

**COYOTE RANCH MANUFACTURED HOME PARK
RULES AND REGULATIONS
EFFECTIVE DECEMBER 1, 2017
9351 EAST 28TH STREET, YUMA, AZ 85365**

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Coyote Ranch Manufactured Home Park is a community developed for the purpose of creating a lifestyle for persons' age fifty-five plus (55+) and older.

These Rules and Regulations have been established to promote the general welfare, convenience and enjoyment of the tenants of Coyote Ranch Manufactured Home Park. They shall become effective December 1, 2017. These Rules and Regulations shall remain in effect until amended pursuant to the provisions of ARS 33-1452. Residents will be given 30 days' notice of any changes/amendments to these Rules and Regulations.

For the purposes of these Rules and Regulations the following definition of terms will apply.

- "Community" is defined as Coyote Ranch Manufactured Home Park clubhouse, home sites, and other amenities within the community.
- "Community documents" is defined as the Rules and Regulations, Statement of Policy, Rental Agreement and other documents issued by Management and or the property Owner.
- "Guest" is defined as someone whom a resident has invited to be in the park. The guest may or may not be staying overnight with the resident.
- "Home" is defined as the tenant's manufactured home.
- "Home site" is defined as the lot/space where the resident's home is located.
- "Management" is defined as the personnel who the owner has hired to provide the oversight, direction, and management of daily duties required to ensure a safe and welcoming community.
- "On Line Bill Pay" is defined as using the on-line bill pay systems from banks to pay the resident's rent and other charges.
- "Pet" is defined as a dog, cat, bird, or anything that is not a living human being.
- "Resident" is defined as:
 - an individual that is 55+ years of age or,
 - an individual who meets the terms of the requirements of residency or,
 - an individual who purchases a home and,
 - an individual who signs a Rental Agreement with Coyote Ranch Manufactured Home Park.
 - "Vehicle" is defined as a thing used for transportation.

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1. REQUIREMENTS OF RESIDENCY

- a. At least one permanent resident at each home must be at least age 55+ and all additional residents or occupants must be at least 50 years of age. The community may, in its sole discretion, make certain age exceptions to the extent permitted by law.
- b. Manufactured homes must be for residential use only. Manufactured homes can be subleased with management's approval and providing renter meets the requirements of residency.
- c. All potential residents or occupants must complete the Tenant Application, and be approved (including credit verification and criminal background check) prior to taking occupancy of the manufactured home. If residents or occupants move in without being approved, management reserves the right to require the resident or occupant to leave.
- d. Residents agree not to use or allow the use of the premises or manufactured home or home site in any manner that will increase the risk or rate of insurance or cause cancellation of any insurance policy covering the community.
- e. Residents agrees, at all times, to ensure that their home site conforms with all applicable laws, ordinances and rules, including those contained in the Community Documents. To the fullest extent permitted by law, Residents are responsible for compliance with the Rules and Regulations by all persons residing at their home site as well as their Guests. The Rules and Regulations are incorporated by this reference into the Rental Agreement and any violation or default under the Rules and Regulations shall be deemed a violation of the Rental Agreement.
- f. Tenancy depends on adherence to the **Rules of Conduct**. To the fullest extent permitted by law, Resident's tenancy may be immediately terminated if the Resident or Guest engage in:
 - Any unlawful conduct
 - Violation of any applicable crime prevention guidelines that may be adopted
 - Any conduct that jeopardizes or poses a potential threat to the health, safety, or welfare of other persons in the Community, to Management or the property of others, including but not limited to:
 - Threatening or intimidating, physical or verbal harassment
 - Assault
 - Unlawful discharge of a firearm
 - Imminent or actual serious property damage
 - Arson
 - Drug related criminal activity, including, but not limited to:
 - Illegal manufacture of drugs,

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- Sale,
- Use of, or distribution of a controlled substance.

A single violation may be deemed a serious and irreparable breach.

g. Resident shall provide Management with a current copy of the registration and/or title or other sufficient documentation/evidence of ownership satisfactory to Management, which indicates the legal owner, any lien holder(s) and serial or identification number(s) to Resident's manufactured home. If requested, Resident shall provide current information on the foregoing.

h. Resident will be responsible for the cost of any damage, replacement or repair of park property and facilities caused by carelessness, negligence or intentional misuse by the Resident, Resident's occupants and Guests.

i. Criminal Conviction: Resident will inform Management, in writing, within ten (10) days if Resident or any other occupant of home site is convicted of a crime. Failure to do so is a material breach of the Rental Agreement.

1. MANAGEMENT

The community office is open during normal business hours. Normal business hours do not include weekends or federal holidays. Specific hours/times are posted at the office. The phone number for after-hours is (928) 345-3573. Non-emergency rental and community business is conducted during normal office hours.

Modifications: Management reserves the right to revise, add, delete or otherwise modify these Rules and Regulations as necessary to advance the best interests of the Community and Management. To the extent of any conflict between the terms of these Rules and Regulations, the Rental Agreement, and the Statement of Policy, the Rules and Regulations shall control.

