



# HILLSIDE PALMS RV PARK RULES & APPLICATION

APPLICANT NAME: \_\_\_\_\_ REQUESTED MOVE-IN DATE: \_\_\_\_\_  
RV LICENSE PLATE: \_\_\_\_\_ RV MAKE \_\_\_\_\_ RV YEAR \_\_\_\_\_ RV Length(ft) \_\_\_\_\_

Application Date: \_\_\_\_\_

**Desired Move-IN Date:** \_\_\_\_\_

**Expected Move-OUT DATE** \_\_\_\_\_

**Please Attach Driver's License or ID. TEXT to 435-703-0643 or email a copy to: [hillsidepalms@gmail.com](mailto:hillsidepalms@gmail.com)**

**\*Name of Applicant:** \_\_\_\_\_

Phone: \_\_\_\_\_ Cell/Text Phone: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Email Address \_\_\_\_\_

Current Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Applicant Driver's License #: \_\_\_\_\_ St: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Applicant's Vehicle License Plate#: \_\_\_\_\_ RV License Plate#: \_\_\_\_\_

**\*\*Spouse/Roommate Name:** \_\_\_\_\_

Spouse/Roommate Driver's License#: \_\_\_\_\_ State: \_\_\_\_\_ Birthdate: \_\_\_\_\_

How many people plan to live with you? \_\_\_\_\_ Adults.

**NO Kids, NO dogs, or other pets (subject to approval)**

**Name of your current Landlord:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

How long have you lived at your present address? \_\_\_\_\_

Previous Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

Previous Address: \_\_\_\_\_

List Previous Cities of Residence: \_\_\_\_\_

**Employment Verification:**

Employer: \_\_\_\_\_ Position: \_\_\_\_\_

How Long Employed there: \_\_\_\_\_

Supervisor \_\_\_\_\_ Telephone: \_\_\_\_\_

Other Income Source: \_\_\_\_\_ **Retired:** YES NO **Snowbird:** YES NO

Primary Residence City: \_\_\_\_\_ State: \_\_\_\_\_

**Tell us about yourself. Brief statement about your future plans and current circumstances:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Credit & Character References:**

| Name  | Relationship | Phone Number |
|-------|--------------|--------------|
| _____ | _____        | _____        |
| _____ | _____        | _____        |
| _____ | _____        | _____        |
| _____ | _____        | _____        |

**Tenant Initials:** \_\_\_\_\_



**HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT**  
**With: Mobile Home and RV Lease - Under Utah Code Chapter 16**  
**Mobile Home Park Residency Act**

I represent that the information provided in this application is true to the best of my knowledge. You are hereby authorized to run a full background check and verify my credit, character, background, and employment references in connection with the processing of this application. I certify that I received a copy of the park Rules and Regulations and agree to the policies, procedures, and processing. I also acknowledge that by choosing to stay in Hillside Palms RV Park, I agree to adhere and live by the Park Rules contained here as set forth by the Hillside Palms Management now and in the future as changes may be necessary.

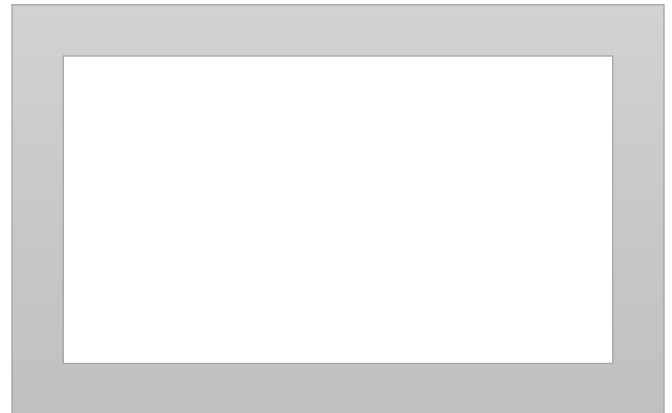
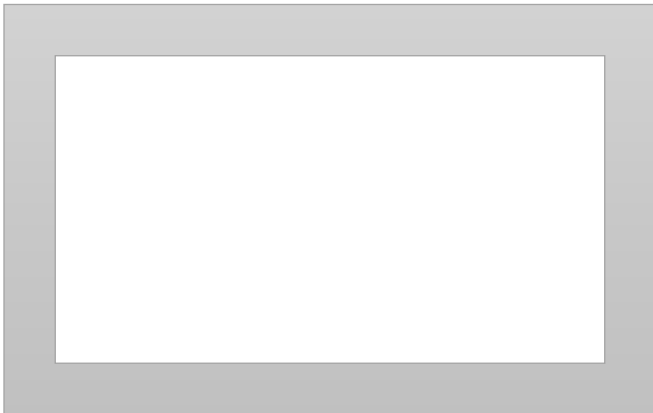
Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

