

STANDARDS FOR LIVING

**San Pedro Resort Community
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Standards for Living

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STANDARDS FOR LIVING

Welcome to our Community, which includes San Pedro Resort Community and Valley High Mobile Home Community, owned by Benson Parks, LLC. The following Standards For Living are intended for the comfort and welfare of residents, guests and visitors and to maintain the appearance and high standards of our Community. These Standards For Living may be amended from time to time to sustain this purpose.

HOME SITE RENTAL

- A. A Residency Agreement signed by Resident and Management is required at the Community and by the Arizona Mobile Home Parks Landlord-Tenant Act (the "Act"). These Standards For Living, all Community signs, the "Act", as well as other documents, form part of the Residency Agreement and are binding on the Community and its residents.
- B. The Community is an "over 55" community. All Residents must be at least 55 years of age. The Management reserves the right to make exceptions to this policy, upon application by a prospective Resident, in appropriate circumstances.
- C. All prospective Residents must complete an application to rent a home site, secure Management approval which is based in whole or in part on a credit report including prior residencies and criminal record data and sign a Residency Agreement and a Crime Free Addendum and other relevant documents.
- D. Management must interview, in person, all prospective residents. A non-refundable application fee equal to \$40.00 for each prospective resident must be paid to **Benson Parks, LLC** at the time the completed application is submitted. Prospective residents will be required to provide two forms of identification, proof of income, a copy of the sales contract on the home, proof of insurance on the home including liability coverage and any other item(s) deemed necessary by Management. The Community provides all persons with an equal housing opportunity. The Community does business in accordance with all Federal, State, and Local Fair Housing laws. The Community will not discriminate against any protected class or person due to race, religion, color, creed, National origin, etc.
- E. Failure to receive Management approval prior to the delivery of a home or purchase of a home in the Community and prior to moving in may result in Management unconditionally refusing residency. Such persons who move into the Community will be considered trespassers.

- F. "Guest" shall mean anyone staying with a Resident less than 30 days in any twelve (12) month period. If any person other than a Resident resides in or occupies a home for more than thirty (30) days, such person shall be considered a trespasser and must apply for residency or leave the Community or both that person and that Resident will be subject to eviction.
- G. "Visitor" shall mean a non-resident who stays at the home of a Resident but does not stay overnight.
- H. "Resident" shall mean each person who signed a residency Agreement. A Resident must be the registered owner of the home and a copy of the title to the home must be on file with the Community office within 30 days of move-in. Resident may not rent or sublet his home or any portion thereof. The term "Sublet" includes renting, a lease with an option to purchase or any other arrangement whereby Resident transfers any interest in the home.
- I. Home sites may only be used for single family units. No persons other than those listed in the Residency Agreement may occupy a home. Maximum number of occupants per home: two per bedroom plus one per manufactured home.

RENT PAYMENT AND OTHER FEES

- A. Rents are due and payable in advance, on or before the (1st) day of each month, and are delinquent on the second (2nd) day of the month. Rent received more than five (5) days past due will incur a \$30.00 charge on the 7th day, plus \$5.00 per day until paid in full. The same late charge plus \$35.00 is due for any check returned unpaid by the bank for any reason. The Resident will be responsible for additional fees charged by their financial institution. Three late payments in any 12-month period may result in eviction. Separate late charges will accrue on each month's rent that is late.
- B. Rents are payable by personal check or certified check or money order only. No cash is accepted. Upon receipt of a returned check, Management may refuse subsequent personal checks and payment must thereafter be made by money order or certified check. Rent is accepted during business hours posted at the office. Rent is not accepted until deposited to the Community bank account. Partial payments are not accepted unless prior arrangements are made with Management. Management may decline a partial payment arrangement if Resident has previous late payments or has current violation notice(s). Rents may be payable by credit card in which case the Community reserves the right to charge an increased amount of rent to account for handling costs.

- C. Residents grant to Benson Parks, LLC a security interest in any and all of the personal property which is placed on the Community property pursuant to Resident's occupancy. This shall include all property, including the manufactured home, in the Premises parking lots or common areas. This security interest shall become effective upon any rent or fees under this Lease being due and unpaid. The Community shall have the right to retain such property and utilize same to satisfy any amounts due under the Resident's Residency Agreement.