Use of Facilities: Management has the right to regulate the use of the Community facilities in a manner that it deems to be in the best interest of the Community as a whole, and to refuse use of these facilities to any person.

Enforcement of Rules and Regulations: Management will make reasonable efforts to enforce the Rules and Regulations of tenancy equally and promptly. However, Resident agrees that the enforcement is a private matter between Management and the affected Resident. Enforcement, or lack thereof, will not result in any damage or claim by any Resident against Management, or constitute a waiver of Management's right to enforce the Rules and Regulations.

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No Waiver: Management's waiver, inability or failure in one or more instances to insist upon strict compliance with the terms, conditions or provisions of these Rules and Regulations shall not be construed as a waiver or relinquishment of any rights to fully enforce the Rules and Regulations. Nothing contained herein shall be construed as waiving any of Management's or Resident's rights under the laws of the State of Arizona. Termination of Tenancy and/or repossession of the manufactured home by Management shall not constitute a waiver of any unpaid rent, utilities, claims or damages due to Management.

2. GENERAL

- a. These Rules and Regulations are incorporated by reference into the Rental Agreement. Failure of a resident or their guest or visitor to comply with these Rules and Regulations shall constitute a breach of the Rental Agreement.
- b. Residents and guests may use the Community facilities **ONLY** if they comply with these guidelines and the other provisions of the Rental Agreement.
- c. Management is authorized to issue written notices on behalf of the community owner. Management, or any mobile or manufactured home sales representatives are not authorized to accept cash payments on behalf of the community owner or to modify (verbally or in writing) the terms and conditions contained in the Rental Agreement, the Rules and Regulations or any of the Community Documents without the owner's permission. Any such actions, representations or transactions made contrary to the foregoing are not binding on the community owner.
- d. Coyote Ranch Manufactured Home Park's failure in one or more instances to insist upon strict compliance with these Rules and Regulations shall not be construed as a waiver or relinquishment of any rights that Coyote Ranch Manufactured Home Park has to enforce these Rules and Regulations.
- e. Management and the Owner reserve the right to revise, add, delete or otherwise modify these Rules and Regulations from time to time as necessary, to advance the best interests of the community and its residents. Notice of any changes shall be issued in advance, with a 30-day notice.
- f. To the extent that specific insurance is not already required under the Rental Agreement, it is strongly recommended the residents purchase insurance for losses caused by fire, theft, accident or otherwise. The community ownership and management expressly disclaims any liability or responsibility for such losses unless otherwise imposed upon them by law.
- g. Violation of any federal, state or local statutes, ordinances or regulations may lead to termination of tenancy or the Rental Agreement.

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- h.** Residents are responsible for damages caused by them, their guest, visitors and their pets.
- i.** Firearms are prohibited in common areas and may not be publicly displayed within the community.

3. BUSINESS ENTERPRISE: No business for illegal activity is allowed, nor is a business which impacts the Community with excessive travel, mail, signage, noise, damage or wear to park facilities.

Advertising signs related to the business are not permitted. All business must be conducted during normal business hours. Management reserves the right to approve Community Auctions, and Moving or Garage Sales.

4. ACCESSIBILITY FOR DISABLED PERSONS: The park is committed to providing an accessible physical environment for all residents. The park will make reasonable accommodations to the rules, restrictions and community facilities to assure that individuals with disabilities can fully enjoy their residency, and to provide all facilities and services on the same basis to disabled individuals as non-disabled persons. Residents who feel that such an accommodation is necessary should contact the park manager.

4. SIGNS: Residents shall not place or maintain on their home site or common areas any signs, banners, advertisements, etc., except such signs as may be required by legal proceedings, court orders, or as approved by management in writing. Management reserves the right to require removal of non-complying signs.

Signs posted throughout the Community are deemed part of these Rules and Regulations and are incorporated herein by reference.

- a.** “For Sale” or “For Rent” sign exception: each home is permitted to place one (1) “For Sale” or one (1) “For Rent” sign on the property. Any such sign must be of professional quality, maintained in excellent condition, and not create blight or nuisance. No other advertisements shall be permitted on home site without management written approval.
- b.** “Security Sign” exception: each home is permitted to have one (1) “neighbor watch” or similar sign and no more than one (1) additional security sign not exceeding 8 1/2” by 11” in size. All signs must be professional quality, properly maintained and must not create blight or nuisance.

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5. HOMES FOR SALE OR RENT: Residents wishing to sell or rent their units are to provide appropriate sales/rent information to the community office. As a courtesy that information will be available to prospective buyers or renters.

6. COMMENT, CONCERN, COMPLAINTS OR COMPLIMENT

To ensure prompt attention to all inquiries, complaints, requests or items of concern, all such matters must be in writing and signed by the Resident. Documents are to be submitted to the Resident Committee or Management during office hours (except in the event of an emergency).

