothing must be worn in the Resort. Cover-ups should be worn to and from pools, Jacuzzis and exercise rooms.

EMERGENCY NUMBER: Dial 911 in case of emergency. You may contact the Business Office at (480) 833-2223. Calls are forwarded to the Courtesy Patrol at the Main Gate when the Business Office is closed. Courtesy Patrol is available 24 hours a day, 7 days a week at (480) 984-5432. **For all life-threatening emergencies, immediately dial 911.**

EMERGENCY VEHICLES: The streets in the Resort are narrow and not designed for street parking. Residents should park in their carport. We do allow short term parking in the street (less than 12 hours) for visiting and deliveries. Vehicles may not be parked in the street overnight. Please be sure your visitors do not park across from other visitors already parked. This creates a road block for emergency vehicles. Anyone blocking emergency vehicle access will be subject to fines from the City of Mesa and may have their vehicle towed at the vehicle owner's expense or pushed out of the way.

FACILITIES: Resort Facilities, which may include without limitation, laundry rooms, activity rooms, pools, Jacuzzis, saunas, etc., are intended for use and enjoyment of residents and approved guests only. Residents shall ensure that their guests abide by these rules and regulations. Failure to abide by these rules and regulations governing the use of Resort Facilities may result, where appropriate, in a resident or guest being (1) fined, (2) disqualified from using the facilities in the future, or (3) evicted from the Resort. Pool areas and patio areas adjacent to the pools cannot be reserved and are first come first serve. You must comply with all rules posted by Monte Vista at all facilities in the Resort. All posted rules are to be considered incorporated into these Rules and Regulations. Private social gatherings must be approved by the Activities Office if intending to use any Resort facilities or public areas. Resort facilities cannot be used for personal use, including but not limited to cooking, sleeping, and/or placement of personal items such as furniture, artwork, and the like. Personal items may be discarded if left in Resort facilities. Resort-owned furniture cannot be moved or removed from any Resort facility unless otherwise pre-authorized by Monte Vista in writing.

FIREARMS: Firearms may not be worn in the Resort or openly displayed except by sworn law enforcement personnel, at any time, except as provided herein. These restrictions do not apply to sworn law enforcement personnel. Residents, residents' visitors, and residents' guests:

1. May carry a firearm in personal vehicles and may store a firearm in a locked vehicle while in the Resort, as long as any such firearm is not visible from outside the vehicle.
2. May have a firearm within the home.
3. May carry a firearm between vehicles and the home in a box, holster, or other device that does not display the firearm to others.
4. 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 Resort.
5. May not bring firearms into the leasing office at ANY time.
6. May not brandish or display a firearm in any common or public area of the Resort.
7. May not threaten other residents, occupants, visitors, or staff with a firearm, whether the firearm is displayed or not.
8. May not discharge a firearm anywhere in the Resort.
9. May not leave a firearm in an unlocked vehicle at the Resort.
10. May not leave a firearm in a locked vehicle if the firearm is visible from outside the vehicle.

Violation of any of these firearm restrictions by any resident, visitor, or guest shall constitute a material and irreparable breach and shall be cause for immediate termination of tenancy.

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

GOLF CARTS: Golf carts must travel on the proper side of the street and abide by all traffic signs. Golf carts are not allowed on sidewalks in any part of the Resort, including but not limited to Courtyard areas, sports facilities and pool areas. Children are not permitted to drive golf carts in the Resort. When driving carts at night, they must have proper lighting. Handicapped parking may only be used with proper identification.

GUESTS: Residents are responsible for the actions of their guests. All guests must sign in with Monte Vista Registration Office and pay any applicable fees. Guests may stay free of charge for 14 days. Residents whose guests stay longer than 14 days in a month are subject to charge. All guests will be issued a guest badge. Overnight guests must sleep in the resident's housing unit. Sleeping in passenger cars is prohibited. Children must be accompanied by an adult at all times. Guests that cause complaints and concerns to other residents may be asked to leave at Monte Vista's discretion. Guests may not stay more than thirty (30) days in any twelve-month period. After that time period, a guest becomes a prospective resident/unauthorized occupant and is subject to Resort approval after submission of an application for residence, or must vacate.