Arizona Revised Statutes Section 33-1451 Tenant to maintain mobile home space; notice of vacating; clearance for removal

ARS 33-1451. Tenant to maintain mobile home space; notice of vacating; clearance for removal.

- A. A tenant of a mobile home space shall exercise diligence to maintain that part of the premises which he has rented in as good condition as when he took possession and shall:
1. Comply with all obligations primarily imposed upon tenants by applicable provisions of city, county and state codes materially affecting health and safety.
 2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permits.
 3. Dispose from his mobile home space all rubbish, garbage and other waste in a clean and safe manner as prescribed by park rules.
 4. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so.
 5. Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of the premises.
 6. Inform the landlord or manager of the mobile home park at least thirty days before the expiration of the rental agreement that the agreement will not be renewed by the tenant and that the premises will be vacated. If timely notice is not given prior to moving from the mobile home space, the tenant then is responsible for rent equal to an amount consistent with the applicable notice period.

B. A tenant shall not remove a mobile home from a mobile home space unless the tenant has received from the landlord a clearance for removal showing that all monies due the landlord as of the date of removal have been paid or that the landlord and tenant have otherwise agreed to the removal. The landlord shall not interfere with the removal of a mobile home for any reason other than nonpayment of monies due as of the date of removal even if the term of the rental agreement has not expired.

E. Utilities- Utility service shall be paid for as indicated below:

Electricity	-	Resident pays utility company
Natural Gas	-	Resident pays utility company
Sewer	-	Resident pays utility company
Water	-	Included in rent
Trash	-	Included in rent
Cable/WiFi	-	Resident pays utility company
Telephone		Resident pays utility company

F. Rents and other charges must be paid in full before removing a manufactured home from the Community or prior to the sale of the home.

G. Labor fees, plus charges for material used and an administrative fee of \$25.00, will be charged to the Resident if Management has to arrange for services to be performed to properly maintain the home site. The cost of this maintenance will be added to the next monthly rent payment.

H. All monies received are first applied to outstanding balances and charges which may have been incurred such as late fees, NSF fees, utilities, maintenance charges, etc. The amount left over is then applied to rent.

STANDARDS FOR INCOMING MANUFACTURED HOMES

A. All manufactured homes must be new; wood sided with shingled, peaked roofs and have Management approval prior to move-in. Homes must be located, on-site in a uniform manner as directed by Management and have tow hitch(es) promptly removed. The Community reserves the right to consider other than new homes for installation in the Community subject to their meeting the design and appearance criteria for the overall Community.

B. Deck/Steps: Install a raised concrete deck with hand rail or assembled deck covered with outdoor carpet, at least 4 feet by 4 feet, with steps covered with outdoor carpet, railings and skirted to match home at the front door entrance to the home; also install concrete steps with hand rail or raised steps with outdoor carpet and railing at the second entrance. Management will adjust size if home

site does not allow minimum size stated. Alternatively, commercial steps that are manufactured for the manufactured home consumer may be installed in place of deck at the front door entrance. Such steps must be fully enclosed, have aluminum handrails and be covered with outdoor carpet. Concrete steps may be installed without carpet. Temporary steps provided by dealers must be removed within 30 days of move-in.

- C. Deck railing may be (a) manufactured aluminum type, or (b) manufactured wrought iron, or (c) custom-made of wood, in which case support posts must be at least 4"x4" wood and extend to ground level at maximum intervals of 48". Horizontal rails must be at least 2"x4" wood at maximum intervals of 12". Alternatively, vertical rails of at least 2"x2" or 1"x4" wood may be installed at maximum intervals of 3 5/8".
- D. Patio Awnings: Install a manufactured unitized aluminum awning with posts, aluminum awning posts meeting Uniform Building Code over deck/porch of at least 8 feet wide and a minimum of 20 feet long or a length that, beginning at the front of the home, will extend five feet beyond front door, whichever is longer. Size requirements will be established by Management and may vary with the size of the home site and of the home. Awnings must be unitized across the front of the home.
- E. A carport awning meeting the same construction requirements and at least 9 feet wide and 40 feet long is also required where space permits. Management may adjust size requirements if size of home site does not allow for minimum sizes stated. Carport awnings on homes with front parking must extend across the width of the home, be unitized, have a peaked canopy with center support posts and be of a length as determined by Management for that home site.
- F. Skirting: Install Management approved skirting all around home and all decks, porches and additions (A) by extending home's vertical hardboard siding to ground level, with horizontal cover molding, or (B) Full Vinyl (T-Lok type only) skirting kit. None other will be approved.
- G: Sheds: One storage shed from a pre-cut metal kit or built from a wooden kit, no larger than 10' x 12' and 8 feet high may be installed subject to Management's prior approval and locating. Storage shed color must match or compliment the home. All construction shall be completed within thirty (30) days of Management approval.
- H. Fencing, which is required for dog owners and optional for all others, when installed, must be 48" high chain link with horizontal top rail with capped posts set in concrete. Placement of fencing must be approved by Management prior to installation. Installation must have a professionally installed appearance and be completed within thirty (30) days of Management approval.