***CLICK TO LOCATE FILE AND UPLOAD TO THIS DOCUMENT FOR SUBMISSION***

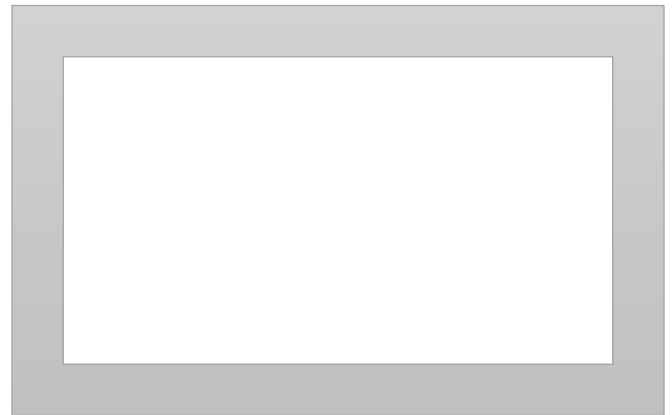
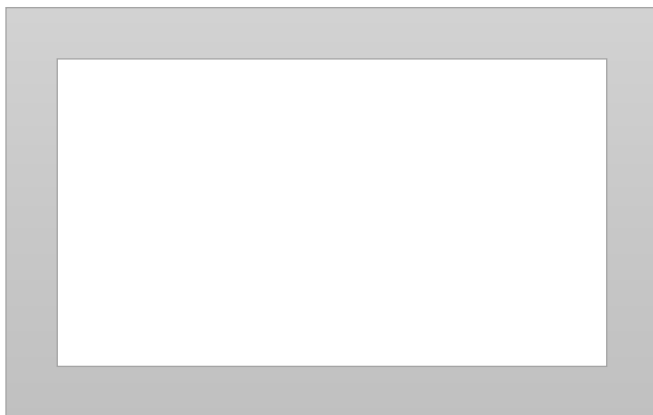
**1 FRONT PHOTO OF RV**

**2 REAR PHOTO OF RV**



**3 SIDE PHOTO OF RV**

**4 SIDE PHOTO OF RV**



**Tenant Initials: \_\_\_\_\_**



HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT  
With: Mobile Home and RV Lease - Under Utah Code Chapter 16  
Mobile Home Park Residency Act

**CLICK IMAGE FACE TO UPLOAD TO THIS DOCUMENT FOR SUBMISSION**

**DRIVER'S LICENSE PHOTO OF APPLIANT 1**



**DRIVER'S LICENSE PHOTO OF APPLIANT 2**



Tenant Initials: \_\_\_\_\_



**HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT**  
**With: Mobile Home and RV Lease - Under Utah Code Chapter 16**  
**Mobile Home Park Residency Act**

**HILLSIDE PALMS RV PARK RULES WITH APPLICATION & AGREEMENT**

**A. APPLICATION PROCEDURES**

**1. APPLICATION:**

- a. All prospective tenants or buyers of mobile homes or RVs within Hillside Palms RV and Mobile Home Park, hereinafter referred to as "Hillside Palms," must meet personally with the owners of Hillside Palms or its Manager, Angela Adams or her assistant, and submit a formal application for residence. If the applicant's application is approved, they will be permitted to move into the park according to the time and space designated by the Manger.

**2. FAIR HOUSING PRACTICES:**

- a. Hillside Palms has no restrictive covenants or policies, implied or written, which would bar residency on the basis of race, religion or sexual orientation.

**3. SINGLE FAMILY DWELLINGS:**

- a. Hillside Palms spaces are to be occupied by one single family, not multiple families living in the same R. V. or mobile home. Two adult persons are permitted per space. Two or more families purchasing or occupying a home will not be permitted. In the event, it becomes necessary to have family members reside with you temporarily; the rental space fee will increase by \$50.00 per person/per month. And the person(s) must submit an application and be approved in writing by Hillside Palms management before they move in. If their application is not approved, they will not be permitted to move into the Park.

**4. MONTHLY RENTAL AGREEMENT:**

- a. All rental fees are month to month. Long-term contracts signed or valid in the past will no longer be honored or valid in the future. RV's and Mobile Homes must be owner occupied unless authorized permission from Hillside Palms has been given in writing. Hillside Palms is in the process of upgrading and converting the park from a Mobile Home/RV Park to an RV park exclusively; Therefore, units older than 10 years, unsightly, in disrepair, or homes that are considered mobile homes will be required to move out upon the sale of these mobile homes. We reserve the right to require the owner of a unit to move it to complete construction projects, reconstruction, or upgrade the park. Tenants will be expected to comply with all requests to move and will be given sufficient time to do so.

**B. GENERAL**

**1. RENTAL FEE IS PAYABLE ON THE FIFTH DAY OF EACH MONTH. DO NOT USE THE PAYMENT BOX AFTER DARK.**

- a. The large white Self-Pay Station Box at the top of the hill on 600 East as you enter the RV Park is where you can drop your payments. This box and the park are under 24-hour video surveillance and security. Those who need to mail their payment can send it to:
  - i. Hillside Palms RV,  
PO BOX 516  
St. George, Utah 84771
- b. It will be considered late if received after the 10<sup>th</sup> of the month. A \$50.00 late fee will be due and payable on the 15<sup>th</sup> of the month with the late rent. After a rent payment is 30 days past due, the resident's water and cable television will be turned off; and the account will be turned over for collections and subsequent legal action. A charge of \$25.00 will be applied on all returned checks. Rent is currently **\$405/month**. A few spaces vary on price. Rent may increase with economic conditions.
- c. Tenants will be given at least **60-day** notice on all rent increases or additional fees.

**2. PROPERTY DAMAGE OR LOSS:**

**Tenant Initials:** \_\_\_\_\_



## HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT

### With: Mobile Home and RV Lease - Under Utah Code Chapter 16 Mobile Home Park Residency Act

- a. The owners of Hillside Palms will not be held responsible for loss or damage to property or vehicles of any resident or their guests by any other resident, guest, worker, or by fire, electrical, theft, or acts of God or nature, including water, sewer, flood, rocks or land movement or for personal or property damages or injuries to the tenant or tenant's family and/or guests at any time or any place within the legal boundaries of Hillside Palms RV Park. By signing this agreement, the tenant releases Hillside Palms and its owners and all management or workers of any liability for loss, damage or injury. By staying with us, you assume all liability and are responsible for your driving, parking, and living while on Hillside Palms property.

#### 3. SELF CONDUCT:

- a. Occupants are responsible for their actions and conduct and for the actions and conduct of their family members and guests. Residences are liable for all costs incurred by the residents, family members or guests as a result of misconduct or damage.

