

**COYOTE RANCH RULES AND REGULATIONS
EFFECTIVE DECEMBER 1, 2019**

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Coyote Ranch 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 residents of Coyote Ranch. They shall become effective December 1, 2019. These Rules and Regulations shall remain in effect until amended pursuant to the provisions of ARS 33-1452. Residents will be given a 30-day notice of any changes/amendments to these Rules and Regulations.

By entering into a Rental Agreement with Coyote Ranch Manufactured Home Park, each homeowner agrees that they will abide by these Rules and Regulations. The property owner shall be represented by the Community Manager who is vested with all the legal rights and authority to enforce the Rules and Regulations on behalf of the property owner.

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

- "Attachment" is defined as forms that the Resident may be required to complete, sign and obtain approval on.
- "Community" is defined as the Coyote Ranch Manufactured Home Park clubhouse, home sites, and other amenities within the community.
- "Community Document(s)" is defined as the Rules and Regulations, Statement of Policy, Rental Agreement, and other documents issued by the 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, and the resident pays lot/space rent for.
- "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.
- "Online 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.
- "Rental Agreement" is the document which states the terms and conditions related to renting the lot/space that the homeowner's home is located on.

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- “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 something used for transportation.

1. REQUIREMENTS OF RESIDENCY

- a. At least one permanent resident at each home must be age 55+ and all additional occupants must be at least 50 years of age, except as prescribed by law.
The property owner or management may, in its sole discretion, make certain age exceptions to the extent permitted by law.
- b. All potential residents 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, the property owner or management reserves the right to require the resident or occupant to leave.
- c. 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.
- d. Resident shall provide Management with an annual copy of household insurance coverage within one month of occupancy. The policy must include Coyote Ranch LP and RT Enterprises as additional insured. The property owner and management expressly disclaim any liability or responsibility for such losses unless otherwise imposed upon them by law.
- e. 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.
- f. Residents, occupants and guests 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 cancellation of any insurance policy covering the community.
- g. Resident, occupants and guests 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, Regulations and

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Attachments 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.

- h.** Tenancy depends upon 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, or any type of behavior that falls under the definition of "Bullying",
 - Assault,
 - Unlawful discharge of a firearm,
 - Imminent or actual serious property damage,
 - Arson,
 - Speeding in the park,
 - Not controlling the residents' pets/animals or adhering to the rules in Section 15, Page 10 of 25, Pets and Service Animals,
 - Drug related criminal activity, including but not limited to:
 - Illegal manufacture of drugs,
 - Sale of illegal drugs, paraphernalia and or,
 - Use of or distribution of a controlled substance,
- A single violation may be deemed as a serious and irreparable breach.
- i.** Criminal Conviction: Resident will inform Management, in writing, within ten (10) days if resident or any other occupant of home site is convicted (does not mean arrested) of a crime. Failure to do so is a material breach of the Rental Agreement.

2. 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 items, concerns rental and community business are conducted during office hours.

- a. Modifications:** The property owner and management reserve the right to revise, add, delete, or otherwise modify these Rules and Regulations as necessary to advance the best interests of the property owner and the community. To the extent of any conflict between the terms of these Rules and Regulations, the Rental

Rules and Regulations Revisions November 1, 2019, Changes effective December 1, 2019

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Agreement, and the Statement of Policy, the Rules and Regulations shall control. Notice of any changes shall be issued in advance, with a 30-day notice.

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 park owner, and the community as a whole, while ensuring compliance with all state and federal laws. Management reserves the right to refuse use of these facilities to any person.

Enforcement of Rules and Regulations: Management will make reasonable efforts to enforce Rules and Regulations of tenancy equally and promptly. Resident, however, agrees that the enforcement is a private matter between Management and the affected Resident. Enforcement of , 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.

No Waiver: The property owner's or 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 the property owner's, 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 the property owner or management shall not constitute a waiver of any unpaid rent, utilities, claims or damages due to the property owner or management.

