

DESERAMA MOBILE HOME PARK

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Regulations are adopted in accordance to A.R.S. 33-1452

2012

RULES AND REGULATIONS

For

Deserama Essential Group, LLC

Db a Deserama Mobile Home Community

Db a Deserama Mobile Ranch

Our community is intended to be a friendly and enjoyable place to reside. To maintain a warm, friendly and pleasant environment it is essential that the people within our community respect each other. Refrain from acts that might trouble others, and work together to continue to make our community a pleasant place to call home. These Rules and Regulations the ("Rules") have been adopted pursuant to Arizona law in order to promote the general welfare, safety, convenience, enjoyment of our residents and to preserve our community from abuse, preserve and upgrade the quality of our community and to make a fair distribution of services and facilities. We ask that you treat your neighbors as you yourself would like to be treated. As used in these rules (and unless otherwise specified) the term "Resident" shall include tenants/residents and persons authorized to reside at the homesite listed on the Lease Agreement; the terms "Park" and "Community" refer to our particular community, and the terms, "Space", "Site", and "home-site" refer to each site/lot premises within our community.

MANAGEMENT

All potential Residents must apply for residency and meet Management's current standards existing at the time of application.

Leasing, Rental and Community information is available at the Management Office.

Management Office hours are posted.
Closed Saturdays, Sundays and Holidays.

You may call the office during working hours if you wish to set up a special appointment with Management.

Office Telephone: (480) 964-8850

Emergency Telephone: (612) 600-2453

Fax Telephone: (480) 964-2723

Please notify Management if you intend to be away for any extended length of time. Give Management an emergency service phone number. If an emergency develops, or if you suspect an emergency situation, immediately call the appropriate emergency number first, and then contact Management, if needed.

For the Police, Fire and/or Medical Emergency, dial 911.

REQUESTS/COMPLAINTS

In order to effectively serve all Residents and to address problems or issues of concern, all problems, suggestions or complaints to Management must be in writing and must be signed by the Resident submitting the issue. Anonymous complaints or complaints made by or on behalf of third parties may not be considered. If there is a complaint against another Resident or their guests, visitors or invitees, and if court action is required, the complaining party must agree to participate in presenting the complaint and to testify in court, if required by Management. The filing of a frivolous or unjustified complaint, or refusal to participate at the prosecution of the complaint or to testify in court, may be considered a material violation of the terms of tenancy.

VIOLATION

Any violation of these Rules, the rules or signs posted in the Community, or Arizona Statutes shall be treated as a violation of your Rental Agreement.

"USE RESTRICTIONS"

A. RESIDENTIAL:

Each home site shall be used, improved and devoted exclusively to single family residential use. No occupation, profession, business, trade or other non-residential use shall be conducted on any home site, nor shall any activity be permitted which creates a nuisance or attracts business, clients, customers, or

vehicles to the Community. Additionally, Residents shall not allow or engage in any conduct that attracts Guests or Visitors of excessive vehicles to the Park, or that attracts such vehicles or persons during the Community designated quiet hours. Obviously, in order to operate the Community, this restriction is not applicable to Management and their Agents and Representatives.

B. REGISTRATION:

Upon arrival, all residents must register at the DESERAMA OFFICE. Each tenant must also notify the office if he plans to be out of the Park for several days or weeks or when leaving the Park for the summer months.

C. NEW RESIDENTS:

Prior to approval as a new Resident, an application must be completed along with a \$45.00/person application fee paid to the Managers Office. Applicant/resident must show a current Driver's Licenses/ID & Social Security Card. A new Lease Agreement must be signed by each new Tenant/Resident.

C.1)

New Residents must provide Management with a copy of the title to their home indicating that they are the legal owners on record.

D. GUESTS/VISITORS:

Other than those persons stated in the Lease Agreement who are authorized to reside in the Community:

"Guest" is any Non-Resident who stays overnight in the Community.

"Visitor" is any non-Tenant/Resident who does not stay overnight in the Community.

E. REGISTRATION/FEES:

Residents must register with the Management any Guest or Visitor who will be using Community facilities, as well as all Guests who will be present for more than twenty-four (24) hours in any calendar month. Any Guest that stays pays a facility fee of \$10.00 per day. No Guest shall stay longer than 2 weeks in a given month with the maximum stay to be

30 days in a given calendar year. The fee is \$200.00 a month.

F. STORAGE FOR RESIDENT AND/OR NON-RESIDENT:

A signed storage agreement is required to place items or vehicles in storage area. All storage items will be assigned a space, no other items will be allowed in storage area. Trailers cannot be stored with debris, rubbish, building materials, furniture or other materials loaded onto or in the same unless enclosed and property secured (exclude tarps, side railing, etc.). Residents are not allowed to store or use Deserama premises any chemicals listed by EPA as hazardous. Resident will be held responsible for any fees or fines that may assessed by the EPA, local, state or federal authorities and any costs associated with clean up and restoration.

G. SUPERVISION/USE OF FACILITES:

Guests and Visitors may not use Community facilities unless the host Resident is also present at all times.