- L. Landscaping: Must be colored landscape rock bordered by a decorative pre-cast -concrete scalloped brick border in front of the home and down each side. Back and side yard may be colored landscape rock or 1/4 minus gravel. Grass is not permitted. Existing grass must be removed upon sale of the home.
- J. Installation of decks/steps and rear steps, awnings and skirting and landscaping must be completed within 60 days of signing the Residency Agreement or from the date the home first occupies the home site, whichever is earlier. All such installation must comply With Federal, State and local laws, codes and ordinances.

STANDARDS FOR REPAIR AND MAINTENANCE

Residents must comply with repair and maintenance standards, which include, but are not limited to the following:

- A. Homes at San Pedro resort Community on January 1, 2005 and homes at Valley High Mobile Home Resort on January 1, 2-015: All of the above "Standards for Incoming Manufactured Homes" must be met when any alterations, replacements or improvements are made on any part of the home and/or at resale. Improvements or alterations of any kind must have prior approval of Management and be completed in a professional, workman-like manner and meet existing building codes.
- B. Nothing except the original hubs and axles and tow hitches for the Resident's manufactured home may be kept under the home. Standard lawn furniture, bicycles and barbecues are the only items permitted to be stored outside the home. Furniture items intended for indoor use, brooms, mops, boxes, aluminum cans, building materials, appliances, tools, toys, etc. are not permitted.
- C. Exterior of manufactured home, accessory structures, skirting: the following conditions are not permissible and must be immediately corrected: (1) broken or cracked glass doors or windows, (2) visible or unsightly dents, cracks or missing parts, (3) missing, bent or dented awning support posts, (4) visible and unsightly rust, corrosion, fading, blistering, or cracking on painted surfaces, (5) Resident utility connections, which leak, are unsafe, impede yard maintenance, and/or violate health or safety codes or regulations, (6) exterior carpet that has holes or is torn, dirty or loose, (7) generally dirty appearance of home or exterior fixtures, (8) exterior doors which are broken, sprung or unsightly, (9) broken, cracked or missing exterior light fixtures, (10) holiday decorations (including, lights) which are not removed within 30 days after the holiday, and (11) aluminum foil or damaged or unsightly window coverings.

- D. The following are entirely prohibited:
- a. Window or wall mounted air conditioners or evaporative coolers.
 - b. Duct work on the roof of the home.
 - c. Screening (including bamboo blinds, lattice, trellises and non-framed shade cloth) or partial or full enclosing of porches, carports of any other area.
 - d. Foil backed window panels/screen.
- E. Homes, sheds, decks, steps must be painted in a color compatible with other homes in the Community. All colors must have prior approval of Management. Management, in its sole discretion, reserves the right to deny any colors it believes to be incompatible or which would negatively impact the appearance of the Community.
- F. Sewer, electrical and gas connections must meet local codes and Community requirements. Neither the Community nor Benson Parks, LLC will be responsible for any obligations contracted by Resident for repair or maintenance to Community property. If Resident plans any such action, Resident must first consult and receive approval from the Community Management.
- G. Residents may not alter, connect, disconnect or repair any Community or utility company utility service. Residents remain solely responsible for service connections and related problems between service post and Residents home, including maintenance of the sewer lateral to the main line. If Resident plans to do any digging in the yard, Management must be contacted first, so that placement of utility lines or pipes can be pointed out. If Resident, his agent or contractor damages any such utility line or pipe; Resident must repair such damage at his/her expense. Resident shall be responsible for such repair bills incurred by the Community and must pay the full sum on the first day of the month following billing. The utility pedestals (meter and utility hookups, including telephone) must be accessible at all times.
- H. To ensure a properly functioning sewer system, Residents shall not put garbage, disposable diapers, sanitary napkins, paper towels, tampons, grease and oil, foreign objects or anything else that will not dissolve into the drains or toilets of their home. The cost of clearance of stoppages or repairs of sewer lines caused by Residents negligence or improper usage or intentional misuse will be the responsibility of the Resident.
- I. Because of the potential for serious property damage or personal injury, the use of a torch to remove a tow hitch is expressly prohibited, The only approved method is the use of a reciprocating saw.