Residents must acquaint all guests with these Rules and Regulations. Residents are personally responsible for the actions and conduct of their guests. Residents are financially responsible and liable for any property damage or personal injury caused or contributed to by their guests.

Guests using any Resort facility must be accompanied at all times by a Resident.

HOME APPEARANCE: All homes and RVs shall be kept in a good state of repair and present an acceptable, neat, and clean appearance, consistent with other homes in the Resort. Window coverings and skirting materials must be of similar color to the unit and shall be attached neatly to provide an attractive appearance. The home, window coverings, and skirting must be washed and otherwise cleaned on a periodic basis. Residents must obtain Monte Vista's approval before painting or significantly changing the exterior appearance of their unit. Residents are responsible for providing their own cords, plugs, adapters, sewer line, hoses, etc. Window coverings other than blinds, drapes, shades, and other treatments designed to be used for windows are prohibited. Prohibited coverings include but are not limited to foil, sheets, flags, cardboard, and reflective material.

Monte Vista has the right to refuse any unit or vehicle from being placed on a site based on age, size, or appearance.

All personal property of Resident must be kept in a pre-approved, appropriate storage shed or in the home. Except for standard patio furniture, barbecue equipment, and an operable bicycle (all of which must be kept in an attractive and well-maintained condition), no personal property accumulation is permitted around the home, on driveways, patios, or on porches without prior written permission from Monte Vista. Personal property includes, but is not limited to, overstuffed or indoor-type furniture, appliances, ironing boards, brooms, mops, tools, toys, gardening equipment, debris, construction debris, refuse, litter, firewood, or other such items that are unsightly. If the home has a screened-in porch where the inside of the screened-in porch is visible from the outside, the accumulation of junk and debris in the screened-in porch is prohibited.

HOME SALES: The Sales Office is located at Site #108. Residents who wish to sell their unit must first register with the Main Office. If a resident wishes to sell his/her unit (For Sale by Owner) both the seller and the buyer must fill out the necessary forms. New buyers must pass a background check prior to living at the Resort. Monte Vista will continue to charge the rent to the original owner until it receives a copy of the Title and all paperwork has been completed and approved. If rent or utilities are not paid by the previous owner, the new owner will be responsible for all unpaid charges. Any amounts owed to the Resort must be paid before any new owner will be approved for residency.

If you have purchased your unit through a third party, Monte Vista is not responsible for you being fully informed of general administration and financial policies related to your sales transaction. We recommend that you contact the Main Office for documentation and for answers to any questions you might have before purchasing.

Residents cannot represent to a prospective buyer that he/she will be approved for residency. Residents must also meet with Resort management prior to sale of home to determine what upgrades, if any, must be done to bring the home to Resort standards. All required work must be done prior to the sale or the buyer will be required to bring the home into compliance as a condition of approval for residency.

Monte Vista may require a home being sold to be removed from the Resort if the home cannot reasonably meet standard specifications determined by the Resort for that home site, or if the home is in run-down condition or in disrepair in the judgment of Monte Vista.

INSURANCE: Residents are responsible for insuring their own units and must carry adequate property damage insurance known as "Special Form" or "All-Risk" insurance on their units. Residents must also maintain reasonable general public liability insurance and provide suitable evidence of insurance to Monte Vista upon request.