H. PROHIBITED INVITEES:

If Owner or Management has terminated a tenancy or proceeded with an eviction action to judgment, the person(s) subject to the termination or eviction judgment is/are not permitted in the Community and it shall be a material violation of this Lease Agreement if a Resident or anyone at the Resident's home-site invites or authorizes knowingly such person(s) to enter or be present in the Community.

I. NO TRESPASSING:

No trespassing on or through other home-sites is permitted.

J. SOLICITING:

Solicitors, Vendors, Peddlers, etc. are not permitted in the Community without Management approval. Vendors with approval must stop and register at the office.

K. RV SITES RESERVATIONS:

Depending on length of stay (1 day, 1 week or 1 month), Resident is required to fill out a registration RV form on arrival. No RV'er will be accepted into the Park without one.

L. TELEPHONE NUMBERS:

A valid telephone number must be on file in the office.

M. PROPANE GAS: (RV)

If propane is needed you must call arrange for delivery. No propane tanks are allowed to be filled within the park by order of the FIRE MARSHALL.

N. MAIL BOXES:

Everyone must have a post office box if you expect to receive mail while you are in the Park. A mail box key can be obtained from the office for a deposit of \$25.00. Deposits will be refunded when key is returned to the office. Mail box numbers will be the same as your space number. Please notify your correspondents of your space number on all mail sent to you. **DESERAMA WILL NOT BE RESPONSIBLE FOR ANY MISTAKES.**

Please arrange for your mail to be forwarded with the postal service, and leave forwarding address with the office for use. Any guest visiting and receiving mail here must have name and space number of Resident they are visiting on all incoming mail.

O. VEHICLES AND PARKING:

The speed limit in the park is 10 (MPH) Miles Per Hour.

O.1) Cruising, reckless or unsafe driving is prohibited. Residents are responsible for compliance by their Guests, Visitors and Invitees. Noncompliance shall be deemed a material violation of Resident's Lease Agreement. Noisy cars, trucks or other vehicles are prohibited in the Community.

O.2) A maximum of two (2) vehicles are allowed per home-site. If you have more than two vehicles, arrangements need to be made at office.

O.3) Vehicles parked in violation of these rules may be towed at the owner's expense and without prior notice.

O.4) Vehicles may only be parked in designated paved areas and/or driveways.

O.5) Vehicles shall not be parked on any vacant home-site.

O.6) Parking must not obstruct access for emergency vehicles, garbage trucks, home movers and other service vehicles. This means no overnight parking on the ends of the street where vehicles must turn per order of the Fire Marshall and shall be enforced.

O.7) No parking on vacant site. It is not for storage of a vehicle.

O.8) Only licensed and drivable (running) vehicles with current registration and insurance are allowed in the community.

O.9) Unless Management consents in writing, vehicles that have not been operated in fourteen (14) days or that are missing any body panels are prohibited.

O.10) Residents must park only in their home-site. Residents may not park vehicles at the homes of other Residents without written approval from the resident and approval from Management.

O.11) Visitors shall park in the "Parking Area" in front of the Park's entrance.

O.12) Management reserves the right to restrict other vehicles and to impose other limitations on vehicles if deemed to be in the best interest of the Community or its Residents.

O.13) Vehicles without current license plates or tags, inoperable, or stripped may not be parked in the Community.

O.14) Repairing, washing (except in designated washing area) or performing vehicles maintenance is prohibited.

O.15)

Vehicles leaking oil or fluids are prohibited in the Community and must be repaired off premises. All pavement stains must be promptly removed by Resident.

O.16)

Bicycles are regarded as vehicles and subject to all traffic and parking regulations.

P. QUIETHOURS

DISTURBANCES/INTERFERENCES/NUSANCES

Any violation of the following may result in fines or evictions:

P.1)

Quiet Hours:

Except for work or activities authorized by Management, Residents must ensure that potentially disruptive sounds shall not travel beyond the Resident's individual home-site.

P.2)

Disturbances:

Loud parties, profane or obscene language, verbal harassment, arguing, public intoxication, excessive vehicle noise, disturbing noises of any nature and all other forms of disruptive conduct by Resident, Guest and/or Visitor is prohibited.

P.3)

Nuisances/Debris:

No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any home-site, and no odors shall be permitted to arise there from, so as to render any such home-site or any portion thereof unsanitary, unsightly, offensive or detrimental to any other home-site in the vicinity thereof to its occupants.

P.4)

Security Alarms:

All security alarm devices shall be installed by a licensed contractor and shall comply with city, county, and any other applicable ordinances as well as these Rules. Management, in its discretion, shall have the right to determine whether a security alarm constitutes a nuisance. The Management's decision on any such issue shall be considered final.

To prevent disturbances in the Community from

repeated false alarms, Management reserves the right to assess fines at the rate of \$50.00 per violation for false alarms.

Q. OTHER PROHIBITED CONDUCT.

Q.1)

Harassment:

Conduct which threatens, harasses or intimidates others is prohibited.

Q.2)

Fireworks/Firearms/Weapons:

Fireworks are prohibited. Firearms and weapons of any type are not permitted outside of a Resident's home and may not be publicly worn or displayed in the Community or visible through windows. The discharge or display of any firearms or weapons (including but not limited to BB guns, knives, bows and arrows etc.) within the Community, may also be treated as a material and irreparable breach of the Lease Agreement.