- a. Anonymous complaints or concerns made by or on behalf of third parties will not be recognized or considered. Documents without a signature will not be recognized.
- b. Any complaints that result in court action, the complaint shall serve as the resident's agreement to participate in prosecuting the complaint and to cooperate and testify in court if requested by management. The filing of an unjustifiable or harassing complaint, or the refusal to cooperate or participate in prosecution of the complaint, or to testify in court may be considered a material violation of the terms of tenancy and the Rental Agreement.

8. GUESTS: Guests, visitors, and other invitees (collectively, "guests") are welcome within the community provided that the Resident accepts responsibility for their behavior and informs them they must observe the Rules and Regulations of the community.

- Resident's must inform Management of any guest or visitor who will be using community facilities, as well as guests who will be present for more than two (2) weeks in an calendar month.
- Skateboarding and riding bicycles on the clubhouse sidewalk, playing ball in the streets, and loitering are not permitted.

The Owner and Management are not responsible for any injuries that may happen or occur, or related expenses when guests are in the community using any of the community facilities.

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9. RENT PAYMENTS:

Management makes every effort to have the rent statement in your mailbox by the first (1st) of every month.

- Per the lease document, rent payments, which include water, septic and trash charges) are due and payable on the first day of each month. (The only exception to this rule is if the Rental Agreement states a different due date.)
- If the **total** rent payment due and showing on the rent statement is not received in the office by close of business on the tenth (10th) day of every month, a \$25.00 late fee will be assessed.
- It is the resident's responsibility to ensure rent payments, including "on-line bill payments" are received by the 10th of the month.
- Management cannot accept cash as a form of payment. Payment must be made in either the form of a personal check, cashier's check, money order or on-line bill payment.
- Payments must be paid payable to Pioneer Pines.

10. SUBLEASING:

Residents shall not assign tenancy or sublease their home sites without approval from management.

- The resident will be allowed to sublease as follows:
 - During any given time of the year
 - Month to month subleasing is allowed
- The applicant for the sublease must be approved by management. Applicant must meet the following criteria:
 - Applicant or at least one person in the home must be at least 55 years of age.
 - Applicant must complete tenant application.
 - Applicant must meet the same qualifications as a permanent resident.
- The applicant will be able to attend all community functions and use the amenities as any other resident.
- The resident is responsible for obtaining the sublease and making arrangements with the management office.
- The resident will pay the regular rent and other charges with check or money order made payable to Pioneer Pines and collect any monies owed from the renter.
- All issues or concerns with the renter will be handled by management via the resident.

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- The resident will provide proof of insurance in case of damage to adjoining property by the sublease.

The Owner and Management are not responsible for any injuries that may happen or occur, or related expenses when renters are in the community using any of the community facilities.

11. QUIET HOURS AND USE OF PREMISES

- Quiet hours are from 10:00 p.m. until 7:00 a.m., during which time residents and guests must ensure that all sources of sounding including, but not limited to, voices, audio-visual equipment, musical instruments, etc., shall not create a disturbance for other residents.
- Loud parties, disturbing noises of any nature, or other conduct unreasonably annoying to other residents in the community are not permitted at any time.
- Interference with or harassment of management, residents or other guests, disturbances of the peace and quiet, or willful or careless destruction of, or injury to property in the community is a violation of these Rules and Regulations.
- Trespassing on or through other home sites is not permitted.
- Solicitors, vendors, peddlers, etc., are not permitted in the community. If any resident should observe a solicitor, he/she should ask them to leave the park.
- Carport sales conducted by residents are permitted to dispose of a resident's personal property on a non-commercial basis. Residents must have prior approval from management. Management reserves the right to prohibit or limit the quantity of carport sales in the community.

12. TRASH, GARBAGE AND CHEMICALS DISPOSAL

Residents are responsible for disposing from the home site all rubbish, garbage and waste in a clean, safe and timely manner.

- All garbage and refuse must be placed in sealed plastic bags and deposited in the "trash" dumpsters. **DO NOT place garbage and refuse in the "recycle" dumpster.**
- All recyclable materials must be placed in the "recycle" dumpster. All large boxes and containers must be flattened before placing them in the dumpster.
- Dumpster lids are to be closed when you are done.
- Oils, fluids, chemicals or any other toxic or environmentally sensitive items may not be disposed of in the community. These items must be disposed of in a proper manner and in

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accordance with applicable environment laws. All such substances are prohibited in the community's dumpsters and refuse containers.

- NOTE: many automotive part stores and service centers will accept motor oils and other fluids for disposal. City of Yuma has hazardous waste disposal at 265 W. 13th street, on Saturdays from 8:00 a.m. to 12:00 p.m.
- Outside garbage cans on individual home sites are permitted **only** in the back side of each home site, providing they are covered, secured, and do not create a nuisance. No home pickup is available.
- For health and safety reasons, at no time will garbage, rubbish or waste be allowed to sit on patios, carports or around the home site.
- For health and safety reasons, all persons are prohibited from sorting through or climbing into dumpsters and refuse containers.
- Residents shall not engage in any practices that would place Coyote Ranch Manufactured Home Park in a breach or violation of its contract with the waste removal provider, or which cause Coyote Ranch Manufactured Home Park to be in violation of any law. If you have any questions regarding any particular items to be disposed, please speak with management.