LANDSCAPING: Landscaping must be pre-approved by Monte Vista. Residents shall submit a detailed written request and gain approval for any landscape installation, modification, or the removal of existing landscaping. Trees, shrubs and hedges must be properly trimmed. Residents are responsible for the maintenance of the landscaping on their home site, including but not limited to trimming all trees as necessary to ensure the health of the tree and to avoid safety hazards. Residents may not remove or disfigure a tree on the space without prior written permission from Monte Vista. Unauthorized removal or destruction of a tree on the space not planted by Resident constitutes destruction of valuable Resort property and can be cause for immediate termination. Failure to keep trees, bushes, and other plant life trimmed will result in Monte Vista maintaining your site for a fee of \$75.00 per hour and any charges will be added to your account. All landscaping, including but not limited to flowers, must be well maintained, neat and attractive. Written permission of Monte Vista is required prior to any digging in the community or on a home site. Monte Vista may require residents (at resident's expense) to identify and locate any underground utilities prior to digging. Connecting to the Resort's irrigation system is not allowed. Violators will have their irrigation system disconnected and will be subject to fees, fines and the termination of their rental agreement. Monte Vista is not responsible to remove shrubs, trees, etc. Residents are responsible to remove shrubs, trees, etc.; but removal of any tree requires prior written permission of Monte Vista.

LAUNDRY: Clotheslines or hanging of clothes, including but not limited to bathing suits and towels, outside of your home is prohibited. Clotheslines are available next to the laundry facility for this purpose.

LOADING/UNLOADING: Monte Vista allows 48 hours for moving vans and RVs to load/unload at your home site. This accommodation is only intended for the arrival and departure of your stay at the Resort. It is not intended to be used on a regular basis. Abuse of this accommodation will cause it to be revoked. Using your RV, i.e. eating in or sleeping in, while parked in the street or on your driveway is prohibited. Please be respectful of you neighbors. RVs may not be occupied when temporarily parked on a space or in the street in the Resort.

MAIL: The address you should use for correspondence is:

Your Name
8865 East Baseline Road
Your Unit Number
Mesa, Arizona, 85209

NONCOMPLIANCE: Failure to comply with these Rules and Regulations may, at the sole discretion of Monte Vista, result in fees, fines, being prohibited from using the facilities, and/or the termination of a resident's occupancy at the Resort.

PARKING: Residents must observe posted parking signs and all other parking instructions. Golf carts are to be parked in spaces designated specifically for golf carts. We allow short term parking in the street (less than 12 hours) for visiting and deliveries. Overnight parking of vehicles on the street is prohibited. Parking of vehicles on unoccupied home sites (including but not limited to RV or mobile home sites) is prohibited at any time of day and may result in charges equal to the daily RV site rate. All resident vehicles must be parked in the carport area and be parallel to the unit. Parking sideways on the concrete pad is prohibited. Parking anywhere on your site other than the concrete pad is prohibited without Monte Vista's prior and

explicit written approval. Parking violations may result in charges of fees, fines, and/or your vehicle being towed at the owner's expense.

PATIO/CARPORT/PORCH: Residents are to keep their patio, porch and carport areas neat and uncluttered. Unsightly decorations, indoor furniture, appliances, storage bins, or displays are prohibited. Loose items such as boxes, tools, etc. may not be stored on the patio, porch, carport, or anywhere visible on the space. Wind chimes are prohibited due to the noise. Monte Vista conducts regular inspections to ensure compliance. Failure to keep these areas in compliance may result in violation notices and/or the termination of your rental agreement. Nothing may be stored underneath the home.

PATIO SALES: Individual patio sales are not allowed. Please contact the Activities Office if you want to participate in a community-sponsored patio sale.

PAYMENTS: Checks received for payment and returned unpaid for any reason will be charged a \$25.00 returned check fee plus actual charges assessed against the Resort for any insufficient funds check. All checks must be in US funds. Partial payments are not accepted under any circumstances. To avoid late fees, please make payments on time.