3. GENERAL

- a.** These Rules and Regulations are incorporated by reference into the Rental Agreement. Failure of a resident, occupant or their guest or visitor to comply with these Rules and Regulations shall constitute a breach of the Rental Agreement.
- b.** Residents, occupants, guests and visitors 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 property owner. Management, or any 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 property owner's permission. Any such actions, representations or transactions made contrary to the foregoing are not binding on the property owner.

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- 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.** Violation of any federal, state or local statutes, ordinances or regulations may lead to termination of tenancy or the Rental Agreement.
- f.** Residents are responsible for damages caused by them, their guest, visitors and their pets.
- g.** Firearms are prohibited in common areas and may not be publicly displayed within the community.

4. 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 and tear to park facilities.

5. ACCESSIBILITY FOR DISABLED PERSONS

The community is committed to providing an accessible physical environment for all residents. The community will make reasonable accommodations to the rules, restrictions and 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 community manager.

6. SIGNS

Residents shall be allowed to place on their home site the following banners, flags or signs: 1) National flags, 2) State flags, 3) Sports flags or banners, and not to exceed one of each. Management reserves the right to require removal of non-complying signs. Management also reserves the approve special requests. 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.
- 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

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exceeding 8 1/2” by 11” in size. All signs must be professional quality, properly maintained and must not create blight or nuisance.

7. HOMES FOR SALE OR RENT:

Residents wishing to sell their homes may choose a listing agency of their choice. The resident must ensure the listing agency knows that potential buyers must be approved by the corporate office before the sale can be finalized. Residents wishing to rent their homes are to provide appropriate rent information to the community office. Potential renter must be approved thru the same application process as potential buyers.

8. COMMENT, CONCERN, COMPLAINTS OR COMPLIMENT

To ensure prompt attention to all inquiries, complaints 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. For emergency situations, residents should call 928-345-3573 or call 911 if the matter is life threatening.

Documents may be put in the outgoing mailbox for delivery to the resident committee.

- a.** Anonymous complaints or complaints 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.

9. 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.

- a.** Residents 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 three (3) weeks in a calendar month.
- b.** Skateboarding and riding bicycles on the clubhouse sidewalk, playing ball in the streets, and loitering are not permitted.

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

10. RENT PAYMENTS

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

- a. Per the Rental Agreement rent payments, which include water, sewer, and trash charges are due on the first day of each month. (The only exception to this rule is if the Rental Agreement states a different due date.)
- b. 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 each month,
 - Rent payments received after the 10th of the month will incur a \$25.00 late fee.
 - It is the resident's responsibility to ensure rent payments, including "online bill payments" are received by the 10th of the month.
- c. 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.
- d. Payments are to be made payable to Coyote Ranch MHP.
- e. If you do not notify the office when you are leaving for more than a month you will continue to be charged for water, sewer, and trash.

11. SUBLEASING/RENTING

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

- a. The resident will be allowed to sublease or rent as follows:
 - During any given time of the year
 - Month to month subleasing or renting is allowed
- b. The applicant for the sublease or renting must be approved by the corporate office. Applicant must meet the following criteria:
 - Applicant/renter 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.

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- Applicant/renter must: 1) complete tenant application, 2) Applicant/renter must meet the same qualifications as a permanent resident, 3) Applicant/renter must abide by all community Rules and Regulations.
- c. The applicant/renter will be able to attend all community functions and use the amenities as any other resident.
- d. The resident is responsible for obtaining the sublease/rental agreement and making arrangements with the management office.
- e. The resident will pay the regular rent and other charges with check or money order made payable to Coyote Ranch and collect any monies owed from the renter.
- f. All issues or concerns with the sublease/renter will be handled by management via the resident.
- g. The resident will provide proof of renter's insurance in case of damage to adjoining property by the sublease/renter.

The property 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.