Q.3)

Fires:

Barbeques are permitted.

Open fires are NOT permitted in the Community.

R. YARD /ESTATE /GARAGE SALES:

Are not permitted without Managements approval.

S. HOME-SITES, PATIOS & DRIVEWAYS:

Patios and home sites shall not be used for miscellaneous storage. Patios and driveways shall be maintained according to Management's standards. Lawn furniture, bicycles, barbecues, and storage sheds are the only items permitted to be stored outside the mobile home. Residents shall maintain their space in a clean and orderly fashion and care for all plantings, trees and shrubs (except palm trees). Plantings may NOT be removed without Management's approval. Additional planting must be approved in advance to prevent disturbing underground utility lines.

T. UPKEEPING AND MAINTENANCE:

It is the tenant's responsibility to make arrangements for upkeep and maintenance of their mobile home/RV space before leaving on extended periods and notify the Management of such arrangements before leaving. Should a space be in of need care, Resident will receive a notice to this effect and be

given ten (10) days to remedy the situation. After that time, the work may be done, in which case tenant will be charged or the Lease Agreement may be terminated.

U. LANDSCAPING/IMPROVEMENTS: (MOBILE HOMES)

U.1)

Within 30 days after move-in, Resident shall landscape the entire home-site with appropriate landscaping materials (DESERT LANDSCAPING) and a landscape plan approved in advance by the Management including decorative rocks. All rock areas shall be at least 2 inches deep and regularly raked and maintained. All landscaped areas must be leveled. Rocks and flower landscaping in front of unit shall be acceptable. Residents are responsible for maintaining their site.

U.2)

REQUIRED IMPROVEMENTS WITHIN 30 DAYS OF MOVE-IN: (MOBILE HOMES)

Each of the following improvements and items will apply to existing homes, and must be completed prior to occupancy if a home is being moved into the Community, or immediately if an existing home is sold or transferred in place.
(Subject to the requirements)

V. AWINGS SKIRTING AND REQUIREMENTS:

All homes and improvements must comply with all applicable legal requirements as to zoning, construction, materials, installation, maintenance. Residents are responsible for ensuring all necessary permits and inspections are obtained.

V.1)

Skirting and/or Awnings:

All mobile homes are required to have aluminum skirting and awning within thirty (30) days of move-in. All such materials must meet park standards. The entire perimeter of the home must be skirted. Skirting must match the color of the home and be maintained at all times. No additions of any kind may be erected without prior approval from Management. Extensions of the time to install skirting and/or awning may be given by Management for good cause, not to exceed an additional sixty (60) days.

V.2)

Minimum/Maximum Home Size Requirements:

The Park generally permits new or like new homes that are less than TEN (10) years old and are in excellent condition to be moved into the park. Exceptions may be made in certain circumstances. Management reserves the right to inspect and approve any RV or mobile home before it is brought into the Community.

V.3)

Set Up:

Homes must be set up per city and State codes.

V.4)

Steps:

Must be installed at every door to the home and must be constructed of commercial quality fiberglass, concrete, vinyl, wood (only if completely carpeted so that no wood is exposed) or part of a deck constructed with pressure treated materials. Each set of stairs must have a minimum of three steps, each a minimum of three (3) feet wide, and must have at least one hand railing. Management must approve the size, materials and quality of construction in advance.

V.5)

Storage Sheds:

A professionally constructed storage shed constructed with hardboard, aluminum or vinyl siding, and a metal, shingle, or tile roof, may be permitted on each home-site. Sheds must be of commercial quality and design and shall not exceed 120 square feet. The shed color must be white or the same color as the home, and must be kept in good repair. Sheds must be securely anchored.

W. SEWER SYSTEM:

No rags, non-bio degradable or any other improper articles shall be placed into the sewer system. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of Resident, and maybe treated as an additional rent charge.

X. APPROVAL OF MANAGEMENT:

Prior to installing any improvements, Residents must submit the proposed improvement **IN WRITING** to the Management and obtain the written approval of Management. Satellite dishes and video antennas are treated separately herein.

X.1)

Improvements:

“Improvements” shall mean any and all mobile and manufactured homes, recreational vehicles and travel trailers, sheds, buildings, additions, driveways, parking areas, fences, walls, rocks, plants, landscaping, lighting and all other structures and improvements of every type and kind (except for antennas and mini-satellite dishes) including any exterior changes to any home, home-site or paint color.

X.2)

Approval Required:

Improvements, alterations repairs, excavations, remodeling, or other work which in any way alters the exterior appearance of any home or home-site, or the improvements located thereon (including changes of color), shall not be made or done without the prior written approval of Management. The concept and design of all proposed improvements to be performed at any home or home-site must be approved in writing by Management prior to the commencement of any improvement.

X.3)

Revocation of Authorization:

In every instance, Management’s approval of any improvement or alteration is conditional and may subsequently be revoked should any improvement not be properly maintained.

X.4)

Lighting:

All new exterior lighting or modification to existing lighting on the exterior of any home or at any home-site must be approved by Management.

X.5)

Color of Homes and Improvements:

The color of any home, shed or other improvement, including the exterior color scheme and building materials, shall not be altered without the prior written approval of Management.

