

MONTE VISTA MOBILE HOME PARK  
RULES AND REGULATIONS

THE RULES AND REGULATIONS hereinafter set forth are placed in force and effect to provide each resident with a set of minimum standards of responsibility, conduct and respect for the Park and its property and for other residents of the Park. These Rules and Regulations are an integral part of the Lease Agreement between the parties but are valid whether or not a Lease Agreement is executed.

1. DEFINITIONS.

- (a) Landlord. Landlord shall mean Lessor as defined in the Lease Agreement and herein may also include any authorized agent of Lessor.
- (b) Manager. Manager shall mean the manager of Monte Vista Mobile Home Park, LLC located at lot #302, the manager(s) may change at any time without advance notice of any kind to Residents.
- (c) The Park or the Mobile Home Park. The Park or the Mobile Home Park shall mean Monte Vista Mobile Home Park 3800 South 1900 West, Roy, Utah 84067.
- (d) Resident. Resident shall mean every individual in the Park, and as applicable may include invited guests or visitors of Resident.
- (e) Mobile Home. Mobile Home shall mean the Mobile Home identified in the Resident's Lease Agreement.
- (f) Premises. Premises shall mean the mobile home space and the Mobile Home identified in the Resident's Lease Agreement.

2. COMPLIANCE WITH LAWS, WITH THE RULES AND REGULATIONS AND WITH THE RENTAL AGREEMENT.

- (a) It shall be deemed a violation of the Rules and Regulations of this Community for Resident to be in violation of any of the requirements of Utah law with regard to Resident's use of the Premises or the Manufactured Home. It shall be further deemed a violation of the Rules and Regulations for Resident to be in violation of any of the provisions of Resident's Lease Agreement.

3. OCCUPANCY.

- (a) Any person applying for admittance as a Resident or any occupant of the Park over the age of eighteen (18) must fill out an Application for Residency and be interviewed by the Manager. All prospective residents must be approved by the Manager and must sign the Lease prior to taking possession of a Mobile Home currently in the Park or moving a Mobile Home into the Park.
- (b) The Premises must be occupied by the owners of the Mobile Home and cannot be sublet or otherwise leased to anyone who is not the owner of the Mobile Home without the express written consent of Landlord.
- (c) Any guest or visitor over eighteen (18) years or older of Resident may not stay more than seven (7) consecutive days or fourteen (14) days in any year in the Premises without written permission from the Landlord or Manager.

4. MATTERS OF CONDUCT

- (a) No disturbing or loud noises or conduct will be permitted at any time, especially between the hours of 10:00 p.m. and 8:00 a.m. This prohibition includes, but is not limited to, the excessively loud playing of any musical instruments, radio, television, or record player.
- (b) Disorderly conduct of any kind, drunkenness, or the creating of a nuisance or disturbance of any nature will be cause for eviction and the decision to evict will be at the sole discretion of Landlord or Manager.
- (c) Trespassing through any other Resident's space is prohibited.
- (d) No commercial enterprises of any kind will be permitted within the Park.

5. PETS

- (a) House pets are permitted only with prior written permission of the Manager or Landlord. A pet must not be allowed to run loose but must be kept on a leash whenever outside the Mobile Home. It may not be kenneled outside and barking or loud noises will not be tolerated. Owners are responsible for their animals' waste and must prevent their pets from using any trees, shrubs or flowers within the Park for their disposal of such waste.
- (b) Landlord or Manager must be provided a photograph of the pet and proof of current vaccinations.
- (c) Residents are solely and totally responsible for the behavior of their pet. Noisy, unruly, or dangerous pets will not be allowed to remain in the Park.
- (d) Monte Vista Mobile Home Park, LLC disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents or their guest, except for Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