#### 4. NOISE TRAFFIC:

- a. Excessive noise from radio, television, sports activities, ATVs, motorcycles other equipment during all hours or other disturbing factors between the hours of 9:00 p.m. and 8:00 a.m., and at any other time it becomes excessive or is disturbing to neighbors is strictly prohibited. Other nuisances including excessive visitors will not be permitted at any time. Unlawful nuisance activity will not be permitted. An excessive number foot traffic or vehicles and the storage of unsightly and/or broken down vehicles will not be permitted. Violations of the noise/traffic rules will be grounds for eviction according to Utah Code.

#### 5. ALCOHOL AND UNLAWFUL SUBSTANCES:

- a. USE OR DISTRIBUTION OF ANY UNLAWFUL DRUGS AND/OR SUBSTANCES OR THE CONSUMPTION OF ALCOHOL BY ANYONE UNDER THE AGE OF 21 ON THE PROPERTY OF HILLSIDE PALMS RV PARK IS PROHIBITED and will be reported directly to the appropriate law enforcement agencies. Any activities, stemming from the USE, POSSESSION OR DISTRIBUTION OF THESE SUBSTANCES, CONSTITUTES IMMEDIATE EVICTION. Additionally, any unlawful behavior such as stalking, harassment or threats, domestic disputes or abusive activities will also be reported to law enforcement and will be grounds for immediate eviction.

#### 6. TELEVISION:

- a. Each mobile space is cable-ready, and a digital cable box is required to receive channels for each TV. TDS is the cable provider, and the boxes are available upon request. The cost of one box is included in the rent. Any additional boxes can be rented from TDS directly. When you move out of Hillside Palms, cable boxes issued with Hillside Palms Label must be returned to Hillside Palms - Other boxes issued directly from TDS must be returned to TDS. (Check the bottom of your box to see where to return the box) 18-inch Satellite dishes are also permitted. Tenants are responsible for all cables or wires required to connect to the home, TVs and other equipment.

#### 7. POWER:

- a. Your electricity is billed monthly with the rent. Tenants are responsible for all connections and cables to the trailer and to the power supply. Hillside Palms RV Park is not responsible for power failures, surges, or short circuits or wiring.

#### 8. YARD/LOT CARE:

- a. Each tenant is responsible for maintaining, cleaning, trimming, and clearing any debris or old growth on their lot spaces including front, behind or on each side of their trailer. Also, please be sure to clear all garbage and unsightly storage of old or broken-down appliances, boxes packed with things or other items around or under the trailers. Keeping the yard/lot neat and well-kept, along with keeping the trailer clean and in good repair including paint, awnings, skirting, siding and any exterior elements are required and are entirely the tenant's responsibility. Periodic inspections by the management will evaluate the park. Any tenant with problem issues on their lot will receive a notice detailing the problem that needs to be fixed. You will be given a reasonable amount of time to do so. If your lot is not cleaned or you have not remedied the problem by the date on the notice, an extra charge of \$35 will be added to your upcoming statement and an additional \$35 each month thereafter until the problem has been cleaned up or remedied to the satisfaction of the Manager and/or Owners. If you would like the park to provide your yard with basic monthly yard care, please let us know; and we will arrange for the service for an additional **\$35/month**.

#### 9. SEWER:

Tenant Initials: \_\_\_\_\_



## HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT

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- a. Sewer is included with the rental fee. However, if a tenant's sewer line becomes blocked, the tenant must notify Hillside Palms, who will in turn contact Tony at Robot-Rooter, the only approved repair service. No after-hours service calls are provided and any additional charges for the service may be charged to the tenant's monthly bill if these procedures are not followed. DO NOT flush feminine products, wipes, or paper towels down the toilet. DO NOT use unapproved chemicals in sewer lines. Only septic friendly toilet paper is allowed.

#### 10. INTERNET:

- a. A Wi-Fi connection is currently broadcast on the upper level and is also free at this time. Residents are responsible for connections and all tech support. Hillside Palms does not make any warranties or guarantees regarding this service, speed or connection. Additionally, if for any reason this connection does not work for tenants, no refunds or credits will be given.

#### 11. DOGS:

- a. No dogs are permitted to live in the Hillside Palms community. Service dogs are only permitted as the law requires.

#### 12. VISITING CHILDREN:

- a. It will be the responsibility of the resident to ensure that visiting children will be supervised at all times to ensure that they do not climb the adjoining hills, play in the streets of the Park, or disrupt residences of Hillside Palms in any way.

### C. VEHICLE CONTROL

#### 1. SPEED LIMIT:

- a. The speed limit is 7 miles per hour. We ask all residents to cooperate with its enforcement. Fines will be levied and/or eviction of tenant will be imposed against chronic speeders. Speeding constitutes reckless driving and endangers persons and property.

#### 2. PARKING

- a. Residents or their guests will not be allowed to park their vehicles on the grass, their front yard areas, sidewalks, or let their vehicle extend from the driveway onto the sidewalk. Do not park in front of your neighbor's home without their permission. PARKING OF SEMI-TRAILERS OR OTHER EXCESSIVELY LARGE OR COMMERCIAL VEHICLES IS PROHIBITED.

#### 3. INOPERABLE OR ABANDONED PROPERTY:

- a. Unightly or inoperable motor vehicles or unlicensed vehicles, not being used by resident on a regular basis, are prohibited and may be towed at the owner's expense. Vehicles, trailers and all property abandoned for 30 days will be considered legally abandoned property and subject to park management's legal action according to state laws.