X.6)

Debris Removal:

Each Resident, when installing or constructing improvements, shall provide a place for the daily collection of trash and debris and must remove such trash and debris on a regular schedule, but not less than weekly. Any rubbish shall only be

placed inside the dumpster. All garbage will be placed in bags and tied before placing in dumpster.

X.7)

Fences:

Except for fences installed by Management, fences on individual home sites are not permitted. (Unless approved by Management)

X.8)

Antennas:

Except as stated in Section X.9 below, exterior antennas are not permitted.

X.9)

Antennas/Satellite Dishes:

Unless Management consents in writing, the Park prohibits all antennas dishes, masts and the like, except for those expressly permitted under the Federal Telecommunications as amended, and the Rules adopted by the Federal Communications Commission, as amended (collectively, the “FCC Rules”). The term “Antenna” as used in this section refers only to those video antennas, dishes, and masts expressly permitted by the FCC Rules.

X.10)

Limit: One (1)

Only a single (one) exterior Antenna is permitted per home-site.

X.11)

Antenna:

Shall be mounted along rear wall of home-site and shall be erected at a reasonable height to receive a signal.

X.12)

Satellites:

Satellites shall be installed according to the instructions of the manufacturer.

**Y. MAINTENANCE/LANDSCAPING/
APPEARANCE/RESTRICTIONS:**

Y.1)

Legal Compliance:

All homes, accessories and improvements shall comply with applicable federal, state, and local statutes and ordinances as to their construction, installation, maintenance and materials. Before occupancy and before utilities are connected, the

home installation must be approved by the applicable governmental inspectors.

Y.2)

Repair and Maintenance:

Each Resident shall maintain, repair, replace and restore, at their expense, all portions of their home improvements and home-site which should fall into disrepair.

Y.3)

Tools, Sports Equipment, Bikes and Recreational:

Equipment and tools shall be stored indoors or in a storage shed. Sports equipment, bikes and recreational equipment may be kept on driveway if you have a roll down shade or screen.

Z. Landscaping and Maintenance:

Z.1)

Residents are responsible for all property maintenance at their home-site. Before digging up a lot or planting trees, it is necessary to obtain prior approval. No existing tree or plant may be removed without Managements prior written approval.

Z.2)

All home sites must be kept clean, neat, and free of weeds, unsightly debris, trash, etc. No rubbish, debris, rocks, or landscape materials shall be placed or allowed to accumulate on the street/roadway adjacent to any homesite.

Z.3)

During planned absences, arrangements must be made by Resident for the care of Resident's home and home-site. Resident must provide to the Management a contact name and number of the company hired to maintain their home and space. If a Resident does not hire a company to keep their home and space maintained, the Management will provide this service for US\$25.00 an hour plus all material and actual costs incurred.

Z.4)

Rock or desert landscaping shall be raked regularly and kept free of weeds and debris. Shrubs, vines, trees, etc., cannot interfere with traffic flow or brush against adjoining homes or structures.

Z.5)

Residents are to construct wells around trees to enable summer watering. It is recommended that on the 1st and 15th of each month, trees should be drip/deep watered slowly approximately 8-10 hours. Any Resident found not to be maintaining the vegetation on their site will be charged a fee by Management to provide the same. If vegetation is replaced due to loss resulting from Resident's neglect, the Resident will be assessed all actual cost for replacement of the same. If Management must provide any maintenance services for a tenant for any reason, the Management will bill the tenant US\$25.00 an hour plus all other cost incurred. Any changes to the landscaping must be approved, in writing, by Management.

AA. Self-Help:

In the event Resident fails to maintain their home, home-site, landscaping, skirting, utility delivery equipment or improvements associated therewith, Management may give Resident notice of a material breach of the Lease Agreement and terminate Resident's tenancy if not timely cured in addition to any other remedy of Management. If Resident fails to timely cure such material breach or fails to immediately cure a condition that constitutes an emergency, Management and its agents or independent contractors may, at Management's sole option, perform the necessary repairs, improvements or maintenance, or disconnect the offending utility service, and the Management shall bill the Resident for all such charges, including reasonable administrative overhead of not less than \$100.00 plus all related costs, all of which shall be classified as additional rent. Management shall have the right to enter and inspect Resident's home-site (but not Resident's home) at reasonable times and upon appropriate notice.

BB. Signs:

Residents shall only be permitted a professional quality "For Sale" sign no larger than 12" x 18" placed in front windows.

CC. Security Sign Exception:

Each home-site may place a single neighborhood watch or similar sign on their home-site and no more than one additional security-related sign not

exceeding 8-1/2 inches by 11 inches in size. All such signs must be of professional quality, maintained in new condition and must not create blight or nuisance.

DD. Windows:

Broken windows and screens must be immediately repaired. Only commercial manufactured window coverings may be installed in any home. Sheets, blankets, towels, cardboard, plastic, wood and the like, as well as aluminum foil tin foil, and other highly reflective materials are not permitted in the windows of any home.

EE. Window Air Conditioners:

Window air conditioners are permitted. A/C must be securely affixed by Resident. Any such units must be braced from the side of the home in a neat, safe, and visually pleasing manner.

