

RULES AND REGULATIONS

(Park Name)

ISSUE DATE: 6/1/20 (v1.7)

EFFECTIVE DATE: 9/1/20

THESE RULES SUPERSEDE ALL PREVIOUS RULES AS OF THE ABOVE EFFECTIVE DATE.

The purpose of the rules and regulations is to foster a safe, friendly and well-maintained property such that all residents are able to enjoy a high quality of life while living in the community. The rules are binding on all residents and their guests and will be enforced equally and immediately. The rules will be amended from time to time as necessary and kept in compliance with all State and local laws. The terms homeowner, tenant and resident are used interchangeably in this document.

GENERAL

- 1) This mobile home park (MHP) is an all age community, and any Recreational Vehicle (RV) section(s) are restricted to adults only.
- 2) Any buyer of a home or prospective tenant who plans to reside in the park, must complete an application and receive written approval from management prior to move-in or taking occupancy.
- 3) Rent is due and payable on the 1st of each month. Payments received after the 5th will be considered late and subject to a late fee of 6% of the current balance due or a minimum of \$25 per month. 5 Day Demand notices will be issued to any tenant who has not paid their rent on the 10th of each month. Returned checks will be charged a \$35 fee. Homeowners are responsible for paying all utilities including water, sewer, gas, electric, garbage, etc. Money orders or checks will be accepted (no cash) and payment must be made in full for the total balance outstanding. We do not accept partial payments.
- 4) Subleasing, subletting, or renting is prohibited. Residents shall not sublease or otherwise rent all or any portion of Resident's mobilehome or the premises. Resident shall not assign or encumber his or her interest in this Rental Agreement or the premises. No consent to any assignment, encumbrance, sublease, or other renting shall constitute a further waiver of the provisions of this paragraph. If Resident consists of more than one person, a purported assignment, voluntary, involuntary, or by operation of law, from one person to the other shall be deemed an assignment within the meaning of this paragraph.
- 5) Tenants must annually provide proof of registration and payment of registration fees or local property taxes to management. All homes must be registered with the State of local government and fees or local property tax paid through the current year. All RVs must be registered with the State of local government and fees paid through the current year.
- 6) Loud talking, music, construction, landscaping, or any other noise capable of disturbing a neighbor in any manner will not be permitted between the hours of 10:00 PM to 8:00 AM. No heavy power equipment (chainsaws, log splitters, gas power washers, etc.) are to be used prior to 8:00 AM or after 6:00 PM. Home improvement projects that might disturb a neighbor must be approved by management prior to the start of construction.

- 7) Water lines must be wrapped with heating tape and insulated. If the tenant has not wrapped and insulated the water line in a reasonable amount of time, the management reserves the right to contract to have the work done and charge the cost of that service back to the tenant. This is done to protect the integrity of the water system and ensure no disruption of service for the other tenants.
- 8) It is recommended all tenants purchase homeowners insurance. The purpose of this insurance is to protect the homeowner in the event of a loss caused by fire, wind, flood or other "acts of god" that may result in damages to a home, vehicle or personal property. The park does not provide insurance coverage and is not responsible for damages or losses suffered by a homeowner.
- 9) A mobile home resident shall give written notice to Management of not less than sixty (60) days before terminating tenancy. An RV resident shall give written notice to Management of not less than thirty (30) days before terminating tenancy.
- 10) Upon the sale of a home sited in the park that will remain in the community, management may require certain repairs or improvements be completed to the home or accessory structures, prior to move-in or the buyer taking occupancy. These repairs or improvements shall be limited to those required to bring the home or accessory structures into compliance with these rules, State and local laws and other applicable statutes. Management, may, at its option, require the tenant to remove their home from the park.
- 11) Tenants shall pay for all damages to common areas, equipment or any other park property caused or contributed to by them or their guests.
- 12) Tenants or any member of the tenant's household, guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, drunkenness, or immoral conduct on or near the subject premises. Drug-related or criminal activity means the illegal manufacture, sale or use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C.802.))
- 13) Residents shall not commit or allow to be committed any nuisance or waste on the premises nor shall residents use or allow the premises to be used for an unlawful purpose. Commission of any misdemeanor or felony upon the community premises shall be deemed a nuisance and/or substantial annoyance.
- 14) A resident who lives alone may share their home with one person and this person shall be considered a guest and comply with these rules and regulations. Written permission must be obtained from management prior to occupancy of any long-term guests.
- 15) Management may enter a lot or space at reasonable times and in a manner that does not interfere with the resident's quiet enjoyment for the purpose of maintaining utilities, trees, driveways, protection of the park, etc... Management does not need permission from the tenant to do so, however, they cannot enter a home or accessory structure without prior written consent of the homeowner, except in an emergency or where the resident has abandoned the home.
- 16) Tampering with park fuses, electric service connections or other utility connections is strictly prohibited. Please contact the management to report problems with any community facilities.
- 17) No alcoholic beverages are to be served or consumed in the common areas or without prior approval from management.
- 18) No commercial business shall be conducted in the community. No "auction," "moving," or "garage," sales are permitted without the prior written approval of management. Paid "baby sitting" or childcare is permitted only for families and children living in the Park.