## 6. YOUR HOME AND ITS EQUIPMENT

- (a) Resident must comply with any and all state, county and city laws and ordinances.
- (b) Each Mobile Home must have its space number on the front and, if desired, also may have Lessee's name. Each Mobile Home must be kept in a state of good repair. Pre-finished metal skirting must be installed within forty-five (45) days of moving into the Park. Tongues must be removed or skirted. One metal prefinished patio cover is required. Steps and porch deck must be skirted to match the Mobile Home. Materials and plans must be pre-approved by Landlord or Manager before installation.
- (c) Resident is allowed a shed, but prior to the installation of any shed it must first be approved by Landlord or Manager in writing at the Landlord's sole discretion. No more than one metal or wood storage shed 10' x 14' will be allowed on each lot and its height is limited to 8'. Shed must be in well-maintained condition.
- (d) No foreign object other than TV antenna may be placed on the roof of your home. Height of TV antenna is limited to 3' above the home.
- (e) Air conditions, swamp coolers, or any other cooling units shall not be placed in a window or upon a stand which is visible from the street. Prior to the installation of any new unit, the Resident must receive written permission from the Landlord or Manager which the Landlord or Manager may grant at its sole discretion. All units must be installed by a licensed professional.
- (f) Residents are required to trim, water, care for, and control the growth of all plants, trees, and shrubs in or around their Premises. Resident agrees to eliminate weeds, cut and trim grass/lawn whenever the same is necessary to preserve its neat and trimmed appearance and/or to avoid fire or other health or safety hazards.
- (g) No digging in yard can be done except with the prior written consent of Landlord in its sole and absolute discretion, inasmuch as damage can occur to utility lines or pipes. Notwithstanding Landlord's approval, any damage caused to the property of the Landlord, other Residents, and Guests or otherwise shall be the sole responsibility of Resident.
- (h) Storage of furniture outside of the Mobile Home, except for outside "patio furniture," is prohibited. Storage of tools, appliances, toys, etc. is not allowed outside the home, unless stored in an approved storage shed.
- (i) Each Lessee is responsible for connections of utilities to their Mobile Home. All water lines must be winterized and heat tapes plugged in by October 1st of each year. Water must never be left running to prevent freezing. Each Lessee is required to make their own contracts for gas, electricity, and telephone (and any other utilities), subject to the terms and conditions of the Lease Agreement.

## 7. MOTOR VEHICLES

- (a) Maximum motor vehicle speed within the Park is ten (10) miles per hour. Pleasure driving of motor bikes or motorcycles within the Park is prohibited.
- (b) At Landlord or Manager's option, a storage area may be provided for a minimum rental fee or trailers, boats and campers and they must be stored in this area when not in use. They may be parked in a Mobile Home's driveway only for loading, unloading and cleaning for a maximum of three (3) days prior to departure and a maximum of three (3) days upon return.

- (c) Overhauling of motor vehicles is prohibited within the Park. Minor repairs are allowed only in the storage area after obtaining prior approval from Landlord or Manager.
- (d) Any Resident with more than two (2) cars may park one of them in a guest parking space, but, the vehicle must be used on a weekly basis.
- (e) Parking is required in individual parking spaces and not in the streets. Guests will be permitted to park in the street while visiting only and, then, only for temporary periods. Overnight guests may park in off-street parking areas within the Mobile Home Park. Notwithstanding the foregoing, absolutely no overnight parking will be permitted in the streets.

#### 8. LANDSCAPING AND MAINTENANCE

- (a) Lawn planting and landscaping about each Mobile Home must be completed within sixty (60) days after occupancy (weather permitting). Lawn seed will be furnished without charge. Landscaping plans must be reviewed with the Manager or Landlord before any planting or landscaping is undertaken.
- (b) All Premises must be maintained in a clean, neat and orderly manner.
- (c) Each Resident is responsible for the upkeep of the lawn for each Premises, including without limitation watering, cutting, trimming, etc. If a Resident does not use reasonable diligence and care in this regard, Landlord or the Manager may take over these maintenance chores and subject to Utah Code 57-16-1 et seq., may charge Resident the reasonable cost of this work, which Resident must pay as additional rent.
- (d) Water sprinklers or hoses must never be left running to the point of wastefulness.
- (e) Culinary water must not be used for landscape watering. A secondary water system is provided for this purpose.
- (f) Each Lessee is prohibited from constructing fences or enclosures of any kind. Clothes lines are limited to the umbrella type and must be down when not in use.