#### 4. VEHICLE WASHING OR REPAIRS:

- a. Major repairs or spray painting of vehicles at the resident's space or anywhere in Hillside Palms is prohibited. Major repairs include engine overhauling, transmissions, etc. Minor repairs such as points, plugs, or tire changing are also prohibited. No oil, gasoline, or other potentially dangerous chemical, will be stored or allowed in or around the rental space. You are also not allowed to wash your vehicles in the Park. Please wash your vehicles at a car wash.

#### 5. INSURANCE:

- a. All vehicles and/or residential units must comply with state laws. No unregistered or uninsured vehicle or residential unit shall reside within the boundaries of Hillside Palms. No unregistered motor homes or trailers will be allowed.

#### 6. RIGHT OF ENFORCEMENT:

- a. The park owners reserve the right to forbid any vehicle entry into the park, which is or has been in violation of these rules or does not meet the park standards. Additionally, the park owners and/or managers reserve the right to add or change the rules and regulations at their sole discretion and as they see necessary.

### D. GUESTS:

1. If a resident has a guest that will be visiting longer than 14 days, please notify the park owners. Before permission is granted, the guest must fill out a tenant application, pay a \$35 application and background check fee and if the guest desires to stay longer than 27 days. Additionally, a **\$50/month fee** will be added to the regular monthly bill for every month the guest has been approved to stay.

Tenant Initials: \_\_\_\_\_



**HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT**  
**With: Mobile Home and RV Lease - Under Utah Code Chapter 16**  
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**E. TRASH AND GARBAGE:**

1. Trash receptacles are located on the west end of both the upper and lower areas. Trash should be contained in plastic garbage bags and not dumped loose. DO NOT USE RECEPTACLES AT THE BOTTOM OF THE HILL. THEY BELONG TO THE MOTELS AND ARE NOT FOR USE BY HILLSIDE PALMS RESIDENTS.

**F. COMPLAINTS:**

1. Upon receipt of a valid written and signed complaint submitted to the park owners or Manager by a resident, the resident violator will receive a verbal warning and an opportunity to explain his or her position. The second violation will result in a written notification and instructions as to how he or she is expected to correct the problem. A third violation can result in fines and/or civil court proceedings with the violator becoming solely responsible for any and all court and/or attorney fees.

**G. LITTER AND VANDALISM:**

1. It is unlawful to litter. A fine of \$75.00 will be imposed for each violation to anyone who is found guilty. This includes unsightly trash on the outside of homes.
2. Vandalism or theft will not be tolerated and will carry a fine of \$150.00 for each violation in addition to any repair or replacement cost incurred by Hillside Palms. The violation could potentially include criminal prosecution, eviction, and loss of community privileges.

**H. VIOLATIONS & EVICTIONS:**

1. Receiving three (3) warnings for violating any park rule within a 12-month period will be grounds for eviction. Situations where one (1) warning may result in eviction are: being behind more than one month rental fees; vandalism; theft; violence; harassment; threats; nuisances, including excessive noise (TV, music, equipment, vehicles, voices, instruments); disruptive, disrespectful or criminal activity, including but not limited to possession or distribution of drugs; or any behavior or activity that makes other park residents or park staff, managers or owners feel unsafe. These evictions are at the sole discretion of Hillside Palms Ownership and Management. If evicted you will forfeit any paid rents and utilities and will be responsible for all filing fees, attorney fees, and court costs associated with your eviction process; and you will still be liable for unpaid rents, utility fees, and any damages incurred in the process of eviction. (You will Also be liable for three times those damages allowed to be trebled under Utah Code Ann. § 788-6-811 which may include treble damages mentioned above. Rent due and unpaid shall be trebled each day you remain in the premises after this notice expires. Damages under (2) are the reasonable rental value or reasonable value of the use and occupation of the premises for each day you remain after the expiration of this notice.)

**I. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:**

1. Residents may sell their home at any time pursuant to the rights and obligations of the resident and the park under the Mobile Home Residency Law and other applicable laws pertaining to the sale of the home. Residents must, however, immediately notify the park manager in writing of the resident's intent to sell their home and, additionally, all rents and utilities must be current and paid in full before the home can be sold, moved or occupied by the new buyer. If the prospective buyer of the home intends for the home to remain in the park or for the buyer to reside in the park, the buyer must do the following before occupying the home:
  - a. Complete a Resident Rental Application (With Photo Copy of I D) and submit it to the park Manager.
  - b. Turn in a Signed Copy of the Hillside Palms Rules and Regulations Agreement
  - c. Provide proof of the legal Name, Model, and Year of the R. V.
  - d. Meet with the Owners/Manager to discuss the details of the sale.
  - e. Wait for acceptance based on application by the park and have Mobile Home approved to stay in the park (Hillside Palms RV is upgrading to RVs only - 10 years old or newer)
  - f. Pay First and Last Month's Rent
2. If the buyer's application is not approved, the buyer will not be allowed to move into the home and will have 30 days to find a space to move it if the sale goes through. In the meantime, the buyer will not be permitted to live in the home.

**Tenant Initials:** \_\_\_\_\_



**HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT**  
**With: Mobile Home and RV Lease - Under Utah Code Chapter 16**  
**Mobile Home Park Residency Act**

3. These rules are consistent with state and local laws. They are not meant to deny or restrict, but to ensure a clean and safe environment for all persons living or visiting within Hillside Palms. Park Owners reserve the right to amend or change these rules at their own discretion, after giving the residents 30 days written notice.

**J. HOLD HARMLESS AGREEMENT:**

1. By completing and submitting this form, you agree to protect, defend, indemnify Hillside Palms RV Park and its officers, owners, workers and agents free and harmless from and against any and all losses, damages, injuries, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of reserving, visiting, parking or staying at Hillside Palms RV Park, whether it be personal or property damage to vehicles of any resident or their guests by any other resident, guest, worker, or by fire, electrical, theft, or acts of God or nature, including water, sewer, flood, rocks or land movement. By staying with us, or storing your property and vehicles with us and/or requesting a reservation, you assume all liability and are responsible for your driving, parking, storage, and living while on Hillside Palms property.