- 19) Solicitors, vendors, peddlers, etc., are not permitted in the community.
- 20) All common use areas such as streets, lawn and laundry or bathroom facilities are used by tenants and guests at their own risk.

GUESTS

- 1) Individual guests are limited to 20 consecutive days or a total of 30 days in a 12-month period.
- 2) Written approval from management is necessary prior to any extension of guest stays beyond the limits of 20 consecutive or 30 days in a 12-month period.
- 3) Guests cannot occupy a home in the absence of the homeowner.
- 4) Guests have no right of tenancy in the community.
- 5) Tenants are responsible for the conduct of their guests.
- 6) If guests fail to abide by these rules and regulations, their approval to live in the park will be revoked and they will be required to leave the community.

HOME & SPACE MAINTENANCE

- 1) Homeowners are responsible for keeping their home, storage shed, carport & posts, awnings, fencing and all accessory structures in good condition. This means the roofing, windows, skirting, stairs, decking, trim, railings, doors and everything else must be undamaged, painted and in a neat, attractive and good operating condition.
- 2) Homeowners are responsible for keeping their entire space or lot in a neat and attractive condition. This means the space must be mowed, free of weeds and litter, bushes and plant materials trimmed, and driveways and utility connections uncluttered and unobstructed.
- 3) Appliances including freezers, refrigerators, water heaters, etc., may not be kept outside the home unless stored in a storage shed. Permission from management and all applicable permits must be obtained prior to locating appliances in a storage shed.
- 4) Items such as tools, brooms, lawnmowers, tires, construction materials, collectibles, antiques, furniture, household items, etc., must be stored in a storage shed.
- 5) The only items permitted outside a home and in the space or lot are outdoor yard and patio furniture, manufactured barbecue equipment and approved storage sheds.
- 6) If the home and accessory structures, space or lot are not kept in good condition, management will issue the appropriate legal notices requesting the tenant comply with the rules. If unresolved, management may undertake the repairs and pass-through the cost to the tenant or initiate a legal process that will result in an eviction of the tenant from the community.
- 7) Prior to starting the installation or construction of fencing, awnings and posts, storage sheds, stairs, railings, decking, lighting and skirting, storage sheds, etc., written approval by management and any applicable permits required by State and local laws must be obtained by the homeowner.

- 8) Fencing, 4' metal mesh (cyclone) is the park standard and the only type that will be approved. Fencing must not extend beyond the edge of the front of the home or cross the driveway. Written approval from management must be obtained prior to the installation of all fencing.
- 9) All tree cutting, trimming or removal is to be completed by the park. If a tree poses a safety hazard, management may in their own determination, undertake trimming or removal of the offending tree. Residents may not plant trees in their space without prior written approval from management.
- 10) Homeowners are responsible for the removal and disposal of all yard clippings and trimmings from their space.
- 11) Garbage cans are to be kept out of site and stored in an area where they are not visible from the street.
- 12) No towels, rugs, wearing apparel or laundry are to be hung outside the home at any time. Clothes lines are absolutely prohibited.
- 13) Firewood is to be stored in an area where it is not visible from the street.
- 14) Nothing is to be stored under a mobile home or RV other than wheels, axles, and hitches.
- 15) The homeowner is to ensure an excessive amount of toxic fluids (oil, gasoline, etc.) does not accumulate in their driveways or in designated parking areas.
- 16) Flammable materials shall be kept away from all gas outlets including hot water heaters, furnace, fireplaces, etc.
- 17) All park or lot utility connections or service equipment, including the pedestal, sewer, water and electrical connections, etc., shall be accessible with an unobstructed access of not less than 30" wide, 36" deep and 78" high.
- 18) Paint colors for homes, accessories and storage sheds must be muted earth tone colors and approved by management in writing prior to the start of any painting project.
- 19) All storage sheds must be situated in compliance with state and local ordinances. Total area shall not exceed 120 sq. ft. and written approval must be obtained from management prior to installation.
- 20) Homeowners are responsible for the periodic leveling of their homes, which typically needs to be done every 3 to 5 years.

PETS

- 1) Written approval must be obtained prior to moving any pets into the community from park management.
- 2) Pets are defined as domestic cats and dogs and are the only animals permitted in the community.
- 3) Dogs of 25 pounds or less will be permitted and approved.
- 4) Each space is limited to one small dog and one additional pet (maximum of 2 pets per space.)
- 5) All pets must be spayed or neutered, licensed and vaccinated in accordance with local ordinances.
- 6) It is the responsibility of the pet owner to ensure their pet is not a nuisance or annoyance to their neighbors (for example, excessive barking, aggressive behavior, waste, digging, odors, etc.)