PERSONAL CONDUCT: Offensive conduct will not be tolerated in the Resort, including but not limited to disruption of quiet enjoyment, foul, abusive, threatening, or obscene language, abusive attitude or behavior, theft or vandalism of property, public drunkenness or indecent exposure. Offensive conduct will be grounds for immediate expulsion and eviction from the property. Inappropriate or abusive behavior including but not limited to uninvited physical contact, solicitation, harassment, vandalism, theft, stalking, violence, possession of illegal substances/items or any other illegal or offensive conduct is not permitted. Any acts of threat or physical harm by a resident or resident's guest toward another person will be grounds for immediate termination of occupancy. This applies to residents, guests and visitors. Residents and their guests, occupants, and visitors must behave in a reasonable and respectful manner at all times in the Resort, including but not limited to towards the Resort manager, employees, staff, other residents, and other guests and visitors. Cursing and/or yelling at or otherwise abusing Resort management and staff is prohibited and will not be tolerated.

PETS: Residents are allowed no more than two pets per site. Pets must be on a 6 foot or shorter leash at all times while outside. Pet runs, dog pens, or any other structure meant to allow pets to run freely are strictly prohibited at residents' sites or homes. Please be respectful when walking your pets. Do not allow them to walk or "relieve themselves" on other resident sites. **Residents must clean up after their pets immediately.** All pets must be approved by and registered with Monte Vista prior to entering the Resort. Monte Vista shall have complete discretion to allow or disallow any pet at the Resort. Any pet which exhibits aggressive behavior or which threatens or attacks a person or another pet must be removed from the Resort immediately. When registering pets with Monte Vista, residents must obtain a copy of, and agree to abide by, the Resort's pet policies. These policies are incorporated into the Resort's Rules and Regulations, and failure to abide by them may result, where appropriate, in a resident being (1) fined, (2) disqualified from keeping a pet at the Resort, and/or (3) evicted from the Resort. Residents shall ensure that their guests and visitors abide by these rules and do not bring pets into the Resort without the prior approval of Monte Vista. Residents who keep pets at the Resort must pay a pet fee, which will assist in maintaining the pet area, pet records and pet tags at the Resort. With the exception of hummingbird feeders, residents shall not feed stray or wild animals, including but not limited to birds and cats, in the Resort. See Monte Vista Pet Policy for complete details. Unattended pets are not permitted at any time.

For the safety of pets and Residents, Residents or their guests may not exercise by having their pets in tow while the Resident or guest is riding a bicycle or driving any motorized vehicle.

Assistive animals and service animals are not pets for purposes of these regulations. Pursuant to federal and state fair housing law, where the disability of the Resident or the member of the Resident's household requiring the animal is not obvious or otherwise known to Monte Vista, Monte Vista may request reliable documentation evidencing the disability and disability-related need for the specific assistive animal at issue. Assistive animals must (unless a reasonable accommodation is required related to any rule) comply with all behavioral and clean-up rules regarding animals in the Resort.

QUIET TIME: Excessive noise is prohibited at all times. Noise levels should be kept to a minimum between the hours of 10:00 p.m. and 7:00 a.m. Sunday is designated as a "quiet day." No construction or other noisy outdoor work, such as the use of power tools, is allowed on Sundays. Please respect your neighbors. Loud parties, and or excessive volume of radios, television, or musical instruments are not allowed. Excessively noisy vehicles are prohibited. Monte Vista reserves the right to prohibit the use of any particular noisy vehicle within the Resort.

REFUNDS: The Resort does not issue refunds.

RENT: It is the responsibility of the resident to know when their rent payment is due. RV and Rental Home guests must pay rent for their entire stay when they check in. In all cases, rent payments received seven or more days after the due date will be charged a late fee. The amount of the late fee will equal the product of \$5.00 times the number of days the rent is late and will be applied retroactively. (Example: If rent is paid nine days past due, the late fee is calculated as follows $9 \times \$5.00 = \45.00 .) If you are unsure of your rent due date, please contact the Front Office.

RENTALS/RESALES: If you would like to list your home for sale or see homes available for purchase, please contact the Business Office at (480) 833-2223.