HOME SITE MAINTENANCE AND USE

- A. Resident shall trim, water, care for and control growth of all plants and shrubs and promptly eliminate and remove weeds and debris to avoid fire or other health and safety hazards. Landscaping must comply with the Department of Public Safety (DPS) Crime Free Housing program. This includes but is not limited to all Crime Prevention Through Environment Design (C.P.T.E.D.) requirements. Ground cover plants (bushes and shrubs) must be maintained at a Maximum height of three (3) feet so plants do not impair the view of residents. Plants under windows must be maintained at a height below the window sill. Trees must be trimmed so lower branches are at least five (5) feet off the ground. Landscaping cannot interfere with lighting distribution. Landscape rock may not be allowed to spread into the street or driveway.
- B. Home site and authorized outdoor items must be maintained in clean, attractive and well-kept fashion. If Resident fails to properly maintain the premises, Community may cause same to be performed and Resident must pay for the work on the first day of month after the work was performed, when paying rent.
- C. Home sites remain under direct control of the Community. No business or commercial enterprises are allowed in the Community without prior written consent. No peddling or solicitation is permitted at anytime.
- D. Carport sales by Residents are permitted only to dispose of personal property of Residents on a non-commercial basis and only with prior approval of Management. Carport sales are limited to two sales per home site in a twelve month period.
- E. Satellite dishes, not exceeding 18" in diameter are permitted and whenever possible dishes must be located so they are not visible from streets or other public areas of the Community. The location of the dish must be approved in advance by Management. Such approval will take into consideration placement of the dish on the home site so it may receive optimum signal from the satellite. The Community will condition its approval of the placement of the dish on its being unobtrusive and may require screening in the form of plants or other material to make the dish inconspicuous.
- F. TV antennas and large radio antennas including CB and ham are not permitted. TV antennas which do not currently meet these criteria must be relocated and/or lowered upon sale of the home.
- G. Garbage must be wrapped and, with other refuse, must be placed in sealed plastic trash bags and kept inside the home or storage shed until deposited in the disposal bins which are located in various areas of the Community. Large items such as furniture, appliances, etc. shall not be placed in or beside the

disposal bins but must be taken to an appropriate disposal site outside the Community.

- H. Driveway maintenance is the responsibility of the Resident. The driveway must be kept clean of debris, oil, gasoline and other substances. The cost to repair, clean or replace damaged driveway, parking areas or street caused by oil or other fluids shall be the responsibility of the Resident.
- I. Laundry may not be hung outside home including on patios, decks, carports or in yards.
- J. Residents, guests, or visitors may not trespass through or onto other Residents home site. Management has the right, however, to enter a home site at any time to inspect or perform services.
- K. No flammable, combustible or explosive fluid, material, chemical or substance or any other hazardous material (except those customarily used for normal household purposes in quantities reasonably necessary for such purposes which shall be properly stored within the home or storage shed) may be kept on the home site.
- L. All homes must display 4" high, black metal or plastic house numbers at a location designated by Management.
- M. Because of the potential for injury or property damage, fireworks of any type are not permitted anywhere in the Community.