12. QUIET HOURS AND USE OF PREMISES

- a. 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 sound including, but not limited to, voices, audio-visual equipment, musical instruments, etc., shall not create a disturbance for other residents.
- b. Loud parties, disturbing noises of any nature, or other conduct unreasonably annoying to other residents in the community are not permitted at any time.
- c. 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.
- d. Trespassing on or through other home sites is not permitted.
- e. Solicitors, vendors, peddlers, etc., are not permitted in the community. If any resident should observe a solicitor, ask them for identification, a business card and ask them to leave the park.
- f. 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.

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13. TRASH AND CHEMICALS

Residents are responsible for taking all rubbish, garbage, and waste from the home site to the dumpster in a timely manner. No home site pickup is available.

All large boxes and containers must be flattened before placing them in the dumpster. DO NOT LEAVE items outside the dumpsters. in a clean, safe, and timely manner. No home pickup is available.

- a. All rubbish, garbage and waste materials must be placed in the garbage dumpster. All large boxes and containers must be flattened before placing them in the dumpster. DO NOT LEAVE items outside the dumpsters.
- b. Dumpster lids are to be closed when you are done.
- c. 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 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.

- d. 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.
- e. 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.
- f. For health and safety reasons, all persons are prohibited from sorting through or climbing into dumpsters and refuse containers.
- g. 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.

14. UTILITIES

The community contains extensive underground utility lines and equipment. All work on utility lines or connections must be performed by the respective utility providers.

- a. **No digging is permitted without contacting Blue Stake (811) and having the site marked for utility lines.**

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- b. Community services, such as electricity, gas, or cable TV are connected to each home site. Water and sewer are connected to the hook up point. 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. All utility connections from the home to community outlets/connections must be made by licensed contractors and paid for by the resident.
- c. Residents are not allowed to alter, tamper with, or repair park electric, water, sewer, television, or telephone facilities, service connectors or equipment. Any such tampering may be justification for the issuance of a violation or termination notice, depending on the circumstances.
- d. 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.
- e. 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.

15. PETS AND SERVICE ANIMALS

Management approval must be obtained to keep a pet in the community.

All pets must be registered with management, including:

- 1.) a photo of the pet;
- 2.) a copy of the pet license, and
- 3.) a copy of the health record including rabies shots.

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.

- a. Only domestic dogs and cats will be allowed, except for permanently caged pets such as tropical birds and fish, etc., that do not leave the confines of the manufactured home. Reptiles, i.e., snakes, lizards, etc. **are not allowed** in the park as pets.
- b. 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 and controlled by the owner. **At no time shall a pet of any kind be left out doors unattended.** Unattended animals; animals not on a leash; or animals without proper

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identification may be considered stray, **captured in approved animal traps** and turned over to the animal enforcement authorities.

- c. 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 the loss of right to have pets at the home site.
- d. **Each resident must immediately clean up and dispose of their pet's droppings on community property.**
- e. Animals cannot be vicious, dangerous, or create a nuisance that interferes with the peaceful use or enjoyment of the premises by others.
- f. The property 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"**.
- g. Dogs and cats must be licensed with the applicable government authority and must always wear identification tags.
- h. A "Victim" of an animal bite must immediately report the incident to management. A pet that bites or who displays vicious propensities will be immediately removed from the community.
- i. Pets shall not be:
 - Tied or chained outdoors,
 - Left in the Resident's yard or on the patio while the 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 longer than eight (8) feet in length when outside the home.
- j. All pets must maintain current rabies and other inoculations. Female dogs and cats must be spayed and male dogs and cats neutered.

SERVICE ANIMALS

- a. 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.

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- b. 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.
- c. Residents will be required to provide management with documentation from a medical professional stating the need for the service animal and a copy of the official certification for the service animal.
- d. 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 the 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 animal's ability to render the designated services.
- e. Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.
- f. Management reserves the right to make further special or reasonable accommodations based on the needs of residents with disabilities and impairments.
- g. 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 15, except for exemptions by Law for persons with disability or impairment.