13. UTILITY SERVICES AND LINE/SEPTIC SYSTEM

- The community contains extensive underground utility lines and equipment. All work on utility lines or connections must be performed by the respective utility providers.
- Community services, such as electricity, gas, or cable TV are connected to each home site. Water and septic are connected to the hook up point. Up to that point, such services are maintained by Coyote Ranch or the applicable utility provider. From the connection point to and throughout the home, the resident is responsible for the maintenance, repair and replacement of utility lines and connections. All utility connections from the home to community outlets/connections must be made by licensed contractors and paid for by the resident.
- Since the septic system has a limited capacity, Residents shall not run unreasonable or unnecessary quantities of water into the system.
- Community services, such as electricity, gas, or cable TV are connected to each home site. Water and septic are connected to the point of delivery. Up to that point, such services are maintained by Coyote Ranch Manufactured Home Park or the applicable utility provider. From the point of delivery to and throughout the home, the Resident is responsible for the maintenance, repair and replacement of utility lines and connections.

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All utility connections from the home to community outlets/connections must be made by licensed contractors and paid for by the resident.

- Residents are not allowed to alter, tamper with, or repair any park electric, water, sewer, television or telephone facilities, service connections or equipment. Any such tampering may be justification for the issuance of a violation or termination notice, depending on the circumstances.
- Homes must be installed and hooked up to utilities by properly licensed persons and in accordance with applicable codes. Copper tubing must be used for water hook ups. Sewer connections must be rigid and threaded into the applicable outlet.
- In case of emergency, management reserves the right to disconnect such utilities or make any repairs if so deemed necessary. When possible, advance notice will be provided.

14. PETS AND SERVICE ANIMALS

Management approval must be obtained to keep a pet in the Community. All pets must be registered with management. Management reserves the right to restrict the type of pets in the Community. Regrettably, pure-or-mixed breed dogs of the following blood lines are NOT permitted: Pit-bull, Rottweiler, Doberman, Chow and Wolf hybrids.

- Only domestic dogs and cats will be allowed, with the exception of permanently caged pets such as tropical birds and fish, etc., that do not leave the confines of the manufactured home. Reptiles ie; snakes, lizards, etc are not allowed in the park as pets.
- Pets shall be kept on Residents' home sites at all times except when being exercised during a walk, at which time the pet shall be on a leash. **At no time shall a pet of any kind be left out doors unattended.** Unattended animals, those not on a lease and those without proper identification may be considered stray, **captured in approved animal traps** and turned over to the animal enforcement authorities. Pets are strictly prohibited from being in the clubhouse, pool or spa area. This does not apply to legitimate assistance animals.
- Residents are responsible for their pets at all times and shall not allow their pets to disturb other Residents or Guests. Residents are responsible for any damages caused by their pets. Failure to comply may result in loss of right to have pets at the home site. **Each resident must immediately clean up and dispose of their pet's droppings in all areas except the desert.**
- Animals cannot be vicious, dangerous, or create a nuisance that interferes with the peaceful use or enjoyment of the premises by others.

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- The Owner and Management are not responsible for any pets or injuries that may happen or occur, or related expenses for residents or guests as a result of issues related to **“Pets and Service Animals”**.
- Dogs and cats must be licensed with the applicable government authority and must wear identification tags at all times.
- A “Victim” of an animal bit must immediately report the incident to Management. A pet that bites or who displays vicious propensities will be immediately removed from the Community.
- Pets shall not be:
 - Tied or chained outdoors
 - Left in the Resident’s yard or on the patio while Resident is inside or away from the home site
 - Left unattended
 - Allowed in the clubhouse
 - On other home sites without the other Resident’s consent
 - On a hand leash no longer than eight (8) feet in length when outside the home. All pets must maintain current rabies and other inoculations. Female dogs and cats must be spayed and male dogs and cats neutered.

15. SERVICE ANIMALS

- The community does not discriminate against persons with disabilities or impairments. This policy applies to service animals that would otherwise not meet the animal restrictions as stated in the Rules and Regulations. The remaining animal restrictions contained in the Rules and Regulations continue to apply.
- The designated animal must be sufficiently conditioned to eliminate risks to the public. Animals that are used solely as guard or protection animals are not permitted.
- Residents will be required to provide management with documentation from a medical professional stating the need for the service animal.
- If a Resident’s impairment appears to have ceased or if the animal no longer appears to be rendering the designated assistance, Management may request that Resident provide the following:
 - A renewed written statement from a qualified healthcare provider confirming that the Resident’s impairment continues to exist and/or,
 - Confirmation of the type of assistance that can be provided by a trained animal and/or
 - Confirmation of the animal’s ability to render the designated services.