**I AGREE TO SUBMIT THIS REQUEST AND I UNDERSTAND THAT RESERVATION REQUESTS ARE NOT GUARANTEED – BASED ON AVAILABILITY AND APPROVAL.**

**I ACKNOWLEDGE RECEIVING A COPY OF HILLSIDE MOBILE HOME PARK RULES AND REGULATIONS.**

TENANT SIGNATURE(S)

\_\_\_\_\_ Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

\_\_\_\_\_ Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_

Driver's License Number of Applicant # \_\_\_\_\_

Driver's License Number of Applicant # \_\_\_\_\_

**HILLSIDE PALMS RV and MOBILE HOME PARK RESIDENTIAL RENTAL APPLICATION**

**Tenant Initials: \_\_\_\_\_**





HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT  
With: Mobile Home and RV Lease - Under Utah Code Chapter 16  
Mobile Home Park Residency Act

**Mobile Home and RV Lease Under  
Utah Code Chapter 16  
Mobile Home Park Residency Act**

**1. Lessor and Lessee:**

This lease is made by Adams Investments, LLC, a Utah limited liability company dba Hillside Palms RV Park (Lessor-Mobile Home-RV Park), and \_\_\_\_\_ (Lessee-Mobile Home Owner).

RV or Mobile Home Space # \_\_\_\_\_

Lease Charge will begin on Date: Month \_\_\_\_ Day \_\_\_\_ Year \_\_\_\_.

**2. Name and address of the mobile home park owner:**

- a. Adams Investments LLC
- b. 175 North 600 East BOX 51
- c. St. George, Utah 84770

**3. Persons authorized to act for the owner upon whom notice and service of process may be served:**

- a. Rickie K Adams

**4. Type of Leasehold:**

- a. Periodic Lease from **Month to Month.**
- b. **First Month will be prorated based on the number of days occupied in month divided by 30 times the monthly rate.**
- c. **Final month will be**
  - i. **the number of days occupied in month divided by 30 times the monthly rate**
  - ii. **or if greater the Daily Monthly RV rate times by the number of days occupied in the month**
  - iii. **but limited to the Monthly rate.**

**5. Full disclosure of all rent, service charges, and other fees presently being charged on a periodic basis:**

- a. Month Rent:
  - i. \$ \_\_\_\_\_
  - ii. Additional Fee for more than 2 persons per rental space
    1. **\$50.00** Per additional person
  - iii. Service Charge if Rent is Paid after 10<sup>th</sup> of each month:
    1. **\$50.00**
      - a. Late fee and Rent due on the 15th of each month.
- b. Monthly Utilities:
  - i. Charged to Tenant at City of St. George rate per Kilowatt

Tenant Initials: \_\_\_\_\_



## HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT

### With: Mobile Home and RV Lease - Under Utah Code Chapter 16

### Mobile Home Park Residency Act

- ii. Plus, up to 20% Administration and infrastructure maintenance charge.
  - iii. Service Charge if Utilities are Paid after 10<sup>th</sup> of each month:
    - 1. **\$25.00**
      - a. Late fee and Utilities due on the 15th of each month.
  - c. Monthly Yard Maintenance:
    - i. If yards are not maintained to the satisfaction of mobile home owner's management a monthly charge will be assessed to pay for maintaining the yard.
      - 1. **\$35.00**
  - d. Additional Charges:
    - i. See Park rules for additional possible charges.
  - e. Return Check Charge:
    - i. Return Check Charge
      - 1. **\$25.00** per Check Charged Back
      - 2. Return Check Charge due 5 days after date of return check.
- 6. Full disclosure of utility infrastructure owned by the mobile home park owner or its agent that is maintained through service charges and fees charged by the mobile home park owner or its agent:**
- a. The mobile home park owner owns and maintains all underground utilities and meters in mobile home park.
  - b. The mobile home park uses a single-service meter, the mobile home park owner shall include a full disclosure on a resident's utility bill of the resident's utility charges.
    - i. Utilities:
      - 1. Power:
        - a. Charged to Tenant at City of St. George rate per Kilowatt
        - b. Plus, up to 20% Administration and infrastructure maintenance charge.
      - 2. Sewer:
        - a. Included in Monthly Rental Fee
      - 3. Cable: TV
        - a. Included in Monthly Rental Fee
      - 4. Water:
        - a. Included in Monthly Rental Fee
      - 5. Garbage
        - a. Included in Monthly Rental Fee
      - 6. WiFi
        - a. Included in Monthly Rental Fee
  - c. Yards to be maintained and kept clean, mowed, trimmed and looking beautiful for all residence to enjoy by mobile home owner.
- 7. Date on which the payment of rent, fees, and service charges are due:**
- a. Rent
    - i. Due on the 1<sup>st</sup> of each Month.
    - ii. Late if not paid by the 10<sup>th</sup> of each Month.
    - iii. Initial partial monthly rent due on date of lease.
  - b. Utilities
    - i. Due on the 1<sup>st</sup> of each Month
    - ii. Late if not paid by the 10<sup>th</sup> of each Month
- 8. All rules that pertain to the mobile home park that, if broken, may constitute grounds for eviction, including, in leases entered into on or after May 6, 2002, a conspicuous disclosure regarding:**
- a. The causes for which the mobile home park may terminate the lease as described in Section 57-16-5;
    - i. See copy of Park Rules Attached
    - ii. See Section 57-16-5 below.
- 9. The resident's rights to:**