VEHICLES AND PARKING

- A. The speed limit in the Community is posted, and must be observed to protect Residents and guests. Speeding endangers the well-being and safety of persons and property. Any speeding by Residents, guests or visitors will be considered a violation of the rules. The determination of speed will be made by Management and is conclusive and binding. Residents, guests or visitors who do not observe the speed limit and other traffic control signs will be required to park their vehicle outside the Community.
- B. Parking for no more than two conventional passenger vehicles is allowed at the Resident's home site. Please apply to Community office for a special written waiver to this limitation, if justified, and if space is available. Vehicles may only be parked on the driveway at the Resident's home site and not on the landscape or other areas of the home site.
- C. Vehicles parked in the Community must be in operable condition, used on a regular basis, currently licensed, and insured. Vehicles which do not comply

with the above conditions are considered unauthorized. No one may park vehicles on another resident's home site or on vacant home sites or in other unauthorized areas. No driveway shall be blocked at any time.

- D. Unauthorized vehicles or vehicles parked in unauthorized areas may be towed or impounded at owner's expense. A maximum of two (2) hours street parking is allowed for the loading or unloading of RVs in front of the Resident's home; however, no driveway shall be blocked at any time.
- E. No repairs may be made on vehicles in the Community. This includes but it is not limited to, engine overhauls or replacement or tuning, brake jobs, oil changes, radiator repairs or replacement, exhaust system repairs or replacement, transmission repairs or replacement. No waste oil grease or other fluids may be discharged anywhere in the Community. Painting vehicles is prohibited. Flat tires must be repaired immediately and no vehicle shall be left on blocks/jacks unattended.
- F. Recreational vehicles (including travel trailers, fifth wheels, truck campers, pop-ups and motor homes), boats, off-road vehicles, shells, utility trailers, boat trailers or any type of trailer used to haul or tow cargo may be parked or stored by arrangement with Management.
- G. Vehicles in excess of one ton carrying capacity, other than those providing service at Management's request, or those making deliveries, are prohibited anywhere in the Community. Dirt bikes, off-road vehicles, motorized skateboards or any motorized equipment that is not licensed or is not street-legal, may not be driven in the Community. Street-legal motorcycles may be ridden only in or out of the Community going directly to and from the Resident's home site.
- H. All motorized vehicles operated in the Community must be driven only by individuals with a valid driver's license who must have liability and property damage insurance. Lacking proof of such insurance or license, such vehicles may be categorized as unauthorized. The Community may prohibit the operation of a motorized vehicle in the Community if, upon the request of the Community, proof of such insurance covering the vehicle or a driver's license cannot be obtained or provided by the Resident.
- I. Vehicles (including motorcycles) with loud mufflers will not be allowed in the Community.

GUESTS/VISITORS

- A. Residents are responsible for the conduct of all occupants of their home including Guests and Visitors (see definitions on Page 4), for their compliance

with Community rules and for charges arising from their misconduct, loss or damage.

- B. Guests remaining for more than 30 days in any 12 month period must register with and have prior approval of Management. A guest fee of \$50.00 per month may be charged or guest stays exceeding 14 days in a calendar month. 2 weeks = \$25.00.
- C. Guests and Visitors must be accompanied by Resident when using any Community facility and may not bring pets into the Community.

PETS

- A. No pets may be acquired without written permission of Management. All pets must be registered at the Community office with a limit of two pets per home site. A pet is herein defined as a domestic dog or cat.
- B. Breeding of animals is not permitted. Female pets will generally be disapproved unless spayed.
- C. Pets cannot be left unattended with or without a leash outside the home and may not be walked in the Community unless controlled on a leash 6' or less in length.
- D. Pet droppings on or off Resident's lot must be cleaned up immediately by Resident. Pets are not allowed in common areas, laundry room, and swimming pool areas, recreation centers or club houses.
- E. Full or mixed breed Pit bull and pit bull type dogs, Chows, Rottweilers, Dobermans, wolf-hybrids, or other breeds considered dangerous, vicious or aggressive or animals which exhibit such behavior in the sole discretion of Management are prohibited, as are farm type animals such as ducks, geese, rabbits, goats, chickens or pets of exotic type including snakes and pot-bellied pigs. The feeding of stray animals is prohibited and doing so will establish ownership.
- F. Pet must be licensed and inoculated in accordance with local laws and proof must be provided to Management upon request. A pet found in the Community unattended or without proper tags and/or registration with Management will be reported to Animal Control for pickup. No temporary kenneling or pet-sitting or outside kennels are allowed.
- G. Permission to keep a pet may be revoked if any violation of the Pet Agreement is observed, if the pet constitutes a nuisance, bites, attacks or in any way interferes with others and/or causes complaint. Any pet that prevents or inhibits

Management or its agents from entering upon a home site shall be considered a nuisance. Once required to leave, a pet may not be returned to the Community. In addition, violation of the Pet Agreement or valid complaints received may be grounds for termination of the Residency Agreement for behavior, which substantially endangers the well being of persons or Property.