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- Management reserves the right to make further special or reasonable accommodations based on the needs of residents with disabilities and impairments.
- Service Animals **are** allowed in the clubhouse, pool area and office area. **For health and safety reasons service animals are not allowed in the pool.**

Service animals are subject to the same terms and conditions as stated under Section 14, except for exemptions by Law for persons with disability or impairment.

15. TRAFFIC, DRIVING AND COMMUNITY PARKING

The vehicle speed limit in the community is 10 miles per hour.

- The speed limit is posted and applies to all vehicles, including golf carts. Non-experienced drivers are **not allowed** to drive golf carts by themselves.
- Vehicles must yield right-of-way to pedestrians and bicyclists at all times.
- Noisy, non-operative vehicles and those leaking oil or fluids are **not** permitted in the community and are **not** allowed to be stored on the property.
- Residents are responsible for informing their Guests of applicable vehicle and parking rules.
- Motorcycles and motor scooters (i.e., mopeds) must have mufflers (or other necessary sound deadening equipment) to assure that they run quietly within the community. These vehicles must conform to the Rules and Regulations the same as any other vehicle in the community.
- Vehicles must be operated in a safe, courteous and cautious manner at all times.
- Pedestrians, golf carts and bicycles have the right of way.

PARKING:

- Each home site is generally designed to accommodate two (2) vehicles. However, certain home sites may accommodate three (3) vehicles.
- At no time shall vehicles be parked at a home site if any portion of the vehicle extends into the street. Recreational vehicles (RV) may be parked at a home site if sufficient room exists and if permitted by law.
- Commercial vehicles may not be parked overnight.
- Parking on other home sites is not allowed unless permission is received from the resident of the home site.

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- Guest RV overnight parking in the street is not allowed. Residents and/or guests are not to occupy any RV parked in the Community.
- Residents must park their vehicles in their carports/lots except when loading, unloading, or to permit cleaning of carport area. Parking **is not** permitted on the streets or common areas, landscapes areas, or vacant lot without prior and current management approval. No driveway may be blocked at any time.
- Recreational vehicles may be temporarily parked on the street in front of a resident's home for the purposes of loading and unloading only, for a period not longer than 48 hours, and may not obstruct traffic.
- Slide outs, steps, and awnings must be retracted except for short periods of time. At dusk all slide outs, steps and awnings must be retracted.
- Inoperable vehicles are not allowed in the park or on any home site.

DO NOT OBSTRUCT A FIRE HYDRANT!!

16. RECREATIONAL/COMMON AREAS:

- Management reserves the right to regulate the use of the common area facilities. All recreational and common areas are for the use and enjoyment of residents and their registered guests.
- **Smoking (including vaping) of any kind is prohibited in the following areas:**
- **Inside the clubhouse**
- **Within 25 feet of the clubhouse, pool and spa area**

Appropriate attire, including, but not limited to, shoes and shirts, are required in the clubhouse area. Swimming attire is not allowed in the clubhouse without shoes and proper cover up. **Wet swimming attire is not allowed inside the clubhouse at any time.**

CLUBHOUSE RULES:

- Group and committee meetings must be scheduled with the Activities Committee or Director.
- Private parties are allowed in the clubhouse and must be scheduled with the Activities Committee or Director. Resident who reserves the clubhouse must be present at the occasion at all times.
- Resident is responsible for ensuring all areas used are left clean and in an orderly condition.

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- Grills are available for resident's use, but **cannot** be used in the pool area.
- Equipment cannot be borrowed from the clubhouse without prior approval from the Activities Committee. Equipment must be returned promptly, or on agreed date for return. **Damaged equipment will be either repaired or replaced at the borrower's expense.**
- The men and women's showers are available for residents and guests to use when using the pool and spa. The showers are not meant to replace the bathroom/shower facilities that are in individual homes and shall not be used for such purpose.

17. COURTS: SHUFFLEBOARD AND PICKLE BALL

- These courts are available for exclusive use of the residents. Guests **MUST** be accompanied by the resident or registered adult when using these amenities.
 - "Out of Park" people/guests are not allowed to use any of the amenities without a resident being present. "Out of park" people/guests are required to follow our rules and use the designated parking that is available. All people play on this court at their own risk. Coyote Ranch Manufactured Home Park and Management are not responsible for injuries or expenses residents or guests may incur while using these facilities.

18. BILLIARDS FACILITIES:

- The billiard facilities shall be used only by residents and their guests.
- Guests must be accompanied by their host resident.
- The facilities must be left in good condition, with all equipment returned to its proper location.
- Please rack balls and brush table after using.
- Resident is responsible for any damages to the billiard tables or equipment.
- Sitting on tables is not permitted.
- Being intoxicated is not permitted in the billiard room. Do not place any drinks or liquids on billiard tables.
- Proper attire is required, including, but not limited to shoes and shirts. Swimwear and wet clothing are not permitted in the billiard room.