Tenant Initials: \_\_\_\_\_



## HILLSIDE PALMS RV PARK RULES, APPLICATION & AGREEMENT

### With: Mobile Home and RV Lease - Under Utah Code Chapter 16 Mobile Home Park Residency Act

- a. Terminate the lease at any time without cause, upon giving the notice specified in the resident's lease:
  - i. Tenant may terminate the Month Periodic Lease upon 30 Day Written Notice.
  - ii. Advertise and sell the resident's mobile home:
    1. See Paragraph 13 below.
- 10. Increases in rent or fees for periodic tenancies are unenforceable until 60 days after notice of the increase is mailed to the resident:**
  - a. Any Increase in Monthly Rent will be preceded by at least a 60-day rent Increase Notice to tenants.
- 11. If service charges are not included in the rent, the mobile home park may: (i) increase service charges during the leasehold period after giving notice to the resident; and (ii) pass through increases or decreases in electricity rates to the resident:**
  - a. Any increase in utility rates will be charged at the time the increase is charged by the City of St. George.
  - b. Any Increase in Administrative Utility Charges will be preceded by at least a 60-day Administrative Utility Charge Increase Notice to tenants
- 12. The mobile home park may not alter the date on which rent, fees, and service charges are due unless the mobile home park provides a 60-day written notice to the resident before the date is altered:**
  - a. Resident will receive a 60-day written notice for any change in due dates for Rent, Fees, and services charges.
- 13. Except as provided in 57-16-4 Subsection (3)(b), a rule or condition of a lease that purports to prevent or unreasonably limit the sale of a mobile home belonging to a resident is void and unenforceable.**
  - a. Tenant may advertise and sell the mobile home while in the space in the mobile home park.
  - b. The mobile home park limits the size of a "for sale" sign affixed to the mobile home to not more than 144 square inches.
  - c. The mobile home park will not compel a resident who wishes to sell a mobile home to sell it, either directly or indirectly, through an agent designated by the mobile home park
  - d. The mobile home park will require that a mobile home be removed from the park upon sale due to: (a) the mobile home park wishes to upgrade the quality of the mobile home park; and (b) the mobile home either does not meet minimum size specifications or is in a rundown condition or is in disrepair.
  - e. Upon sell of any mobile home the mobile home must be removed within 30 days from the date of sale from the mobile home park. At the election of the mobile home park, if the new owner and mobile home are approved by the mobile home park manager the mobile home and new owner may be permitted to stay in the mobile home space. The purpose of this requirement is that the Mobile Home park is trying to upgrade the park Mobile Homes for all residences.
- 14. The mobile home park: may reserve the right to approve the prospective purchaser of a mobile home who intends to become a resident; may not unreasonably withhold that approval; may require proof of ownership as a condition of approval; or may unconditionally refuse to approve any purchaser of a mobile home who does not register before purchasing the mobile home:**
  - a. All prospective purchasers who intend to become residents must be approved in advance by mobile home park.
  - b. This approval will not be unreasonably withheld.
  - c. Proof of ownership will be required for approval.
  - d. Approval will be refused for any purchaser who does not register before purchasing a mobile home.
- 15. If all of the conditions of Section 41-1a-116 are met, a mobile home park may request the names and addresses of the lienholder or owner of any mobile home located in the park from the Motor Vehicle Division:**
  - a. The Mobile Home park will request the Names and Address of the lienholder and owner of all mobile homes from the Motor Vehicle Division.
- 16. This lease is intended to summarize the rights and responsibilities described in Chapter 16 Mobile Home Park Residency Act; includes information on how to use the helpline described in Title 57, Chapter 16a, Mobile Home Park Helpline.**
- 17. Copy of Chapter 16 Mobile Home Park Residency Act is available upon request from mobile home park as a common area is not available.**
- 18. Subletting and Assignment**
  - a. Mobile home owner will not assign this lease or sublet any part of the premises without the written consent of mobile home park owner.
- 19. Animals**

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- a. No animals are allowed in any part of the mobile home or RV Park.

**20. Governing Law:**

- a. This lease will be governed by and construed in accordance with the laws of the state of Utah.

Conspicuous disclosure describing the protection a resident has under **Utah Chapter 16 Mobile Home Park Residency Act 57-16-4**. Termination of lease or rental agreement Subsection (1) against unilateral termination of the lease by the mobile home park except for the causes described in Section 57-16-5:

1. A mobile home park or its agents may not terminate a lease or rental agreement upon any ground other than as specified in this chapter.
2. **57-16-4.1 Meeting to attempt resolution of disputes.**

(1) If a mobile home park determines that a resident has failed to comply with a mobile home park rule, the mobile home park may not terminate the lease agreement or commence legal proceedings without first giving a written notice of noncompliance to the resident. The written notice of noncompliance shall:

- (a) **specify in detail each and every rule violation** then claimed by the mobile home park; and
- (b) **advise the resident of the resident's rights under Subsection (2).**

(2) If the resident disputes the occurrences of noncompliance claimed by the mobile home park in the written notice of noncompliance, the resident has the right to require management of the mobile home park to participate in a meeting with the resident by giving to the mobile home park, **within five days after receiving** the written notice of noncompliance, a written notice **disputing the occurrences** of breach and requesting a **meeting with management** of the mobile home park to attempt to resolve the dispute. If the resident fails to give the mobile home park a written notice of dispute **within the seven-day period**, the resident's right to request a meeting under this section is **considered to be waived**.

(3) If the resident gives a timely written notice under Subsection (2), the resident and management of the mobile home park shall meet in person in a settlement **discussion to attempt to resolve the dispute between the parties**. The meeting shall take place within **two days after the resident** gives the written notice under Subsection (2), unless both parties agree to a later date.

