

## **\*IMPORTANT NOTICE\***

All skirting materials, storage sheds, additions, steps, decks, garages, or any exterior construction requires a building permit application be submitted and approved by Home Office at least 10 days prior to construction. Please keep your Lease and Guidelines for Community Living handy. Read them carefully and refer to them often. This will help eliminate any confusion and misunderstandings. Thank you!

## **GUIDELINES FOR COMMUNITY LIVING**

In order to have a neat, clean and attractive Community and one that not only we, but also the other residents of the Community will be proud of, the Management has set forth the following guidelines for living of which the residents and their guests shall abide. These are a part of your lease.

### **(1) GENERAL**

1. Management has the right to approve or reject the type, size and appearance of all homes before admittance or resale.
2. No violation of any law or ordinance of the township, county or state will be tolerated. No acts shall be committed which would place the Management or Landlord in violation of any law or ordinance of the township, county or state including arrest and conviction. Parents of children found vandalizing or breaking the law will be subject to eviction and are responsible for restitution.
3. Loud parties, loud radios, stereos, televisions, mufflers, or other excess noise, any CB radios or other mechanical or electrical devices that cause disturbance will not be tolerated.
4. Resident shall be responsible and pay for any damages caused by his or her family or guest.
5. Children shall not play in the roads or in other residents' yards.
6. No discharge of firearms, bow and arrow, hunting or trapping, etc. will be permitted in the community.
7. Violation of any Community guidelines will be handled as follows:
  - a) Tenant will be advised in writing of any violations noted by the Management and given a date by which to have the violation corrected.
  - b) If Tenant fails to correct the violation by the date specified, Management reserves the right to either perform this service for the Tenant and Tenant will be billed accordingly or expel the resident in accordance with Section 13 of the lease.
8. Residents are not allowed to operate any type of business that would interfere with the residential nature of the Community.
9. Residence can only be used as a single-family dwelling.
10. If lease is issued as a single occupant and additional person or persons will be occupying home (including a spouse, or relative), Tenant must contact Landlord to make an application for residency and have a new lease issued. If Tenant is married, both persons must sign lease.
11. Resident shall keep Landlord updated on current email address, phone numbers and place(s) of employment.

### **(2) RENT**

1. Rent is due and payable the first (1st) day of each month and must be received by the 5<sup>th</sup> of each month.
2. **All rents must be paid by check, money order or automatic withdrawal (when enrolled in Auto Pay).**

### **(3) SUBLETTING, SELLING, OR RENTING**

1. Tenant shall not assign or sublet this lease or occupancy of the manufactured home.
2. Only one commercially manufactured "for sale" sign may be used. Landlord shall furnish a For Sale yard sign and brochure box for fliers. Tenant shall give Landlord the first opportunity to purchase the home.
3. If Tenant plans to sell the home and have it remain in the Community:
  - a) The Tenant must first notify Landlord that he or she wishes the home, if sold, to remain in the community. Notification is required at least 45 days before the sale.

- b) In addition, an exterior inspection shall be conducted by community management that includes, but is not limited to, skirting, steps, shed, awnings, and the exterior condition of the home and yard. This inspection is to be requested at the time of notification as required in 3-a above.
- c) All repairs or changes, which are found necessary as a result of the inspection, must be completed 15 days prior to the sale of the home. In the event any repair is found not to be satisfactory, Landlord reserves the right to require the work be done by a qualified contractor.
- d) After inspection has been completed and the home is found to be satisfactory, Tenant shall receive from the Community Management a letter stating that the home is qualified for resale. The processing of the prospective purchaser/Tenant will not be initiated until this letter is provided.
- e) The Tenant has the responsibility to have the purchaser of Tenant's home fill out and file with the Landlord an application for tenancy at least 15 days before final approval will be given.
- f) Current Tenant's rent account must be paid in full prior to Landlord entering into a lease agreement with new approved Tenant.
- g) After the application has been approved, the purchaser must sign a new lease and pay in full the security deposit and all rent and charges otherwise due.
- h) If you plan to sell the home, but have it removed from the premises, you must notify the Manager a minimum of 28 days in advance in writing and specify the date of removal and the parties who will be removing the home.