16. TRAFFIC, DRIVING AND COMMUNITY PARKING

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

- a. The speed limit is posted and applies to all vehicles, including golf carts. Children **under the age of 16 are not allowed** to drive golf carts by themselves.
- b. Vehicles must always yield right-of-way to pedestrians and bicyclists.
- c. Noisy, non-operative vehicles and those leaking oil or fluids are not permitted in the community.
- d. Each vehicle, including recreational vehicles, is to be registered with the community office. The following information is required:
 - Name and owner(s) as shown on title
 - License number (including state of registration)
 - Year of vehicle
 - Make and model

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- Color of vehicle
- e. 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.
- f. Vehicles must be operated in a safe, courteous, and cautious manner at all times.

17. PARKING

- a. Each home site is generally designed to accommodate two (2) vehicles. However, certain home sites may accommodate three (3) vehicles.
- b. At no time shall vehicles be parked at a home site if any portion of the vehicle extends into the street. Recreational vehicles (RVs) may be parked at a home site if enough room exists and if permitted by law.
- c. Commercial vehicles may not be parked overnight. Moving vans/trucks may be parked for up to 48 hours for loading and unloading and may not obstruct traffic. Management reserves the right to extend this time frame in the event of an emergency.
- d. Parking on other home sites is not allowed unless permission is received from the resident of the home site.
- e. Guest RV overnight parking in the street is not allowed. Residents and/or guest are not to occupy or live in any RV that is parked on the resident's lot.
- f. 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 lots without prior and current management approval. No driveway may be blocked at any time.
- g. Recreational vehicles may be temporarily parked in front of a home for the purposes of loading and unloading only, for a period not longer than 48 hours, and may not obstruct traffic. Management reserves the right to extend this time frame in the event of an emergency.
- h. 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. Slide outs and steps may be out if the RV is parked on the resident's lot.
- i. Oversized vehicles belonging to guests of residents, such as RVs may be parked in an area to be designated by management for a limited period of time. Please discuss details with management in advance and to request approval.
- j. Inoperable vehicles are not allowed in the park or on any home site.

DO NOT OBSTRUCT A FIRE HYDRANT!!

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18. 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, or**
 - **Within 20 feet of the clubhouse, pool, and spa area**

If smoking outside of the areas listed above, please use the ash trays provided.

Appropriate attire, including, but not limited to, shoes and shirts, is 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 in the clubhouse at any time.**

19. CLUBHOUSE RULES

- a. Group and committee meetings must be scheduled with the Activities Committee.
- b. Private parties are allowed in the clubhouse and must be scheduled with the Activities Committee. Resident who reserves the clubhouse must be present at the occasion at all times. A signed Event Agreement is required for private parties. A refundable deposit is required and will be returned if all conditions of the Event Agreement are met.
- c. Resident is responsible for ensuring all areas used must be left clean and in an orderly condition.
- d. Grills are available for resident's use, but **cannot** be used in the pool area.
- e. 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.**
- f. The men's 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.

20. COURTS: SHUFFLEBOARD, PICKLE BALL, AND BOCCIBALL

- a. These courts are available for exclusive use of the residents. Guests **MUST** be accompanied by the resident or registered adult when using these amenities.
- b. "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. Everyone uses these facilities at their own risk. R.T. Enterprises, Coyote Ranch Manufactured Home Park, and

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management are not responsible for injuries or expenses residents, guests, or “out of park” people/guests may incur while using these facilities.

21. BILLIARDS FACILITIES

- a. The billiard facilities shall be used only by residents and their guests.
- b. Guests must be accompanied by their host resident.
- c. The facilities must be left in good condition, with all equipment returned to its proper location.
- d. Please rack balls and brush table after using.
- e. Resident is responsible for any damages to the billiard tables or equipment.
- f. Sitting on tables is not permitted.
- g. Alcoholic drinks or being intoxicated is not permitted in the billiard room. Do not place any drinks or liquids on billiard tables.
- h. Proper attire is required, including, but not limited to shoes and shirts. Swimwear and wet clothing are not permitted in the billiard room.
- i. Billiard table use is limited to three (3) games or thirty (30) minutes, whichever is shorter, whenever other persons are waiting to use the billiard tables.