FF. UTILITIES/CABLES:

FF.1)

Digging:

The Community contains extensive underground utility facilities. All work on utility lines or connections must be performed by the respective utility providers. Management approval must be obtained prior to any digging in the Community.

FF.2)

Conduits/Cables:

Except as specified for mini-satellite dishes and video antennas separately addressed herein, all lines, wires, or other devices for the communication or transmission of electric current, power or any other signals or transmissions, including telephone, radio signals, internet and the like, shall not be erected, placed or maintained anywhere in or upon a home-site unless provided by Management or approved in writing by Management, in which event such items shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures.

FF.3)

No Extension Cords:

No extension cords may be run to sheds, vehicles or other homes/lots. All sheds shall have no permanent electric unless approved by Management.

FF.4)

Utility Maintenance/Expenses.:

It is the Resident responsibility to pay for and maintain all wires, pipes, breakers, gas lines, sewer lines or other utility delivery equipment from the point of delivery of the applicable utility, or, if such utility serviced is provided by Management, from the point of entry to the homesite and/or the Resident's side of the meter, whichever is closer to Resident's home.

GG. MACHINERY AND EQUIPMENT:

Unless prior written approval is first obtained from the Management, no machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any home-site except such machinery and equipment as is usual and customary in connection with the use, maintenance or construction of a residence or other improvements and except that which Management may require for operation and maintenance of the community.

HH. PETS/ANIMALS:

HH.1)

Stray Animals:

Management is not responsible for stray animals. Residents may turn in strays to the humane society. Feeding stray animals could result in a \$50.00 fine per occurrence.

HH.2)

All Pets:

MUST be register at Management Office.

HH.3)

Visiting Pets:

Are permitted for a maximum of seven (7) days per calendar year and must be registered with Management office.

HH.4)

House pets:

(Must be inside residence only) may be allowed. A maximum of two (2) pets (80 lbs or less). Pet must be pre-approved in writing by the Management Office and approval is at the sole discretion of the Management. Prohibited breeds are Pit Bulls, Dobermans, Rottweiler's, Chows and any animal with a mix thereof, and any animal that Management in its sole discretion determines is a dangerous breed.

HH.5)
Resident must show proof of Homeowners Insurance with pet listed on policy.

HH.6)
All pets are required to have LICENSES, TAGS, VACCINATIONS & REGISTRATIONS that are required by the state, county, city & etc.

HH.7)
Theses must be renewed if required and a copy supplied to the manager's office which will be placed in your file.

HH.8)
If required for identification purposes, resident is requested to provide a recent animal photograph, as well as information about size and age of the animal to Management.

HH.9)
The pet remains the resident's responsibility at all times.

HH.10)
The pet must be kept within the home at all times except when on a leash and accompanied by a resident to sit on the porch.

HH.11)
Pet droppings must be picked up immediately. If not removed, and found, a \$50.00 dollar fine for every occurrence will be added to the Resident's next statement. (Occurrences will be defined as each deposit your pet makes).

HH.12)
Pet runs are not allowed on any resident's lot.

HH.13)
If the second warning notices are ignored on the pet complaint, pet owners will be charged a \$50.00 fine.

HH.14)
Pets must remain on a leash at all times and walked only in designated pet areas. Designated Pet Area is located at the back gate entrance of the park. A key may be obtained from the Council for a \$5.00 deposit.

HH.15)

Pets cannot be vicious, dangerous or create a nuisance if it interferes with the peaceful use of Residents enjoyment, of the premises. If the pet becomes aggressive in any manner towards humans or other animals, the pet will have to be removed by owner immediately from the park.

HH.16)
Resident indemnifies Management, Deserama Essential Group, LLC from all harm and damage resulting from any incident, that involves a Resident's pet.

II. ASSISTANCE ANIMALS:

II.1) The Community does not discriminate against any person(s) with disabilities or impairments. This policy applies to assistance animals that would otherwise not meet the animal restrictions as stated in the Lease Agreement and/or the Rules and Regulations. The remaining animal restrictions are contained in the Lease Agreement and the Rules and Regulations continue to apply.

II.2) Resident must provide a written statement from a competent healthcare provider. The statement must indicate that the Resident has an impairment and must state the type of assistance that an animal can provide to the Resident in relation to the impairment (in other words, the assistance provided by the animal must relate to the impairment). Resident may have to update proof requiring an assistance animal on a reasonable basis.

II.3) If the foregoing healthcare statement requires that the assistance animal have specialized training, Management may request confirmation of the assistance animal's training and/or certification of proof of the animal's ability thereof.

II.4) Assistance animals cannot be vicious, dangerous or create a nuisance that interferes with the peaceful use of Resident's enjoyment, of the premises.

II.5) 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;

1.) A renewed written statement from a competent healthcare provider confirming the Resident's impairment continues to exist; and/or

- 2.) Confirmation of the type of assistance that can be provided by a trained animal; and/or
- 3.) Confirmation of the animal's ability to perform designated service.

II.6) Dogs and Cats must be licensed with the applicable government authorities.

II.7) No pet charge for assistance animals.

II.8) Management reserves the right to make special accommodations based on the needs of its Residents with disabilities or impairments.

JJ. GARBAGE, REFUSE, CHEMICALS AND HAZARDOUS MATERIALS:

JJ.1) Flammable or combustible liquids, gasses, or solids, or hazardous materials of any nature shall not be transported through or stored in the community.