- H. Exceptions to the pet restrictions will be made when reasonably necessary to accommodate the needs of handicapped Residents. A physician's verification of need and/or proof of the animal's status may be required.

NOISE AND DISTURBANCES

- A. All sources of noise shall be kept at a level so as not to disturb or cause complaint by another Resident. Loud parties, drunkenness, acts of immoral conduct, excessive noise disturbance, yelling or screaming, acts of juvenile delinquency, boisterous conduct, willful or careless destruction of property and reckless driving will not be tolerated. The Community reserves the right to determine when or whether this Standard is violated.

USE OF COMMUNITY FACILITIES

- A. Recreational facilities are for the exclusive use of Community Residents, their guests and visitors. Management has the right to control and prevent access to the Community by persons deemed undesirable or to eject without notice any person who is unauthorized, creates a disturbance, causes a nuisance or damage or in any way interferes with the operation of the Community or its facilities.
- B. Pool hours are as posted and NO LIFEGUARD WILL BE ON DUTY. For this reason, Residents are advised not to swim alone. No visitor or guest under the age of 18 may swim without a responsible Resident parent or legal guardian in attendance at poolside.
- C. Everyone using any pool area in the Community must observe the pool rules or lose his or her pool privileges. A copy of the Pool Rules and Regulations is included herewith and is incorporated in these Standards for Living by reference. Only standard type bathing suits are allowed in the pool. Food, beverages, body lotions and suntan oils are not allowed in the pool. Glass containers of any type are not allowed in the pool area.
- D. The laundry facilities are for the sole use of Residents and will be open as posted. Clothes should be removed from the washers and dryers as soon as the cycle is complete. Clothes-dyeing is not permitted. Residents under 14 years of age are not permitted in the laundry areas unless accompanied by a

Resident adult. The Community is not responsible for lost, damaged or stolen items or for malfunctioning equipment.

- E. The Community Centers ("Clubhouses") will be open as posted for Community events. Residents and their guests and visitors must observe any posted rules concerning its use.
- F. The perimeter fencing is for the privacy of the Residents and adds to the peace and quiet of the Community. No one is allowed to climb on or over the fencing at any time.
- G. The Community reserves the right to restrict the drinking of alcoholic beverages at any time or from time to time in any Community facility.
- H. No bicycle riding, skateboarding or roller-skating is permitted on vacant spaces or the area around the recreation center. Baseball, basketball or other ball games are not allowed in the Community streets.
- I. The Community reserves the right to restrict smoking at any time or from time to time in any Community facility.

COMPLAINTS

- A. Complaints on any subject must be made in writing and signed and brought to or mailed to the Community office. Forms for this purpose are available from Management. Anonymous written complaints or verbal complaints will not be accepted.

RESPONSIBILITY

- A. Resident acknowledges that he/she has examined the home site and has received said site in good order and repair.
- B. Resident shall be responsible for, and agrees to indemnify and hold harmless Benson Parks, LLC, the Community and Management from any damage to the home site or any adjoining home site owned or under the control of the Community, which is caused by Resident, occupants of the home, Guests or Visitors of the Resident on the site or within the Community.
- C. Resident agrees to indemnify and hold harmless, Benson Parks, LLC, the Community and Management from all actions taken by Resident, occupants of the home, Guests or Visitors of the Resident that may cause injury, death or destruction of property to the Resident or a third party.