22. SWIMMING/SPA FACILITIES

The pool and spa are open daily, for the exclusive use of Coyote Ranch residents and their guests. Guests who are under the age of sixteen (16) must be accompanied by their host resident or registered adult when using these facilities. **Per state law, children under the age of 14 are not permitted in the spa.**

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.**

- a. Residents, occupants and guests are responsible for reading and observe all posted signs in the pool and spa areas.
- b. Management reserves the right to restrict the number of residents/guests in the pool and spa area to prevent unsafe or overcrowded conditions.
- c. 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.)

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- d. Only waterproof skin lotions are to be used.
- e. Glass or other breakable containers or items are **prohibited** in and around the pool or spa areas.
- f. Persons under the influence of alcohol, legal or other illegal drugs are not allowed in or around the pool area.
- g. Only battery-operated radios or other music devices are allowed in the pool area.
- h. Soft type recreational objects and/or floating devices maybe used in a safe, considerate and lawful manner.
- i. Towels must be placed over the pool side furniture when using suntan oils, creams, lotions, etc.
- j. 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.
- k. No pets are allowed in the pool.
- l. No person is allowed to swim under the age of 14 years without a legal guardian or approved designee.
 - Per state law and for health reasons, no one is allowed to use the pool or spa with a cold, skin, or bodily infection.
 - If incontinent, wear tight fitting rubber or plastic pants or a swim diaper.
 - If you have a scratch or cut of any kind that bleeds while in the pool you must immediately remove yourself from the pool or spa.
 - Per state law no one under the age of 14 can be in the spa.

23. MAIL

Mail will be delivered by the United States Postal Service (USPS).

- a. USPS Mailboxes are located at the north end of the pickleball court.
- b. Mail will be delivered Monday through Saturday with Amazon package deliveries on Sundays also. Sunday deliveries will be left in the clubhouse mailroom.
- c. Each mailbox tower has an outgoing mail slot and two parcel boxes at the bottom. Packages too large to fit in your mailbox will be left in one of the parcel boxes and a key will be left in your mailbox that fits that box. Packages too large to be put in these boxes will be left in the clubhouse mailroom.
- d. Forwarding of mail **MUST** be done through USPS online or through your local post office. If residents are unable to forward their mail for any reason, they can arrange for someone else to pick up their mail until they return. Coyote Ranch

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Management does not have access to individual resident's USPS mailboxes to retrieve their mail.

- e. All mail must have the lot number on it or it may be discarded or returned to sender by USPS.
- f. The mailbox towers are not designed to be drive up boxes. Please park and get out of your vehicle when checking your mail. Anyone hitting the towers and causing damage to them will be held responsible for the damage.

Coyote Ranch Manufactured Home Park also has its own in-park mail system. Mailboxes located in the clubhouse mailroom will be used to deliver monthly rent statements and other in-park notices. In-park mail from one resident to another can be left in the lockbox across from the mailroom or given to management to deliver to those boxes.

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

A Coyote Ranch Manufactured Home Park "Exterior Construction Approval Form" must be completed and approved by the Resident Committee and by management **prior to beginning** any changes. This form is available in the Coyote Ranch Manufactured Home Park Office.

All specifications and requirements regarding these topics are as follows.

MANUFACTURED HOMES:

GENERAL:

- a. Single section manufactured homes are not permitted without the written permission of the property owners at the property owner's sole discretion.
- 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.
 - The size limits for a particular home site will be communicated to prospective resident upon selection of a potential home site.
- c. 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 and metal siding are not permitted except on awnings and sheds. 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.