SALE OF UNIT: Any buyer of a manufactured home in the Resort, under circumstances where the buyer desires that the manufactured home remain in the Resort, shall be subject to prior written approval by Monte Vista of the buyer as a resident in the Resort. To be eligible for such approval, the buyer must comply with Monte Vista's pre-qualification procedures and standards, sign a new Site Rental Agreement after approval, and meet any other conditions and requirements set forth in the Rules and Regulations and the Resort's Statements of Policy. As an additional condition to approval, Monte Vista may require reasonable upgrading of the manufactured home and/or the home site to meet the quality standards contained in the Rules and Regulations in effect on the date of such proposed sale. If the provisions of this paragraph are not complied with, the manufactured home must promptly be removed by the resident from the Resort upon such sale. Any amounts owed to the Resort must be paid before any new owner will be approved for residency.

All prospective purchasers and transferees must complete Monte Vista's standard residency application in its entirety and comply with Monte Vista's pre-qualification procedures and standards prior to such occupancy, sale, or other transfer, so that background and credit checks can be conducted properly and expediently to determine community and financial responsibility. Failing to complete the application in its entirety or willfully providing false information will result in a rejection of the application if discovered before a Site Rental Agreement is fully executed, and will result in termination of tenancy if discovered after a Site Rental Agreement is fully executed. Monte Vista shall have the right to reject any prospective resident or occupant.

SECURITY DEPOSIT: Monte Vista may use a resident's security deposit to pay for unpaid rent, returned-check fees, utility charges, or damage to the home site or Resort caused by the resident or his/her guests. Monte Vista will mail any remaining portion of the security deposit to the resident as required by law.

MOVING OUT – PULL OUTS: A thirty (30) day written notice of removal is required for all move outs. Removal of the home can only take place Monday through Friday between the hours of 9:00 AM and 4:00 PM Arizona time. Any rent or other charges owing must be paid to the Resort before a home may be removed. Failure to pay such charges may result in the home being blocked from being removed. A home may not be removed before the Resort has issued a Clearance for Removal. Anyone removing a home from the Resort must comply fully with A.R.S. §§ 33-1485.01 or 33-2105 as applicable, and/or any other applicable statute, along with these Rules. Resident must designate a person or entity that will be responsible for the move-out. If the responsible party is not licensed by the Arizona Department of Housing or Registrar of Contractors, then a move-out deposit in the maximum amount allowable by law shall be required.

All documentation must be given to the Main Office and Courtesy Patrol will be notified of the date and time of the removal to approve exit.

Upon removal of the home, the home site must be left clean and leveled. All bushes, trees, and other landscaping must be removed unless Resort management agrees or requests otherwise in writing; all weeds must be removed; all debris from the home must be removed; and the concrete pad must be removed and cleared off Monte Vista's property. If fill dirt is needed to level the site after the removal of the home and/or concrete pad, the current resident, new owners, and/or any responsible party for the move must provide and replace with *clean* fill dirt at their own cost. Removal of any shed and any other additions and accessory structures must be completed at the same time as the removal of the unit.

Once the move out process has started it must be executed to 100% completion. The home may not be left abandoned if any issues arise during the removal. If the home is left abandoned, the current owner or resident or their successor in interest, and any party responsible for the move, will be held liable for any and all charges associated with the home site and removal of the home.

FIRST RIGHT OF REFUSAL: Review your Rental Agreement, which contains a Right of First Refusal provision. If a Resident is selling the Resident's home to anyone who intends to have the home removed, the resident must give Monte Vista a 72-hour opportunity (3 business days) to match the purchase offer. The Resident must provide Monte Vista with a true and correct copy of the purchase offer which shows the name, address, and phone number of the party making such offer and the terms of the offer. If Monte Vista does elect to match the purchase offer, the home must be sold to Monte Vista. If Monte Vista does not agree to match the purchase offer within 72 hours (3 business days), then the home may be sold to the 3rd party. However, if the Resident decides to sell the home for less than the original purchase price set forth in the offer, the Resident must again give Monte Vista 72 hours (3 business days) to match the lower offer. The account must be at a zero balance. All past, present, and upcoming applicable charges must be paid in full. Proof of new ownership must be provided to the Main Office.