#### 9. GARBAGE

- (a) Plastic garbage bags must be placed inside garbage containers so they can be removed and placed in front of each Premises, near the sidewalk in front of each Mobile Home, prior to collection. The garbage containers themselves must never leave their place either at the rear of your home or inside your shed.

#### 10. RESPONSIBILITY FOR ALL LESSEE/RESIDENTS/GUESTS

- (a) Each Resident must inform and instruct anyone, including invitees, residents and guests, staying in a Mobile Home of all of these Rules and Regulations (and, as applicable, the terms and conditions of the Lease Agreement). The Resident will be responsible for the conduct of all invitees, residents and guests. Anyone staying at the Mobile Home must be quiet and orderly and, further, not be allowed to play or loiter in the street, on other residents' property, or on vacant spaces, or do anything which might be cause for complaint.
- (b) Resident is responsible for the actions and whereabouts of all persons residing and/or visiting them. Landlord will not be liable for injury to residents or other guests, or damage done by them, whether arising in connection with a violation of these Rules and Regulations or otherwise, and Resident shall, and hereby agrees to, indemnify, defend and hold harmless Landlord from and against any costs, expenses, losses, damages, actions, obligations, and liabilities of any kind or nature therefor, whether the resident or guest is underage of reckoning or not and whether any such matters were known or foreseeable, including expenses and attorneys' fees in defending any claim or action against Landlord on account of any such cost, expense, loss, damage, action, obligation, liability, injury, or alleged injury.
- (c) Guest shall mean anyone residing or visiting with a resident for fourteen (14) days or less. If any person not on the lease resides in or occupies a mobile home for more than fourteen (14) days, such person shall be considered a trespasser and must then apply for residency or both that person and the resident will be subject to eviction proceedings.