19. SWIMMING/SPA FACILITIES:

The pool and spa are open daily, for the exclusive use of Coyote Ranch Manufactured Home Park residents and their guests. **Anyone who is not an experienced swimmer should be**

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accompanied by the resident when using the pool and spa. Coyote Ranch Manufactured Home Park and Management are not responsible for injuries or expenses residents or guests may incur while using these facilities.

THERE IS NO LIFEGUARD ON DUTY!! NO diving, jumping, running, loud noises, disruptive or dangerous conduct is permitted at any time. **DO NOT swim alone. If you choose to swim alone it is at your own risk.**

- Please observe all posted signs in the pool and spa areas.
- Management reserves the right to restrict the number of residents/guests in the pool and spa area to prevent unsafe or overcrowded conditions.
- All persons using the pool or spa are required to take a cleansing shower before entering the pool or spa. Anyone using suntan oils, lotions or other ointments must take a cleansing shower before re-entering the pool or spa. (A cleansing shower is required after use of any oils because the oils can cause problems with the filtration system.)
- Individuals who are incontinent must have swimming diapers on.
- Only waterproof skin lotions are to be used.
- Glass or other breakable containers or items are prohibited in and around the pool or spa areas.
- Persons under the influence of alcohol or other illegal drugs are not allowed in the pool area.
- Only battery-operated radios or other music devices are allowed in the pool area. Management approval is required if special events will be held at the pool.
- Soft type recreational objects and/or floating devices may be used in a safe, considerate and lawful manner.
- Towels must be placed over the pool side furniture when using suntan oils, creams, lotions, etc.
- Per state law and for health reasons, no one is allowed to use the pool or spa with open wounds. If you have a scratch or cut of any kind that is bleeding while in the pool you must immediately remove yourself from the pool or spa.
- The spa is very warm, normally in excess of 102 degrees. Residents and guests should not use the spa alone. Residents and guests should exit the spa immediately if they should feel uncomfortable, overheated, dizzy or upon feeling any abnormal condition or effect.
- No pets are allowed in the pool.

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20. MAIL:

- Coyote Ranch Manufactured Home Park has its own mail distribution facility for the convenience of the residents who live in the community. Management handles the mail and all decisions regarding the mail.
- Resident mailboxes are located in the mailroom. Residents pick up their mail and packages in the mailroom.
- Mail is delivered Monday thru Friday. Time of mail delivery varies greatly and is dependent on when the mailman delivers the mail to Coyote Ranch Manufactured Home Park.
- Management and volunteers cannot give you mail when the mail bays are open or the door is locked.
- Residents can forward and stop forwarding mail from your address at another location to Coyote Ranch Manufactured Home Park through your local post office.
- Residents **CAN NOT** forward mail from Coyote Ranch Manufactured Home Park to your address at another location through the post office. Any mail received here at Coyote Ranch Manufactured Home Park must be forwarded from the management office here at Coyote Ranch Manufactured Home Park.
- First class mail is the only mail that will be forwarded. Magazines will be held for you while you are gone on extended vacations. Other third-class mail will be discarded.
- Please notify management when you are leaving for the season. If residents **DO NOT** notify management in writing when you are leaving your first-class mail will not be forwarded.
 - Forwarding labels can be purchased from the office for \$1.00 per page. Residents can also provide their own forwarding labels.

21. MANUFACTURED HOMES, PATIO, CARPORTS, LANDSCAPING AND STORAGE SHEDS

All specifications and requirements regarding these topics are as follows.

MANUFACTURED HOMES:

1. GENERAL:

- a) Single section manufactured homes are not permitted without the written permission of the Park Owners at Owner's sole discretion.

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- b) The size of the homes permitted on individual home sites is dependent upon the size of the home site. Generally, homes must not be less than 24x40 feet in size.
 - i. The size limits for a particular home site will be communicated to prospective resident upon selection of a potential home site.
- c) All manufactured homes must be ground level or pit set. Above ground level installations are not permitted. Homes must be approved by management. Management's approval of an installation is not a warranty that the home is legally or properly installed.
- d) Metal roofs, (except on awnings) and metal sidings are not permitted. The color of homes brought into the Community must be preapproved by Management. Management approval of colors is required before repainting the home.
- e) Only factory-type accessories, equipment and structures that are similar in design and compatible in color to the home are permitted.
- f) A manufactured home either purchased or acquired in the Community or brought into the Community must meet the set-up requirements within thirty (30) days after entry or purchase date.
- g) Hitches must be removed after the home is set.
- h) Air conditioning units are not allowed in any window or through the side of the home. Central air conditioning units must be placed behind homes on approved foundations.
- i) Coyote Ranch Manufactured Home Park may permit, at its own discretion, model homes or resale homes to be placed on a home site in the Community.
- j) Any manufactured home that is moved into the park must be new unless the park specifically consents in an individual instance that a manufactured home other than a new one may be moved into the park.
- k) The landlord may impose greater restrictions in some portions of the park than in other portions. The foregoing applies to the entire park, but certain portions may be more restrictive than others.