- D. Resident shall provide Management with a copy of the title of his/her home and shall notify Management within ten (10) days of any change affecting ownership or lien status.
- E. Resident shall obtain and maintain homeowners insurance which includes liability coverage as well as coverage against the damage or loss of the home and its contents. Proof of coverage must be provided to Management upon request.
- F. Resident shall install and maintain working smoke detectors and a fire extinguisher in his/her home.
- G. Owner or his agents shall not be held liable for loss or damage to property of Residents, guests, and visitors or for personal injury caused by fire, theft, wind, flood or any Act of God.
- H. Residents must notify Management in writing 30 days prior to his/her home being removed from the Community or shall be liable for 30 days rent if sufficient notice is not given.
- I. Home Owner must submit a "Notice of Removal", a removal deposit and secure a "Certificate of Removal" prior to the removal of home owners home from the premises.

LAW VIOLATIONS

- A. Resident, Guests and Visitors must abide by all State, city and county laws, ordinances, codes and zoning regulations. Residents, Guests and Visitors must conduct themselves as not to place the Community in violation of any such laws, ordinance files or regulations.
- B: Conduct by Resident within the Community which results in arrest by law enforcement officers or results in criminal charges or breeches the Crime Free Addendum shall constitute a violation of these Rules.
- C. It is recommended that licensed contractors install accessories and improvements. Accessories constructed or installed by a Resident or his/her agent must comply with existing building codes.

SALE OF MANUFACTURED HOMES

- A. One "For Sale" or "Open House" sign, not exceeding 12 inches by 18 inches, may be displayed only in home's front window. This rule does not apply to signage used by landlord to market landlord home sales.

- B. Current Residents must notify the Community Manager at least two (2) weeks in advance of the closing date so the buyer of the home may be considered for approval by the Community.
- C. Residents cannot guarantee prospective buyers will be approved for residency. If the buyer does not qualify and the sale of the home is finalized, the home must be moved from the Community at the time of sale.
- D. Residents must meet with Management to determine what upgrades, if any, must be done to bring the home to Community standards. All work must be done prior to sale or the buyer will be required to bring the home into compliance as a condition of approval for residency.
- E. Community may require a home being sold, to be removed from the Community if (1) the home cannot reasonably meet standard specifications determined by the Community for that home site, or (2) if the home is in run-down condition or in disrepair in the judgment of Management.

CONDUCT

- A. All Residents must sign and abide by the Crime Free addendum. Failure to do so will be grounds for eviction.
- B. Residents, their guests and visitors will observe the City of Benson curfew laws.
- C. Display or use of any type of firearm (including BB guns), slingshots, bow with arrows or any other weapons by any Resident or his/her guest or visitor will be grounds for eviction.
- D. Although these Standards for Living are specific, it is impossible for them to deal with every possible eventuality. Therefore, the basic Standards are applicable to all and residents shall conduct themselves in a reasonable manner so as not to say or do anything to adversely affect their neighbors or the ownership or Management of the Community. These Standards for Living apply to Residents, guests, visitors or any person in the Community with the permission of anyone living in the Community.
- E. The separate Residency Agreement, Statement of Policy, Pool Rules, Pet Agreement, Crime Free Addendum and other documents are considered to form a part of these Standards for Living.

REMOVAL OF HOME FROM COMMUNITY; CONDITION OF SPACE. The following procedures have been adopted pursuant to ARS 33-1485.01 and apply to the removal of mobile homes from the Community.

- A. Resident may remove the mobile home from the Community. As provided in that Statute, Resident must provide Landlord with notice of Removal of Mobile Home from the Community not less than thirty (30) days prior to move out (this time is necessary to enable Management to make arrangements to enable the move out). A form is available at the Community offices.
- B. Resident must designate a person or entity who will be responsible for the move out. If this Responsible Party is not licensed as a contractor by the Registrar of Contractors or the Department of Building and Fire Safety, a move out deposit or surety bond of \$1,000 (less any security deposit of resident then held by Landlord) must be posted with Landlord.
- C. When the home is removed, all accessory structures such as shed, awnings, carports, fences, Arizona rooms, and all concrete, must also be removed unless Landlord agrees to the contrary in writing.
- D. The space must be left clean, free of trash, building materials and construction debris.
- E. All holes and depressions must be filled in. The space must be graded and level and approximately the same level as adjoining lots. If fill dirt is necessary, Resident is responsible for supplying clean fill dirt.
- F. Forms for these purposes are available in the office.