(4) Subsections (1), (2), and (3) do not apply to a rule violation arising from:

- (a) behavior described in **Subsection 57-16-5(1)(c)**; or
- (b) **nonpayment of rent, fees, or service charges**.

3. **57-16-5 Cause required for terminating lease -- Causes -- Cure periods -- Notice.**

(1) An agreement for the lease of mobile home space in a mobile home park may be terminated by **agreement** or for any **one or more of the following causes**:

- (a) failure of a resident to comply with a mobile **home park rule**
  - (i) relating to repair, maintenance, or construction of awnings, skirting, decks, or sheds for a **period of 60 days after receipt by a resident of a written notice of noncompliance** from the mobile home park under Subsection 57-16-4.1(1); or
  - (ii) relating to any **other park rule for a period of seven days after the latter to occur of settlement discussion expiration or receipt by the resident of a written notice of noncompliance from the mobile home park**, except relating to maintenance of a resident's yard and space, the **mobile home park may elect not to proceed with the seven-day cure period and may provide the resident with written notice as provided in Subsection (2)**;
- (b) repeated failure of a resident to abide by a mobile home park rule, if the **original written notice of noncompliance states that another violation of the same or a different rule might result in forfeiture without any further period of cure**;
- (c) behavior by a resident or any other person who resides with a resident, or who is an invited guest or visitor of a resident, that threatens or substantially endangers the security, safety, well-being, or health of other persons in the park or threatens or damages property in the park including:
  - (i) use or **distribution of illegal drugs**;
  - (ii) distribution of **alcohol to minors**; or
  - (iii) commission of a crime against property or a person in the park;
- (d) **nonpayment of rent, fees, or service charges for a period of five days after the due date**;
- (e) a change in the land use or condemnation of the mobile home park or any part of it; or
- (f) a **prospective resident provides materially false information** on the application for residency regarding the prospective resident's criminal history.

(2) If the mobile home park elects not to proceed with the seven-day cure period in Subsection (1)(a)(ii), a **15-day written notice of noncompliance shall**:

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- (a) state that if the resident does not perform the resident's duties or obligations under the lease agreement or rules of the mobile home park within 15 days after receipt by the resident of the written notice of noncompliance, the mobile home park may enter onto the resident's space and cure any default;
- (b) state the expected reasonable cost of curing the default;
- (c) require the resident to pay all costs incurred by the mobile home park to cure the default by the first day of the month following receipt of a billing statement from the mobile home park;
- (d) state that the payment required under Subsection (2)(b) shall be considered additional rent; and
- (e) state that the resident's failure to make the payment required by Subsection (2)(b) in a timely manner shall be a default of the resident's lease and shall subject the resident to all other remedies available to the mobile home park for a default, including remedies available for failure to pay rent.

**4. 57-16-6 Action for lease termination -- Prerequisite procedure.**

A legal action to terminate a lease based upon a cause set forth in **Section 57-16-5** may not be commenced except in accordance with the following procedure:

(1) Before issuance of any summons and complaint, the mobile home park shall send or serve written notice to the resident or person:

- (a) by delivering a copy of the notice personally;
- (b) by sending a copy of the notice through registered or certified mail addressed to the resident or person at the person's place of residence;
- (c) if the resident or person is absent from the person's place of residence, by leaving a copy of the notice with some person of suitable age and discretion at the individual's residence and sending a copy through registered or certified mail addressed to the resident or person at the person's place of residence; or
- (d) if a person of suitable age or discretion cannot be found, by affixing a copy of the notice in a conspicuous place on the resident's or person's mobile home and also sending a copy through registered or certified mail addressed to the resident or person at the person's place of residence.

(2) The notice required by **Subsection (1)** shall set forth:

- (a) the cause for the notice and, if the cause is one which can be cured, the time within which the resident or person has to cure; and
- (b) the time after which the mobile home park may commence legal action against the resident or person if cure is not effected, as follows:

(i) In the event of failure to abide by a mobile home park rule, the notice shall provide for a cure period as provided in **Subsections 57-16-5(1)(a)** and (2), except in the case of repeated violations and, shall state that if a cure is not timely effected, or a written agreement made between the mobile home park and the resident allowing for a variation in the rule or cure period, eviction proceedings may be initiated immediately.

(ii) If a resident, a member, or invited guest or visitor of the resident's household commits repeated violations of a rule, a summons and complaint may be issued three days after a notice is served.

(iii) If a resident, a member, or invited guest or visitor of the resident's household behaves in a manner that threatens or substantially endangers the well-being, security, safety, or health of other persons in the park or threatens or damages property in the park, eviction proceedings may commence immediately.

**(iv) If a resident does not pay rent, fees, or service charges, the notice shall provide a five-day cure period and, that if cure is not timely effected, or a written agreement made between the mobile home park and the resident allowing for a variation in the rule or cure period, eviction proceedings may be initiated immediately.**

(v) If a lease is terminated because of a planned change in land use or condemnation of the park or a portion of the park, the notice required by **Section 57-16-18** serves as notice of the termination of the lease.

(3)

(a) Eviction proceedings commenced under this chapter and based on causes set forth in **Subsections 57-16-5(1)(a), (b), and (e)** shall be brought in accordance with the Utah Rules of Civil Procedure and may not be treated as unlawful detainer actions under Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer.

(b) Eviction proceedings commenced under this chapter and based on causes of action set forth in **Subsections 57-16-5(1)(c) and (d)** may, at the election of the mobile home park, be treated as

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**actions brought under this chapter and the unlawful detainer provisions of Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer.**

(c) If unlawful detainer is charged, the court shall endorse on the summons the number of days within which the defendant is required to appear and defend the action, which shall not be less than five days or more than 20 days from the date of service.