#### 11. MISCELLANEOUS RULES AND REGULATIONS.

- (a) Any complaint that a Resident has either against another Resident or against Landlord or Manager shall be set forth in writing, with a copy delivered to the Manager.
- (b) Resident hereby agrees to indemnify, defend and hold harmless the Landlord from any claims, loss, damage, injury, or breach of contract of whatsoever kind or nature resulting from the actions or failure to act by Resident or Resident's agents, employees, family members or guests, including reasonable attorney's fees necessary to defend any action, brought by any party or entity against Landlord as a result of the actions or failure to act as provided herein.
- (c) Lot Rent, utilities, or any other payment to Landlord may not be paid in cash. If a Resident fails to pay rent timely in any month or a Resident's payment bounces or otherwise has insufficient funds, Resident must pay their rent for the next twelve (12) months by certified funds or as otherwise permitted by the Manager in writing.
- (d) A service charge of \$20.00 will be imposed on all rent checks returned for insufficient funds or at the maximum rate allowable under Utah law.
- (e) An additional fee will be charged for a late payment of rent in the amount of \$30.00 for the payment after the 5th day of each month and an additional \$30.00 for payment after the 10th day of the month. The late fees may amended at Management's option by giving Lessee sixty (60) days written notice via US Mail First Class.
- (f) The waiver by the Landlord of, or failure of the Landlord to take action in respect of any breach of a term, covenant or condition contained herein or in the Lease Agreement shall not in any way sanction any subsequent breach or violation. The subsequent acceptance of rent by the Landlord shall not be a waiver of any proceeding, breach of these Rules and Regulations or of the Lease Agreement by Resident.
- (g) In any action or proceeding to enforce the Lease Agreement or the Rules and Regulations for Residents of Rental Units, or in any action or proceeding in which Landlord defends against any claim or charge by Resident, the prevailing party shall be awarded its reasonable attorney fees, costs and expenses. If a collection agency is hired to recover any amounts due to the Landlord by Resident, then reasonable collection costs, including attorneys' fees, shall be awarded to the prevailing party. The prevailing party in any appeal shall also be awarded its attorneys' fees, costs and expenses incurred in those proceedings. If Resident lodges any complaint with any governmental, quasi-governmental or other agency with jurisdiction over the Premises for which a response from Landlord is required, requested, permitted, or advisable, the prevailing party shall be awarded its attorneys' fees, costs and expenses. Landlord's attorneys' fees, costs and expenses are due and payable by Resident as additional Rent.
- (h) Each provision of these Rules and Regulations is separate, distinct and individually enforceable. In the event any provision is declared to be unlawful or unenforceable, the validity of all other provisions shall not be affected.
- (i) Notice required to be given to either party to these Rules and Regulations shall be given in accordance with Utah law, or as is otherwise specified in this agreement or in the Lease Agreement.
- (j) The requirements of the Lease Agreement are understood and agreed to be an integral part of these Rules and Regulations (as the same Rules and Regulations may be modified or amended from time to time) and are incorporated herein by this reference.
- (k) Whenever these Rules and Regulations call for the approval or consent of the Landlord or Manager, approval must be in writing and may be withheld in the sole and absolute discretion of Landlord and/or Community.
- (l) All applicants for residency in the Park must make written application with and receive written approval from the Community prior to moving into the community, they must provide suitable references from previous manufactured home community operators or landlords, they must demonstrate creditworthiness, and must exhibit the financial capability to pay rent, utilities, and other fees in addition to other financial obligations. In addition to rejection for failure to satisfy any one of the above criteria, any application may be rejected or terminated because of an applicant's materially false or misleading statements or omissions made to the Community, or because the applicant fails to meet the minimum standards of credit-worthiness or criminal background checks.

## 12. AMENDMENT OF RULES AND REGULATIONS.

(a) The Rules and Regulations of the Park, taken together with the Lease Agreement constitute the entire agreement between the parties regarding the rental of space in the Community. Landlord may unilaterally amend these Rules and Regulations upon such notice and in such a manner as is required by Utah law at the time of such amendment. Any other changes, exceptions or amendments to the Rules and Regulations or Lease Agreement shall be made in writing and signed by Landlord.

**I/WE ACKNOWLEDGE HAVING READ, AND AGREE TO THE ABOVE RULES AND REGULATIONS AS WELL AS THE LEASE AGREEMENT.**

**I/WE ACKNOWLEDGE HAVING INSPECTED THE LEASED MANUFACTURED HOME AND MANUFACTURED HOME SPACE, THE COMMUNITY, THE COMMUNITY'S FACILITIES, AND FIND THEM TO BE ACCEPTABLE AND IN GOOD ORDER AND REPAIR. WE FURTHER HAVE INSPECTED THE SURROUNDING AREA AND FIND IT ACCEPTABLE.**

**RESIDENT(S) HEREBY ACKNOWLEDGES RECEIPT OF THESE RULES AND REGULATIONS, AND THE RENTAL AGREEMENT. EXCEPT AS OTHERWISE LIMITED WITH RESPECT TO ASSIGNMENTS AND SUBLETTING, THESE RULES AND REGULATIONS SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS, ASSIGNS AND SUCCESSORS IN INTEREST.**

**I/WE ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, OR OTHER WARRANTIES HAVE BEEN MADE BY LANDLORD OR ANYONE ELSE THAT ARE NOT CONTAINED HEREIN.**

MONTE VISTA MOBILE HOME PARK, LLC DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, FAMILIAL STATUS OR HANDICAP.

Acknowledged by Resident on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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