The move out will not be allowed until all parties involved agree in writing to the above conditions.

SMOKING: Smoking is not permitted in any of the Resort's buildings or amenity areas.

SOLICITING/TRESPASSING: The Resort is private property. Anyone entering the Resort without Monte Vista's permission is trespassing. Soliciting is not permitted within the Resort. If you notice solicitors going door to door, please contact the Courtesy Patrol (480-984-5432) immediately. A solicitation by one Resident without prior invitation of another Resident is prohibited by this rule.

SPACE CARE: Residents must maintain their site free of weeds, debris and trash at all times. Trees and plants must be properly trimmed. Annual residents are responsible for the condition of their sites year-

round, including but not limited to weed control. If the resident leaves for one month or longer, the resident is required to have a caretaker of the home site (and provide Monte Vista with the caretaker's contact information). Failure to keep your site free of weeds, garbage, debris and trash will result in Monte Vista giving notice and maintaining your site at a rate of \$75.00 per hour, charged as additional rent (and/or in termination of the rental agreement).

SPACE PRIVACY: Walking between homes and through occupied RV or manufactured home sites without the owner's permission is prohibited. Residents, occupants, and guests may not enter other Residents' spaces without prior permission, and may not enter or cut across vacant spaces.

SPEED LIMIT: 10 MPH unless otherwise posted. This includes but is not limited to golf carts and bicycles. Monte Vista does not have sidewalks in all areas. Motorists must drive with extreme caution while driving through the Resort. Speeding is strictly prohibited.

STORAGE: Monte Vista does not have a storage area or any space for the storage of items. Only one RV may be parked on each RV site; only one manufactured or mobile home may be installed on each manufactured home site (no other units and no RVs may occupy such site). All boats, flatbeds/open utility trailers, extra RVs, etc., must be stored off property and may not be parked on the Resident's space. Tow dollies must be parked behind RVs whenever possible. Monte Vista may approve the construction of a shed on a Resident's site. Approval must be sought and obtained, in writing, before construction begins. If approved, the shed must be constructed according to the requirements of these Rules and Regulations and must be neat and attractive, as determined by Monte Vista.

SUBLETTING: Subletting is prohibited without prior written approval of Resort management. If, in any individual instance, subletting is approved, any subtenants will be required to undergo the Resort's background screening process, will be required to meet the Resort's age requirements, and will be required to sign a form agreeing to comply with the Resort's Rules and Regulations. The Resident will remain responsible for the space and home, the behavior of the subtenants, and all financial obligations pursuant to the Resident's Rental Agreement.

TRASH/RECYCLING: The garbage pickup schedule can be found on the monthly calendar that is sent each month to your mailbox. Calendars are also available in the Activities Office. Needles, syringes and other medical waste must be separately packaged in a pierce-proof container, such as a coffee can, and identified as medical waste. Construction debris, appliances, furniture, and other large items will not be picked up and shall be removed by residents to a dump site outside the Resort. Residents leaving construction debris, furniture and other large items in the Resort dumpsters may be subject to fees and fined or may receive notices of termination of tenancy for non-compliance with these Rules. Violations may also result in disqualification from using the facilities. Trash and recycling cans must be brought in off the street on non-collection days. Do not sift through the trash or remove items from the dumpsters. This is both a safety and privacy concern. Resort dumpsters are for residential trash only.

TRIMMINGS: Tuesdays are designated as "trimming" pick up day. All tree and bush trimmings must be placed neatly in a pile on the curb in front of the home site for pick up. Trimmings shall not be placed on the curb before Sunday. As per Maricopa County Health Department code, trimmings shall not be placed on the ground by the dumpsters.

