

**San Pedro Resort Community**  
1110 S. Hwy. 80  
Benson, AZ, 85802

**Valley High Mobile Home Community**  
1200 S. Hwy 80  
Benson, AZ 85602

### **STATEMENTS OF POLICY**

This Statements of Policy or the Community, which includes San Pedro Resort Community and Valley High Mobile Home Community, owned by Benson Parks, LLC expires December 31, 2015. This document will automatically renew for successive one month periods on January 1, 2016, unless revised or rescinded upon proper notice.

Resident agrees to comply with the Statements of Policy of the Community as follows:

- 1. Classification of the Community:** The Community is a 55+ housing for older persons community. At least 80% of the occupied spaces in the Community must have at least one resident 55 years of age or older. The remainder may be occupied by households without an age 55 or older member, provided the other age restriction is met. Residents may not allow anyone who has not reached his or her thirty-fifth (35<sup>th</sup>) birthday to live in the Community.
- 2. Change of Use:** The Landlord has no specific plans to implement a change in use for the Community during the term of this Statement. However, the Landlord expects that a change in use of individual homesites within the Community or of all or a portion of the Community could take place at any time.
- 3. Changes in Rent:** Rentals are established by the Landlord to cover all costs of operation on the homiest and to return to the Landlord what the Landlord considers to be an acceptable return on investment. Rentals may be adjusted at the time of renewal of Rental Agreements upon not less that ninety (90) days prior written notice by the Landlord. There is no particular method used by the Landlord to determine rent changes, and the Landlord reserves the right to calculate rent changes by any selected method. In addition, the Landlord may at any time increase rental to compensate the Landlord for increases in the Landlord's costs of insurance, taxes and or utility rate increases.

4. **Right of First Refusal:** The Landlord reserves the right to sell the Community to any buyer of the Landlord's choice. Residents, either individually or collectively, do not possess any right of first refusal.

5. **Specifications:**

A. Any manufactured home that is moved into the Community must be new, wood sided with shingled, peaked roofs unless the Community Manager specifically consents in an individual instance that a manufactured home other than a new home may be moved into the Community.

B. Manufactured homes must be set above ground according to Managers instructions and state and local codes.

C. The dimension of the manufactured homes permitted in the Community shall not exceed the following:

Maximum Height:	Single story
Maximum Length	70 feet
Maximum Width	28 feet

D. the dimensions of the manufactured homes permitted in the Community shall be at least the following:

Minimum Height	Single story
Minimum Length	40 feet
Minimum Width	14 feet

E. The Landlord may impose greater restrictions in some portions of the Community than in others. The foregoing applies to the entire Community but certain portions may be more restrictive than others.

6. **Required Improvement:** As a condition of residency, all Residents must make such improvements to their homesites as are necessary to enable their manufactured home to be set up in a manner to permit it 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 Community in which their manufactured home is located. The Landlord does impose requirements with respect to awnings, carports and patio covers, cabanas, storage sheds, flagpoles, antennas, and other appurtenances which are specifically set forth in the Community's Standards for Living.

7. **Permanent Improvements:** As a condition of residency, all Residents moving manufactured homes onto a vacant homesite in the Community must make certain permanent improvements to that homesite and must thereafter maintain these permanent improvements. The permanent improvements cannot be removed at the expiration or termination of residency but must be left on the homesite at that time in good condition less normal wear and tear. The permanent improvements required together with the Community's estimate of costs are set forth below. The Community does not warrant that its estimates of costs are accurate; such estimates are merely the Community's best guess at the time this document was prepared as to what each required improvement may cost. **Resident be entering into a residency agreement with the Landlord assumes the risk that the actual costs of making such permanent improvements will be greater than these estimates.** IT IS STRONGLY RECOMMENDED THAT PROSPECTIVE RESIDENTS INDEPENDENTLY INVESTIGATE THE COSTS OF ALL REQUIRED PERMANENT IMPROVEMENTS AND OBTAIN THEIR OWN BIDS AND ESTIMATES BEFORE ENTERING INTO ANY RESIDENCY AGREEMENT.

<u>Required Permanent Improvements</u>	<u>Estimated Cost</u>
Awnings	\$2,000 - \$4,000
Landscape Scallops	\$1.50 each
Landscape Gravel	\$12.00 ton
Porch with Steps, Rails & Carpet	\$1,000 - \$1,500
Manufactured Steps	\$300 - \$500
Skirting	\$500 - \$1,500
Driveway & Sidewalk	\$1,500 - \$2,000

8. **Utility Connections:** The following utility service ratings are provided to each homesite. The Community or utility company will service these lines to the hook-up point. Service from the hook-up point to and throughout the home is the Resident's responsibility. Any modifications necessary to provide service to a home shall be the responsibility of the Resident and may not be removed at the expiration or termination of residency but must be left on the homesite at that time in working condition.

Electric service:	100 and 200 amp
Water Connection	¾ inch
Sewer Connection	4 inch

9. **Accessibility to Disable Persons:** The Community is committed to providing an accessible physical environment for all Residents. The Community will make reasonable accommodations to its rules, regulations and Community facilities to assure that individuals with disabilities can fully enjoy their residency, and to provide all facilities and services on the

same basis to disabled individuals as non-disabled persons. Residents who feel that such an accommodation is necessary should contact the Community Manager.

- 10. Notice Concerning Insurance:** The Community does not provide insurance coverage for tenant mobile homes. Insuring the mobile home is the tenant's responsibility. If the Community is in an unincorporated area or other area not providing fire protection, the tenant must provide his or her own fire department response insurance. Tenants are advised to independently investigate whether fire protection is provided to the Community by a government fire department or whether they should obtain private fire department response insurance.

Received and Accepted By:

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Date:

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