2. PATIO, CARPORTS, AND AWNINGS

- a) Screened in patios are allowed with Management's approval and all required plans, permits and approvals from the County or State.
- b) Patios and carports are to be used for resident's personal use. Lawn furniture, bicycles, barbecues and golf carts are the only items permitted to be stored outside on a patio at the manufactured home site. Built in barbecue grills, cabinets, etc are permitted with managements prior approval. Other items need to be stored in the shed so the area is properly maintained so as not detract from the home site and the Community.
- c) All manufactured home sites are required to have a carport.

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4. LANDSCAPING:

Residents must maintain their home sites in a clean, safe, orderly and attractive fashion. This includes the front, side and rear yards. Residents must care and maintain all plants, trees, and shrubs. Prior to digging residents must see the management office for plans as there are extensive underground utility lines under these homes.

- a) Desert landscaping is recommended.
- b) Decorative fences are permitted to enclose the back yards of home sites. Generally, fences may not exceed four (4) feet in height and cannot be chain link or wood.
 - a. Requests to add, increase, decrease or remove any decorative fences require permission from all adjoining neighbors and management. If any changes are made without the prior approval of adjoining neighbors and management, the changes may be required to be removed. In addition, if the completed work is not satisfactory to all parties involved, management will make the final decision regarding the need for acceptance or repairs at the contractors cost.
- c) All trees, shrubs and bushes must be trimmed in a manner which maintains an attractive vision when exiting their driveway.
- d) No planting or digging of any kind is allowed without permission from Management as this Community contains extensive underground facilities that may be dangerous if damaged.

5. STORAGE SHEDS:

Residents are allowed up to two (2) storage sheds (space permitting) on manufactured home site. Each shed can be up to 200 square feet, space permitting. The sheds must meet the following requirements:

- a) Square footage for each shed cannot be greater than two hundred (200) square feet.
- b) Sheds must be placed at the rear or side of the home site.
- c) Shed must be constructed of wood materials and painted to match the manufactured home. (Metal or rubberized sheds are not allowed)
- d) Height of the shed cannot be higher than the highest point of the manufactured home.
- e) Sheds shall compliment the color and materials of the manufactured home.

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- f) Shed must be at least six (6) feet from the neighbors nearest structure. (Structure is defined as a shed, carport cover etc. Structure does not include the brick fence between the properties.)
- g) Shed cannot block any windows or doors.
- h) Management approval is required prior to building or installing a shed.
- i) Resident is responsible for obtaining any of the necessary or required county permits.

22. MAINTENANCE AND APPEARANCE

Each resident shall maintain their home site, home and all improvements in order to reflect a clean, attractive and well-kept appearance.

- a) Home site must be kept clean and free of debris at all times.
- b) Resident is responsible for keeping the streets in front of their home site clean and free of debris and rocks. Resident is responsible for ensuring gutters are clean and free of debris to ensure proper drainage.
- c) Home wiring and plumbing must comply with local and state requirements.
- d) Concrete surfaces shall be kept clean and maintained free of oil, grease or other sticky substances.
- e) Combustible, explosive or other volatile items shall be stored in safe and approved containers. This pertains mainly to gas used for ATV's, golf carts, and BBQ propane tanks.
- f) Clotheslines are acceptable so long as they are in the rear of home site and are used mainly for drying of pool items. A retractable line is preferred.
- g) The resident is responsible to care for and make any necessary arrangements for the maintenance of their manufactured home and home site prior to leaving for extended periods of time. The resident is responsible for notifying management of these arrangements.
- h) Should home site be in need of care, as determined by management, resident will be sent notice to such effect and be given fourteen (14) days to remedy the situation. After such time management may, at its discretion, have the necessary work performed and resident will be charged for the cost of such work.

23. REQUIRED IMPROVEMENTS

As a condition of tenancy, all tenants must make such improvements to their space as are necessary to enable their manufactured home to be set up in a manner to be occupied, to

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comply with all applicable codes and ordinances, and so that it is compatible in appearance with other manufactured homes in that portion of the park in which their home is located. The landlord does impose requirements with respect to awnings, carport and patio covers, cabanas, storage sheds, flagpoles, antennae, and other appurtenances which are specifically set forth in the park Rules and Regulations.

24. PERMANENT IMPROVEMENTS

As a condition of tenancy, new tenants moving manufactured homes onto a vacant space in the park must make certain improvements to that space and must thereafter maintain these permanent improvements. The permanent improvements cannot be removed at the expiration or termination of tenancy but must be left on the space at that time in good condition less normal wear and tear. The following estimates for permanent improvements are merely the park's best guess at the time this document was prepared as to what each required improvement may cost. Tenant, by entering into a rental agreement with landlord assumes the risk that the actual cost of making such permanent improvements will be greater than these estimates.