- 7) All dogs when outside and not in their own yards, must be on a leash. There is no leash-law for cats, but residents are encouraged to keep their cats indoors.
- 8) All pet waste must be promptly cleaned-up by the owner and disposed of in a garbage can.
- 9) Pets belonging to guests and visitors must also obey and comply with these pet rules.
- 10) Failure to comply with these pet rules will result in revocation of permission to keep a pet in the community.

VEHICLES AND PARKING

- 1) The parking of two (2) vehicles for each mobile home space will be permitted. Boats, RVs, trailers and work vehicles must be stored offsite or at another location outside the community and all vehicles must be registered with management.
- 2) The speed limit in the park is 5 miles per hour or as indicated by posted signs. Drivers are to stay on their side of the road and drive courteously while inside, entering and exiting the community.
- 3) Vehicles parked anywhere in the community that are not fully operational or street legal or with an expired registration, broken windows, flat tires or an excessive amount of accumulated dirt, vegetation or debris, will be given a 7 (seven) day notice and towed from the park.
- 4) If notice is given and a vehicle is removed and returned after the 7 (seven) days have expired and the vehicle is still in a condition which was the basis of the notice, the vehicle will be towed without additional notice.
- 5) Vehicles are to be parked in the tenant's space or in areas designed by management. Vehicles are not to be parked in the street without the express written permission from management. Residents are to comply with all posted signs.
- 6) Repairing of vehicles in the community is prohibited. This includes tune-ups, oil changes, radiator drain or flush, servicing brakes, etc.
- 7) In some communities, storage of additional boats, trailers and other vehicles is available for an additional fee. Please check with the park manager for details, including availability and cost. Stored vehicles are not to be used as "storage lockers."
- 8) Vehicles with modified exhaust systems, straight pipes or those which are excessively loud are not permitted in the community.

WATER USAGE

- 1) The cost of delivering water to the community has increased significantly over the past many years. Conserving water means lower monthly water bills for all tenants. Silent water leaks can waste up to 50 gallons and audible leaks can waste up to 500 gallons a day.
- 2) Please immediately report any leaky community faucets or plumbing leaks to management.
- 3) Please repair within 24 hours any leaky homeowner toilets, faucets, piping, sprinklers, etc.
- 4) The use of free-flowing water devices is prohibited and automatic shut off devices must be used on all hoses.

- 5) Swimming pools, wading pools, ponds, and hot tubs are prohibited and may not be installed by tenants in the community.
- 6) Washing vehicles, streets, parking areas, driveways and mobile homes and RVs is prohibited, except as necessary for health or sanitary purposes, as specified by State or local ordinances or by community management (see park management for specific instructions.)
- 7) All landscape irrigation must comply with State or local ordinances or community management (see management for specific instructions.)
- 8) Landscape watering is confined to the tenant's property and not allowed to run off to adjoining property or to the roadside ditch or gutter.
- 9) Care shall be taken to irrigate only to satisfy a plant's needs (provide moisture within the root zone) and not to water to the point of saturation. Check the soil moisture in the root zone to determine when irrigation is required.
- 10) Gardens which are of a reasonable size and in an acceptable location are permitted with prior written approval of management.
- 11) Residents are encouraged to use water efficient plumbing fixtures, appliances, dishwashers and washing machines and irrigation techniques such as drip systems.

GROUNDS FOR EVICTION

Any of the following shall constitute grounds for termination of tenancy and eviction, upon such notice and pursuant to such proceedings, as may be provided by law and in force from time to time.

- 1) Failure of the tenant to pay rent.
- 2) Failure of the tenant to comply with these rules and regulations and State and local laws and other applicable statutes.
- 3) Conduct of the tenant, upon the community premises and/or directed at another tenant or management which constitutes a substantial nuisance or annoyance.

ENFORCEMENT OF RULES AND REGULATIONS

Management will make every effort to enforce all of these rules and regulations and conditions of tenancy applicable to residency in the community equally and immediately. However, tenant agrees that the enforcement of those rules, regulations and conditions of tenancy are a private matter between the management and the affected tenant and the enforcement, or lack thereof, will not result in any damage or claim by any tenant in the community.

Tenant hereby acknowledges that he is not a third-party beneficiary of any other lease or rules and regulations between management and any other tenant in the community.

THE UNDERSIGNED TENANT(S) HAVE READ, REVIEWED AND FULLY UNDERSTAND THESE RULES AND REGULATIONS (V1.6, DATED 6/1/20, EFFECTIVE 9/1/20) AND AGREE TO COMPLY WITH ALL PARAGRAPHS LISTED ABOVE.

Tenant: _____
(Name) (Name)

_____ (Signature) _____ (Signature)

_____ (Date) _____ (Date)

_____ (Space #)

Accepted By: _____
(Name)

_____ (Title)

_____ (Signature) _____ (Date)