UTILITIES: Each site is furnished with electricity, sewer and water hookups. Residents may obtain a schedule of rates from Monte Vista. Please speak with Monte Vista if you have any questions about rates, connection, or use of these utilities. Damaging or tampering with Resort-owned utility meters or other utility equipment is a serious matter. Residents will be responsible for any economic costs resulting from

the tampering with, or intentional damage to any Resort-owned meters or utility equipment. Tampering with ANY utility equipment or lines in the Resort is grounds for eviction.

VANDALISM: Any vandalism to Resort property will result in immediate eviction. This includes, but is not limited to, damage of any Resort gates, tampering with pool chemicals or equipment, damage to Resort-owned computers, damage to billiard and Resort rooms and Resort common area facilities, damage to fitness equipment, or damage to any other Resort-owned property.

VEHICLES: All vehicles shall display a valid Monte Vista vehicle permit in the windshield. You can obtain a vehicle permit from the Business Office. Monte Vista will instruct you where to place the permit in your vehicle. All vehicles must be currently registered in compliance with Arizona law and display current license plates. Monte Vista may require residents to provide a copy of the vehicle registration for any vehicle in the Resort. Only licensed drivers may operate vehicles in the Resort.

All vehicles must be properly equipped with a muffler to ensure quiet performance. Any vehicle which creates excessive noise, exhaust or a disturbance of any kind will not be permitted to operate in the Resort. Inoperative vehicles and vehicles with expired registration or plates are not permitted. Monte Vista may request verification of operability. Any vehicle dripping gasoline or oil must be repaired immediately. Concrete Pads shall be protected and/or cleaned from oil leaks, etc. Vehicle maintenance (such as changing oil) and repair is not permitted in the Resort.

VISITORS AND VENDORS: Please inform our Courtesy Patrol in advance if you have visitors or vendors coming to the Resort at any time. Visitors may use Resort amenities only when accompanied by a resident. For groups of 10 or more, please make arrangements through the Activities Office. Visitors may temporarily park in the street during the day. Overnight parking in the street is prohibited. Overnight parking in overflow areas is not permitted without prior approval from the Front Office. Residents are responsible for the conduct of their visitors.

WAIVER: Residents acknowledge and agree that their space and personal activities may be in proximity to Resort Facilities, which may include softball fields, swimming pools or similar facilities. Residents assume all risk associated with space location and personal activities in, on or near the Resort Facilities. Residents and their guests are solely responsible for determining whether they are sufficiently fit physically, mentally and emotionally for engaging in activities on Resort property.

Monte Vista shall not be responsible for any loss, death, injury or damage to person or property which resident or any other person occupying or visiting the Resort may suffer, regardless of the cause of such loss, death, injury or damage, except to the extent attributable to the gross negligence or willful misconduct of Monte Vista.

DISCLOSURES: In accordance with A.R.S. § 33-1432, the landlord makes the following disclosures.

A. The name and address of the Resort's managing agent is:

MHC Property Management, L.P.
c/o Equity Lifestyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606
Attn: Legal Dept.

B. The name and address of the Resort's owner is:

MHC Monte Vista, L.L.C. and MHC Monte Vista Two, L.L.C.
c/o Equity Lifestyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606
Attn: Legal Dept.

C. The name and address of the person authorized to receive service of process and for the purpose of receiving and providing receipts for notices and demands is:

CT Corporation System
3800 N. Central Ave., Suite 460
Phoenix, AZ 85012

D. A written statement showing the rent increases for the three preceding full calendar years is posted in the rental office. Monte Vista will provide copies of this statement to residents upon request.

STATEMENTS OF POLICY

MONTE VISTA VILLAGE RESORT

The following Statements of Policy ("Statements") are promulgated effective _____, 2018, pursuant to Section 33-1436 of the Arizona Manufactured Home Parks Residential Landlord & Tenant Act, Arizona Revised Statutes Title 33, Chapter 1 1 (the "Act").