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- f. A manufactured home purchased and 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.

PATIO, CARPORTS, AND AWNINGS:

- a. Screened in patios and “Arizona Rooms” 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 barbeque 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 to detract from the home site and the community.
- c. All manufactured home sites are required to have a carport.

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 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 the home sites. Generally, fences may not exceed six (6) feet in height and cannot be chained link or wood. Fences must be made of Mexican brick. Wrought iron can be used to increase the height of the fence, and the wrought iron must adhere to the inside of the fence on the resident’s side of the lot.

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- Requests to add, increase, decrease, or remove any decorative fences require permission from all adjoining neighbors and management. If any changes are made without prior approval of adjoining neighbors, management, and the completion of the “Exterior Construction Approval Form” **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 the acceptance or repairs at the owner’s or the contractor’s expense.
 - The Coyote Ranch Manufactured Home Park Office has a list of approved contractors that may be used when building or increasing the height of the Mexican brick fences within Coyote Ranch MHP.
- c. All trees, shrubs, and bushes must be trimmed in a manner that 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 or damaged.
 - e. In the event of a dispute, management, with input from the appropriate City and County departments reserves the right to make the final decision regarding approving these requests.

STORAGE SHEDS

Residents are allowed two (2) storage sheds (space permitting) on the 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. Shed 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.
- d. Metal roofs are allowed with prior approval by management. Color selection of the roof color must be approved by management prior to installation.
- e. Metal or rubberized sheds are not allowed. Existing metal sheds must be removed when the home is sold.
- f. Height of the shed cannot be higher than the highest point of the manufactured home.
- g. Sheds shall compliment the color and materials of the manufactured home.

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- h.** Shed must be at least three (3) feet from fence that separates the lots. (Structure is defined as a shed, carport cover etc. Structure does not include the brick fence between the properties.)
- i.** Shed cannot block any windows or doors.
- j.** Management approval is required prior to building or installing a shed.
 - Resident is responsible for obtaining any of the necessary or required county permits.

25. MAINTENANCE AND APPEARANCE

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

26. 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 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

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and patio covers, storage sheds, flagpoles, antennae, and other appurtenances which are specifically set forth in the park Rules and Regulations.

27. 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. Resident 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	\$6,000.00
CONCRETE DRIVEWAY	\$10.00 SQUARE FOOT
PATIO	\$10.00 SQUARE FOOT

28. SALE OR TRANSFER OF HOMES

Sale of home in place:

- a. If resident desires to sell their home in place, the parties must first:
 - Notify management in writing
 - The prospective buyer must apply for tenancy
 - 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
 - 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

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from the community within sixty (60) days after the sale or transfer, if the home:

- Is not compatible with the other homes in the community,
 - Does not meet the community’s policy, in existence at that time, of preserving or upgrading the community,
 - Has not had improvements required by Management performed or,
 - The home, owner or transferee has not satisfied all other conditions under these Rules and Regulations pertaining to the sale or transfer of homes.
- b.** 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.
- c.** Removal or required improvements upon sale or transfer of ownership:
 - 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:
 - The improvements required by the Rules and Regulations, Statement of Policy, and Rental Agreement in existence at the time of transaction.
- d.** 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.
- e.** Bringing the home up the 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.
- f.** 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 move-out. 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.
- g.** 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 \$10,000 may be asked to be posted to cover damages or expenses incurred by the park after removal.

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- h.** 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.
- i.** 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.
- j.** All holes and depressions must be filled in, within fifteen(15) days of removal. 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.
- k.** 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.

29. 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.

30. SEVERALILITY

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.

31. 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.

The protocol for resident to submit comments, concerns, or complaints is as follows:

- 1) Complete the Resident Committee form and submit to the Resident Committee for review.
- 2) If the resident is not satisfied with the answer from the Resident Committee, the resident should request a meeting with management.

Should a situation arise in which a resident wishes to appeal a decision of management, contact:

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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.

32. 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.