JJ.2) Oils, fluids, chemicals or any other toxic that are environmentally sensitive items shall not be disposed of in the Community and must be disposed of in a proper manner and in accordance with applicable environmental laws. All such substances are prohibited in the Community's dumpster and refuse containers.

JJ.3) All garbage and refuse must be placed in sealed plastic bags and deposited in the refuse containers. All boxes and cartons must be flattened. No refuse is to be placed outside of refuse containers.

JJ.4) Outside garbage cans on individual home-sites, will be stored in the back side area or the home-site (i.e., not visible from the street) and must be covered, secured, and not create a nuisance.

JJ.5) Due to health and safety reasons, all persons are prohibited from sorting through refuse containers. The removal of any items from refuse containers or dumpsters is strictly prohibited.

KK. RECREATIONAL, LAUNDRY AND COMMON AREAS IN GENERAL:

KK.1) **USE:** Unless otherwise permitted in these Rules, SMOKING and ALCOHOL is prohibited at the clubhouse, laundry area, and common areas, except in designated smoking areas. All common areas, recreational areas and common facilities are for the use and enjoyment of Residents and their registered Guests and Visitors. All Guests and Visitors using the common areas, facilities, or recreational areas must be registered with the Park Office and must be accompanied by a host Resident. Residents are responsible for their Guests and Visitors. Management reserves the right to limit or restrict the use of any facilities or areas.

LL. LAUNDRY:

LL.1) Washers and dryers are permitted in your home. Washers and dryers cannot be stored outside of home. If they are found outside of the home, they will be removed from the property IMMEDIATELY by the Management at the homeowner's expense.

LL.2) Washers and dryers are provided by a contract service company for the use of our Residents. The Management is NOT responsible for damage caused by the use of the laundry equipment and does NOT reimburse users should the equipment malfunction. Should you have a problem with the operation of the machines, there is a number to contact for service that is posted in the laundry room.

LL.3) The Community laundry facility is for use by Residents and the registered Guests only.

LL.4) Except for any clothes drying facilities provided by the Park, outside clothes lines are not permitted at your homes. All wash must be hung in the drying area provided.

LL.5) Management reserves the right to establish laundry facility hours of operation, as posted.

LL.6) Please follow all posted laundry room signs,

LL.7) Please clean machines inside and out after each use.

LL.8) Please leave the lids open on washers/dryers. Clean the lint screen after each use.

LL.9) Smoking is prohibited in laundry facilities.

MM. CLUBHOUSE / RECREATION BUILDING

MM.1) Smoking and alcohol is prohibited in the clubhouse.

MM.2) Appropriate attire is required, including, but not limited to shoes and shirts. Swimwear and wet clothing are not permitted.

MM.3) Clubhouse hours are presently 9:00 am to 10:00 pm unless otherwise posted.

MM.4) Private parties and gatherings are permitted with approval of Management. A \$200.00 refundable security deposit and a \$50.00 recreational fee are required.

MM.5) Any clubhouse user is responsible for cleaning up after their activity. In the event the clubhouse is not returned clean, the user shall be charged a reasonable cleaning fee.

MM.6) All Residents are expected to maintain the kitchen area and kitchen equipment with care. All rules for operation are to be strictly followed to ensure your safety and restoration to the same condition it was received. The Management and its agents make NO representations about the suitability of the kitchen for any purpose and the user agrees to hold the Management and its representatives harmless from all liabilities and negligence or any type.

NN. BILLIARD FACILITIES:

NN.1) The billiard facilities may be used only by Residents and their registered guests and visitors. All guests and visitors must be accompanied by their host Resident. The facilities must be left in good condition, with all equipment returned to its proper location. Please rack balls and brush table after using. Resident is responsible for damages. Sitting on tables is not permitted. Proper attire is required. Swimwear and wet clothing are not permitted. No food or beverages allowed. Limit of three (3) games

or thirty (30) minutes of play, whichever is less, if others are waiting.

OO. SWIMMING POOL:

The Park is concerned, about the health/safety of all persons using the swimming pool facilities and therefore, any violation of the rules may result in a suspension of pool privileges and may also be treated as a material violation of Residents Lease Agreement.

OO.1) NO lifeguard is on duty. NO diving or running.

OO.2) Everyone using the pool must take a shower prior to entering the pool to cleanse off.

OO.3) Everyone must observe all posted signs.

OO.4) Pool hours are presently 10:00 am to 10:00 pm, or as posted. Pool may be closed additional hours for maintenance.

OO.5) For safety reasons minors must be accompanied by an adult.

OO.6) Appropriate swimming attire is required. Shorts and cut off pants are not permitted. Swim caps must be worn by people with longer hair.

OO.7) The swimming pool is for use by Residents, occupants and their registered Guests and visitors. All guests and visitors must be accompanied by their host Resident when using the pool facilities. The Park reserves the right to limit the number of guests or visitors using the pool facilities.

OO.8) The following types of items are prohibited in the pool area: food, glass containers of any type, pins, earrings, and other jewelry.

OO.9) Inner tubes, rafts, mattresses and other floating recreational devices must be removed from the pool when not in use, if causing a nuisance, or if there is a large crowd using the pool area.