IT IS STRONGLY RECOMMENDED THAT PROSPECTIVE TENANTS INDEPENDENTLY INVESTIGATE THE COSTS OF ALL REQUIRED PERMANENT IMPROVEMENTS AND OBTAIN THEIR OWN BIDS AND ESTIMATES BEFORE ENTERING INTO ANY RENTAL AGREEMENT.

<u>DESCRIPTION OF REQUIRED IMPROVEMENT</u>	<u>ESTIMATED COST</u>
DESERT LANDSCAPING	\$3000.00
CONCRETE DRIVEWAY	\$5.00 SQUARE FOOT
PATIO	\$5.00 SQUARE FOOT

25. SALE OR TRANSFER OF HOMES

Sale of home in place:

- a) If resident desires to sell their home in place, the parties must first:
- b) Notify management in writing
- c) The prospective buyer must apply and be approved for tenancy

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- d) Both the seller and prospective buyer must obtain confirmation from management prior to the sale of the home, confirming that the prospective buyer has been approved for tenancy
- e) Upon the sale, transfer or change of ownership of a home site, Management reserves the right, in its sole discretion, to require that a home be removed from the Community within sixth (60) days after the sale or transfer, if the home:
 - f) Is not compatible with the other homes in the Community,
 - g) Does not meet the Community's policy, in existence at that time, of preserving or upgrading the Community,
 - h) Has not had improvements required by Management performed or,
 - i) The home, owner or transferee has not satisfied all the other conditions under these Rules and Regulations pertaining to the sale or transfer of homes.
 - j) The sale or transfer of a home in the Community in violation of these Rules and Regulations shall be deemed a material breach and will require that the home be removed.
- k) Removal or required improvements upon sale or transfer of ownership:
 - a. Prior to the sale, transfer or change of ownership of any home in Coyote Ranch Manufactured Home Park, and if the prospective homeowner desires for the home to remain in Coyote Ranch Manufactured Home Park, management may require that certain repairs, remodeling, reconstruction or improvements be performed to the home or home site including but not limited to:
 - i. The improvements required by the Rules and Regulations, Statement of Policy and Rental Agreement in existence at the time of transaction.
 - l) Bringing the home exterior and interior up to current state, local or federal fire safety, building, housing and HUD standards in effect at the time of the transaction.
 - m) Bringing the home up to community standards in effect at the time of the transaction in order to preserve and/or upgrade the appearance, safety and quality of the home or home site.
 - n) The resident or buyer can remove the home from the park as provided in AZ33-1485.01. The resident must provide the park with a "Notice of Removal of Manufactured Home" from the park not less than thirty (30) days prior to moveout. A Notice Form is available from the management office. If any money is owed to the Owner, approval to remove the home will not be granted until all money owed is paid in full.
 - o) Resident must designate a person or entity that will be responsible for the move-out. If the responsible party is not licensed as a contractor by the Registrar of Contractors or Department of Fire, Building and Life Safety, a move-out deposit or surety bond of \$1,000 may be asked to be posted to cover damages or expenses incurred by the park after removal.

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- p) When the home is removed, all necessary structures, such as sheds, awnings, carports, Arizona rooms and the like must also be removed unless agreed in writing.
- q) The space **must** be left clean, free of trash, building materials and construction debris, including all concrete broken up by the removal of the home.
- r) All holes and depressions must be filled in, within fifteen (15) days of removal of the home. The space must be graded, leveled, and approximately the same level as the adjoining lots. Broken concrete cannot be used as a filler for the hole created by removing the home. If fill dirt is necessary, the resident is responsible for supplying clean fill dirt and is responsible for paying for the expense of said fill dirt.
- s) Resident or lien holder is responsible for any and all expenses, including any legal fees that may incur related to moving the home out of the park.

26. REMOVAL OF NON-CONFORMING HOMES

Coyote Ranch Manufactured Home Park reserves the right to require that the home be removed within ninety (90) days if the home does not meet the community Rules and Regulations or Statement of Policy.

27. SEVERABILITY

The community strives to make all of its Rules and Regulations in compliance with the law. However, should any part of the Rules and Regulations be determined by court action to be illegal or otherwise unenforceable, the remainder of the rules shall remain in full force and effect.

28. ON-SITE MANAGER/MANAGEMENT

Coyote Ranch Manufactured Home Park management will exercise fairness and justice in carrying out their responsibilities to residents. Their actions with regard to requests, responses to complaints, etc. are predicated upon maintaining a safe and harmonious environment throughout the community. Should a situation arise in which resident wishes to appeal a decision of management, contact:

Coyote Ranch Manufactured Home Park c/o NSHE Loma, LLC
5703 McHenry Avenue
Modesto, CA 95365

Current contact and email address will be posted in the office or clubhouse.

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29. INFORMATION/EMERGENCY PHONE NUMBERS

If an emergency develops, or if suspect of an emergency situation, immediately call 911 first. If additional assistance is needed contact management at (928) 345-3573.

For any additional information not covered in this document, please contact the management office.