As used herein, the term "Community" shall mean Monte Vista Village Resort, located at 8865 E Baseline Road Mesa, AZ 85209. As used herein, the term "Community Owner" shall mean, collectively, MHC Monte Vista, L.L.C., a Delaware limited liability company, and MHC Monte Vista Two, L.L.C., a Delaware limited liability company, and their respective agents, employees and managers.

Failure by a prospective tenant of the Community to comply with any of the requirements set forth in these Statements shall be deemed a sufficient basis for Community Owner to deny the prospective tenant's application for residency in the Community. Failure by a tenant of the Community to comply with any of the requirements set forth in these Statements shall be deemed a default under the tenant's rental agreement.

These Statements are valid and shall remain in effect until December 31, 2018. They will automatically renew for successive one-year periods on January 1 of each year unless revised or rescinded by Community Owner upon proper notice to the tenants of the Community (to the extent required by law).

1. Classification of 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". Under HOPA, "older persons" are persons fifty-five (55) years of age or older. The Community complies with HOPA. Each occupied home site within the Community must be occupied by at least one person fifty-five (55) years of age or older (with certain exceptions as allowed by HOPA). In addition, all other persons occupying a home site within the COMMUNITY must be at least thirty-five (35) years of age. All prospective residents and occupants 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. Under HOPA, Management may, in its sole discretion, make certain exceptions to the foregoing provisions.
2. Change in Use: As of the effective date of these Statements, Community Owner does not intend to implement a change in use for the Community in the foreseeable future.
3. Change in Rent: Rents are subject to adjustment as per the terms of the rental agreement.
4. Right of First Refusal: Community Owner reserves the right to sell the Community, or any portion thereof or interest therein, to any party selected by Community Owner. The tenants of the Community, either individually or collectively, do not possess any option or right of first refusal to purchase the Community, or any portion thereof or interest therein.
5. Size and Specifications: Each manufactured home within the Community must be compatible in size, quality and appearance with the majority of the other manufactured homes located in the Community. Used manufactured homes may be accepted into the Community but must be approved in writing by Community Owner prior to placement in the Community and be compatible in size, quality and appearance with the majority of the manufactured homes located in the Community.

6. Improvements Required as a Condition of Tenancy: Awnings and skirting compatible with the exterior of the manufactured home are required and must be compatible in size, quality and appearance with those of the majority of the manufactured homes located in the Community. Front entrance manufactured homes must have awnings that are compatible in size, quality and appearance with those of the majority of the front entrance manufactured homes located in the Community. Awnings and skirting must be installed within thirty (30) days after move-in. All steps and decks must be approved by Community Owner prior to installation. Approved steps and decks must be installed within thirty (30) days after move-in. Landscaping must be approved in writing by Community Owner prior to installation and must be installed within thirty (30) days after move-in. Hitches must be removed by the tenant immediately following move-in.
7. Insuring the Manufactured Home: Insuring the manufactured home is the tenant's responsibility, including obtaining fire department response insurance in unincorporated areas.
8. Disclosures: In accordance with A.R.S. 33-1432, the landlord makes the following disclosures.
 - A. The name and address of the Community Manager is:

MHC Property Management, L.P.
8865 E Baseline Road
Mesa, AZ 85209
Attn: Community Manager
 - B. The name and address of the Community Owner is:

MHC Monte Vista, L.L.C. and MHC Monte Vista Two, L.L.C. .
c/o Equity LifeStyle Properties, Inc.
Two North Riverside Plaza, Suite 800
Chicago, Illinois 60606
Attn: Legal Dept.
 - C. The name and address of the person authorized to receive service of process and for the purpose of receiving and providing receipts for notices and demands is:

CT Corporation
3800 N. Central Avenue, Suite 460,
Phoenix, AZ, 85012

6-18-18