5. **57-16-15 Eviction proceeding.**

(1) Eviction proceedings commenced under this chapter and based on causes of action set forth in Subsections **57-16-5(1)(a), (b), and (e)**, and eviction proceedings commenced under this chapter based on causes of action set forth in Subsections **57-16-5(1)(c) and (d)**, in which a landlord elects to bring an action under this chapter and not under the **unlawful detainer provisions of Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer**, shall comply with the following:

(a) A judgment may be entered upon the merits or upon default. A judgment entered in favor of the plaintiff may:

- (i) include an **order of restitution** of the premises; and
- (ii) declare the **forfeiture of the lease** or agreement.

(b) The jury, or the court if the proceedings are tried without a jury or upon the defendant's default, shall assess the damages resulting to the plaintiff from any of the following:

- (i) **waste of the premises** during the resident's tenancy, if waste is alleged in the complaint and proved; and
- (ii) **the amount of rent due**.

(c) If the lease or agreement provides for reasonable **attorney fees**, the court shall order reasonable attorney fees to the prevailing party.

(d) Whether or not the lease or agreement provides for **court costs** and attorney fees, if the proceeding is contested, the court shall order court costs and attorney fees to the prevailing party.

(e) Except as provided in Subsection (1)(f), after judgment has been entered under this section, **judgment and restitution may be enforced no sooner than 15 days from the date the judgment is entered**. The person who commences the action shall mail through registered or certified mail a copy of the judgment to the resident or the resident's agent or attorney as required by the Utah Rules of Civil Procedure.

(f) If a resident tenders to the mobile home park **post judgment rent**, in the form of cash, cashier's check, or certified funds, then restitution may be delayed for the period of time covered by the post judgment rent, which time period shall not exceed **15 days from the date of the judgment** unless a longer period is agreed to in writing by the mobile home park.

(2) Eviction proceedings commenced under this chapter and based on causes of action set forth in **Subsections 57-16-5(1)(c) and (d)**, in which the mobile home park has elected to treat as actions also brought under the unlawful detainer provisions of Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer, shall be **governed by Sections 78B-6-811 and 78B-6-812 with respect to judgment for restitution, damages, rent, enforcement of the judgment and restitution**.

(3) The provisions in Section 78B-6-812 shall apply to this section except the enforcement time limits in Subsections (1)(e) and (f) shall govern.

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**Index Utah Code**

**Title 78B Judicial Code**

**Chapter 6 Particular Proceedings**

**Part 8 Forcible Entry and Detainer**

**Section 802 Unlawful detainer by tenant for a term less than life.**

(1) A tenant holding real property for a term less than life, is guilty of an **unlawful detainer if the tenant:**

(a) except as provided in Subsection (1)(i), continues in possession, in person or by subtenant, of the property or any part of it, after the expiration of the specified term or period for which it is let to him, which specified term or period, whether established by express or implied contract, or whether written or parol, shall be terminated without notice at the expiration of the specified term or period;

(b) having leased real property for an **indefinite time with monthly or other periodic rent reserved** and except as provided in Subsection (1)(i):

(i) continues in possession of it in person or by subtenant after the end of any month or period, in cases where the owner, the owner's designated agent, or any successor in estate of the owner, **15 calendar days or more prior to the end of that month** or period, has served notice requiring the tenant to quit the premises at the expiration of that month or period; or

(ii) in cases of **tenancies at will**, remains in possession of the premises after the expiration of a **notice of not less than five calendar days;**

(c) continues in possession, in person or by subtenant, after default in the payment of any rent or other amounts due and after a notice in writing requiring in the alternative the payment of the rent and other amounts due or the surrender of the detained premises, has remained uncomplied with for a period of **three calendar days after service**, which **notice may be served at any time after the rent becomes due;**

(d) assigns or sublets the leased premises contrary to the covenants of the lease, or commits or permits waste on the premises after service of a **three calendar days' notice to quit;**

(e) sets up or carries on any unlawful business on or in the premises after service of a three calendar days' notice to quit;

(f) suffers, permits, or maintains on or about the premises any nuisance, including nuisance as defined in Section 78B-6-1107 after service of a three calendar days' notice to quit;

(g) commits a criminal act on the premises and remains in possession after service of a three calendar days' notice to quit;

(h) continues in possession, in person or by subtenant, after a neglect or failure to perform any condition or covenant of the lease or agreement under which the property is held, other than those previously mentioned, and after notice in writing requiring in the alternative the performance of the conditions or covenant or the surrender of the property, served upon the tenant and upon any subtenant in actual occupation of the premises remains uncomplied with for three calendar days after service; or

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(i)

(i) is a bona fide tenant of a foreclosed rental property, as defined in Section 57-1-25.5 or Section 78B-6-802.7; and

(ii) continues in possession after the effective date of a notice to vacate given in accordance with Subsection 57-1-25.5(3) or Subsection 78B-6-802.7(3).

(2) Within three calendar days after the service of the notice, the tenant, any subtenant in actual occupation of the premises, any mortgagee of the term, or other person interested in its continuance may perform the condition or covenant and thereby save the lease from forfeiture, except that if the covenants and conditions of the lease violated by the lessee cannot afterwards be performed, or the violation cannot be brought into compliance, the notice provided for in Subsections (1)(d) through (g) may be given.

(3) Unlawful detainer by an owner resident of a mobile home is determined under Title 57, Chapter 16, Mobile Home Park Residency Act.

**Mobile Home Park Owner**

Db a Hillside Palms RV Park  
 Adams Investment LLC  
 Utah limited liability company  
 175 North 600 East BOX 51  
 St. George, Utah 84770

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Mobile Home Owner:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

**Tenant Initials:** \_\_\_\_\_