OO.10)
Running, diving, loud noises, boisterous and dangerous conduct is prohibited in the pool area.

OO.11)
For health reasons, children who are not toilet-trained are not allowed in the pool.
(NO diapers please)

PP. SALE OR TRANSFER OF HOMES: (MH)

If a home owner desires to sell or transfer ownership of their home in place, contemplating that the home will remain in the Community after the transaction, the prospective buyer/transferee must first apply for tenancy, pay a \$45.00/person application fee and be approved for tenancy, which shall be conditioned upon full compliance with the terms of these Rules. The owner and buyer/transferee must comply with all the terms from the Rules pertaining to the home.

Violation.

The sale or transfer of a home in the Community in violation of these Rules shall be deemed a material breach and will require that the home be removed.

QQ. Removal or required improvements upon Sale or Transfer of Ownership.

Prior to the sale, transfer or change of ownership of any home in the community, and if the prospective owner desires for the home to remain in the Community, Management may require that certain repairs or improvements be performed to the home or home-site as a condition to the home remaining, including but not limited to:

Violation.

The sale or transfer of a home in the Community in violation of these Rules shall be deemed a material breach and will require that the home be removed.

QQ.1)
The improvements are in the Park's Rules and Regulations, Statement of Policy, Lease Agreement and any other documents that are existence at the time.

QQ.2)
The improvements that are necessary to make a home compatible with the other homes in the Community.

QQ.3)
Bringing the home up to fire safety, HUD, and Governmental standards, that are in existence at the time.

QQ.4)
Bringing the home up to the Community's current standards that is in existence at that time in order to preserve and/or upgrade the appearance, safety and quality of the home or home-site.

QQ.5)
Seller and buyer/transferee must contact Management to schedule an inspection of the home to determine whether Management will require any items to be repaired, replaced or upgraded. Management's cursory inspection is for the sole benefit of the Park and shall not serve as any representation or warranty as to the safety, condition or adequacy of the home or home site. Owner/Buyer/Transferee should obtain their own independent inspection.

RR. Removal of Non-Conforming Homes: (MH)

Upon the sale, transfer or change of ownership of a home, Management reserves the right to require that a home be removed from the Community within sixty (60) days after the sale or transfer of the home:

RR.1)
If not compatible with the homes in the Park's Community.

RR.2)
If it does not meet the Community's policy that is in existence at that time of preserving or up-grading the Community.

RR.3)
Has not had the improvements required by Management performed.

RR.4)
The home owner has not satisfied all the other conditions under these Rules pertaining to the sale or transfer of the home

****INSTALLATION AND REMOVAL OF HOMES***

****Deserama has First Right of Refusal to Purchase All Homes on the Property****

1. A home may not be brought into the community without Management's written consent or removed from the Resident's homesite without a signed written agreement from the Management showing clearance for removal and that all monies due and owing are paid in full, or any other agreement between the Resident and the Management authorizing installation or removal. Residents must use a licensed mobile or manufactured home mover that is insured and approved in advance by Management. All movers must contact the Management at least seven (7) business days prior to any anticipated move-in and obtain the Management's written authorization for the move. All park move outs must give a 30 day prior written notice. Management has the right to coordinate the moving dates and times and to reject and exclude from the Community any mover that does not cooperate with Management or which Management deems to be not qualified or not responsible, in Management's sole discretion. Resident is responsible for damages caused by their home mover. Management may require Resident or the owner/transferee of the home to temporarily post a clean-up deposit, equal to the amount of money Management deems reasonable required to clean up and restore the home-site which include removal of all necessary structures such as sheds, awnings, carports, fences Arizona rooms and the like, including concrete, asphalt, rock, irrigation systems, shrubbery, foliage must also be removed unless the park agrees in writing. The space must be left clean, free from trash, building materials and construction debris. All holes and depressions must be filled in. The space must be graded and leveled and approximately the same level as adjoining lots. If fill dirt is necessary, Resident is responsible to supply clean fill dirt. Should the Resident or the Owner/Transferee of the home fail to do so immediately upon move-out, the deposit may be applied to any necessary clean up expenses.

2. Deposit of \$1000.00 will be made at:
Wells Fargo Bank in Mesa, AZ in the name of
Deserama Essential Group LLC

Escrow account must be opened 30 days prior to the scheduled move out of the home.

3. Deserama Essential Group LLC will have 30 days from the date of move-out off the property to bring the vacated space up to all the standards deemed necessary by the city, state, federal government's

laws/standards/requirements/etc. and RV industry and Deserama standards, etc. All cost associated with the space will be drawn from the escrow account. All funds remaining in the escrow account after all upgrades made to the electric, sewer, water, landscaping, pad replacement and or removal and any other grades required will be returned to the former tenant once all bills have been paid.

QQ. NEW UNITS (MH)

If you are bringing a new mobile home into the park, you must check with the Management before buying. Management must prepare a site plan for you to present to the city for a permit. Nothing older ten years will be accepted without Management approval.

RR. HUD PARAMETERS FOR SENIOR PARK:

A senior park designation means that 80 percent of the residents are 55 years of age or older – the remaining 20 percent is determined by Management. The minimum age shall be 40 years old. Does not apply to Grandfathered Residents in question.