33-1485.01. Removal of mobile home from mobile home park; violation; joint and several liability

- A. A tenant or a tenant's successor in interest shall provide the landlord with a written notification of intent to remove a mobile home from a mobile home space. The notification shall include the date the mobile home will be removed from the mobile home park, the name, address and telephone number of the person or entity that will be removing the mobile home from the mobile home park and the name, address and telephone number of the person or entity that will be the responsible party for restoring the mobile home space in accordance with the rental agreement and the mobile home park rules and regulations. If the responsible party is not licensed by the department of fire, building and life safety or the registrar of contractors, the landlord may require a security deposit or surety bond of not more than one thousand dollars minus the amount of any security deposit that was collected at the beginning of the tenant's tenancy. The security deposit or surety bond shall be paid or provided before work begins on restoring the mobile home space and shall secure the cost of restoration if the responsible party fails to completely restore the mobile

home space. The landlord shall provide an accounting of any security deposit as prescribed in section 33-1431, subsection C.

- B. A mobile home shall not be removed from a mobile home park by any tenant, any mobile home owner or any other person or entity unless the person or entity that is removing the mobile home has received from the landlord a written clearance for removal. The landlord shall not interfere with the removal of a mobile home for any reason other than nonpayment of monies due as of the date of removal even if the term of the rental agreement has not expired. The written clearance shall contain both of the following:
1. A statement that all monies due for space rent as of the date of removal have been paid or that the landlord and that person or entity have otherwise agreed to the removal.
 2. The requirements for a mobile home space restoration as prescribed by the rental agreement and by the mobile home park rules and regulations and that shall be performed by the responsible party listed in the removal notification that is required by subsection A of this section.
- C. A person or entity who violates subsection B of this section shall be liable for two times the amount of any rents due.
- D. The responsible party identified in the removal notification that is removing a mobile home from a mobile home space shall also remove all accessory structures unless the landlord has agreed in writing to allow those structures to remain. The responsible party identified in the removal notification that is removing the mobile home shall also remove all construction debris, trash and personal property on the rental space from the mobile home park and shall be responsible for restoring the space in accordance with the rental agreement and the mobile home park rules and regulations. The rules and regulations may contain conditions regarding the removal of a mobile home from the mobile home park and the restoration of a mobile home space by a tenant or a tenant's successor in interest after removal of the mobile home. The conditions shall not include any provisions regarding environmental liability or environmental remediation, and any environmental liability or environmental remediation requirements shall be governed as otherwise provided by law. If a rental space does not satisfy the requirements of this section following removal of a mobile home, the landlord may provide the last tenant, the tenant's successor in interest or the mobile home owner and the responsible party identified in the removal notification with written notice that specifies what must be done to bring the space into compliance and that requests that the parties remedy the condition within ten days. If the work is not completed within ten days, the landlord may cause the work to be done and shall prepare an itemized bill for the actual and reasonable cost or the fair and reasonable value of the work and

submit it to the last tenant, the tenant's successor in interest or the mobile home owner and the responsible party identified in the removal notification. All of those persons shall be jointly and severally liable for the expenses.

REVISION OF STANDARDS FOR LIVING

- A. These Standards for Living may be revised at any time and such revisions become effective 30 days after publication. A copy thereof is posted at the Community offices.

MAILING ADDRESS

- A. The mailing address of the Community shall be:

Benson Parks, LLC
1110 S. Highway 80
Benson, AZ 85602
(520) 586-9546

- B. Unless otherwise notified in writing by the Resident, the Resident's physical location within the Community shall be used by Management as the mailing address for the purpose of mailing notices, invoices, announcements, etc.

EMERGENCY SITUATIONS

- A. Emergencies involving electric or gas, contact the utility provider. After notifying provider, contact Community Management at 520-586-9546.
- B. Emergencies involving water or sewer please call the Community office at 520-586-9546
- C. In case of fire, gunshots, acts of violence, vandalism, etc., call 911 then the Community Manager.

SAVINGS CLAUSE

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

ACKNOWLEDGEMENT OF RECEIPT

Resident(s) acknowledges receipt of a complete copy of the Standards For Living of the Community and agrees to abide by same.

Resident

Date

Resident

Date

Resident

Date

Home Site Space Number_____

A copy of this signature page will be retained by Management acknowledging receipt by the Resident.