SS. RENEWALS:

If your unit is a permanent one, your rent is due on the first day of the month. Any bill that is paid over five (5) days after due date will accrue on the 6th day a \$30.00 late fee and then \$5.00 per day fee until paid in full. If you plan to remove a unit from our park and fail to give Management a 30 day notice, there will be a fee of one months rent due before the unit is removed. All rates are based on two people per space, adults only. Check out time for all units leaving the park is 11 a.m.

TT. ACTIVITIES:

DESERAMA activities are for DESERAMA residents and their paid guests only. Any exception to this rule will be posted in advance.

TT.1)

Street Activities

Recreational activities are not allowed on the streets in the Community, unless activity is organized by DESERAMA Activity Director.

UU. MAIL NOTICES:

Mail will not be delivered to a box without a specific site number on the mail. Please notify your correspondents of your space number on all mail sent to you. Deserama will not be responsible for any mistakes. Please arrange for your mail to be forwarded with the postal service. Any Guest visiting and receiving mail here must have name and space number of Resident they are visiting on all incoming mail.

VV. SHOWERS:

Showers are located at the back building behind the Club House. Showers usage is intended for paying RV/Residents.

WW. LOST AND FOUND:

Our lost and found department is located in the Managers Office. If you find anything, please turn it in there.

XX. COMPUTER ROOM:

A computer room has been set up for the Residents that have a lap top computer. You will have access to the wireless internet that has been supplied for your use with no cost to you. If equipment is misused or abused, equipment may not be able to be replaced. Normal maintenance would be covered by the Maintenance Agreement.

YY. MANAGEMENT AND/OR ITS AGENTS:

Shall resume control of space and assign to another before expiration of rent with no refund to tenant, if tenant:

1. Fails to register and pay for their guests.
2. Leaves the park after notifying the office they will not be returning.
3. Harboring a pet illegally.

Breaking or disregarding park rules written, printed, painted or verbally attested to by the Management or its agents, troublemakers, constant complainers. You are not allowed to remove, take down, or destroy, or change anything that belongs to the Park or that is on Park Property. The Management of DESERAMA will NOT BE RESPONSIBLE for taking care of RVS left on lots.

ZZ. LEGAL AND RELATED MATTERS

Community Name:

The Community name and/or its address shall not be used for purposes of advertising the sale of automobiles, recreational vehicles, homes or any other types of property without Management's written approval.

Modifications:

Management reserves the right to revise, add, delete or otherwise modify these Rules from time to time, in accordance with the law, as is necessary to advance the best interest of the Community, Owner and Management.

No Waiver:

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 shall not be construed as a waiver or relinquishment of any rights to enforce the Rules.

Resident Responsibility for the Conduct of Others:

Damage or injuries within the Community caused by Resident, Occupants, Guests, Visitors, or invitees of Resident will be the responsibility of the Resident.

Additional Rules:

All signs, notices or directives that are posted in the Community are made a part of these Rules and incorporated herein by this reference.

Headings:

The section headings and titles contained in these rules are for the purposes of convenience and reference only, and do not limit or define the scope of coverage under these rules.

Severability:

Invalidation of any one or more of these rules by a tribunal of competent jurisdiction shall in no way affect any other provisions, which shall remain in full force and effect.

AAA. LEASE AGREEMENT:

A Lease Agreement is available for all Residents staying in the park over 180 days, anyone who meets the length of stay criteria may request or may be requested by the Management to enter into this written agreement. Any Resident who wishes to see a copy may see one at the Management Office.

BBB. CAREGIVERS:

A Resident may have one person at LEAST 18 YEARS OF AGE occupy the Resident's mobile on a temporary basis to provide necessary live-in health care to the Resident pursuant to a written treatment plan prepared by the resident's physician.

DISCLOSURES:

**DESERAMA
2434 East Main Street
Mesa AZ 85213**

**1. The name & address of the Community
Manager is:**

**Essential Group Management, LLC
4913 Trillium Lane
Edina MN 55435**

**2. The name & address of the Community
Owner is:**

**Deserama Essential Group, LLC
4913 Trillium Lane
Edina MN 55435**

**3. The name & address of the person authorized
to receive service of process and for the purpose
of receiving and providing receipt of notice and
demands is:**

**National Registered Agents, Inc.
638 North 5th Avenue
Phoenix AZ 85003**

4. Emergency number:

(480) 964-8850

**5. The current property manager is identified in
the signature block at the end of the rules:**

AGREEMENTS:

**The Lease Agreement clearly defines the limits
of the Management and its Agent’s liability to
Residents for loss, injury or damage to person or
property caused by accident, fire, theft or
otherwise which was not caused by Management
negligence.**

**The Management reserves the right to change or
amend any part of these Rules and Regulations
by Addendum and with proper written notice.**

**It is the responsibility of each Resident to become
familiar with the Rules and Regulations/State-
ment of Policy and abide by them.**

**I acknowledge by my signature that I
understand the terms, conditions and obligations
of these Rules and Regulations and agree to
abide by the same.**

LANDLORD/AGENT:

Manager Representative

RESIDENT:

Print Name

Signature

Signature

Date

Space # Date