#### **(4) HOMES AND SITES**

1. The resident shall not in any way attach additions, lean-tos, sheds, cabanas, or enclosures to his/ her home except by written approval from Landlord. We will require blueprints or drawings of any additions before their approval (See Building Permits, Section 21).
2. To make the Community more attractive, no fences of any kind may be put up by the resident without prior written permission, and submission and approval of a building permit.
3. Alterations shall not be made to the community site of the service facilities or components thereof without first receiving written permission from the Management.
  - a) The resident may plant flowers, shrubs, or trees according to Community policies, and in all aspects, shall tend and care for all plants, lawn and foliage on the site. It is the resident's full responsibility to water lawns or trees planted by the Community Management.
  - b) Trees, shrubs, and flowers may be planted only after receiving the prior consent of the Landlord; and Tenant agrees that they become a part of the real estate and must remain on the site at the termination of the lease. Landlord shall not be responsible for damage to any plants, shrubs, or lawns caused by the moving of a home on or off any site. Before planting any trees or shrubs, please contact Diggers' Hotline because there are many utilities underground and we do not want digging over electric cables, cable lines, gas lines, water and sewer. This also includes garages, or any other out buildings built on the premises.
  - c) Willow and cottonwood trees will not be approved for planting in the community.
4. The resident is responsible and must pay for damages caused by the resident while working on or around the utilities including the electrical pedestal, receptacles, television or telephone cables or pedestals, gas, water and sewer pipes, etc. Resident is also responsible and must pay for damages to sign posts, mailboxes, or lawns, etc....which damage was caused by the resident or the resident's guest.
5. To minimize any possibility of damage to Community sites or facilities, any home to be placed on a site or removed from the premises must be done so with Community Management supervision and procedure that is set forth at the time.
6. The care and condition of each Community site is the responsibility of the Tenant. However, if it becomes necessary to mow lawns, clean up unsightly rubbish, etc. maintenance charges will apply (see lease for charges).
7. The resident shall be responsible for proper installation of the manufactured home as dictated by manufacturer's installation manual, and proper installation of all utility connections.
8. No storage of any item is permitted on patios or exterior areas surrounding the home except steps, patio furniture, or other patio related items.
9. Before driving any rods, posts or like materials into ground, check with management as to the location of underground utilities.
10. Using other residents' sites for short cuts is not allowed, nor are your children allowed in other resident's yards without their expressed permission.
11. Each home MUST have the address displayed clearly on the exterior. If the Community has a standard type of number, letter, size or location, that will be the only allowable type of address. If there is no standard, any commercially produced number or letter

would be acceptable providing it is proportional in size with the norm in the community.

12. No painting or dressing of any concrete walks or patios.

13. Lawns must be BOTH mowed and trimmed a minimum of once per week or more if necessary. No weeds or tree saplings allowed to grow next to homes or in yards. Any shrubs must be maintained by Tenant.

14. Gardens: Approval from the community management must be obtained first if you should decide to plant a garden. The size must not exceed 10' x 10'. Your site must be able to tastefully accommodate a garden. All plants should be removed after the growing season. Fencing around any gardens must be built with approved materials only and must also be removed after the growing season.

15. Any alteration of the exterior color or material of your home must first be approved by the home office, with a submitted building permit.

16. Window air conditioner units must be installed with supports attached to the home, not by posts to the ground.

17. Do not install insulation in your windows. Any materials designed as an additional storm window or weatherization must be secured on the inside of the home, not visible from the outside. Tape, plastic and insulation, which can be seen on the exterior of the home, are not allowed.

18. Windows must be decorated with commercially designed window treatments, i.e. curtains, draperies, blinds, etc. Bath or beach towels, blankets, or bed sheets will not be accepted as window coverings.

19. Commercially designed lawn furniture is allowed for outside use. No old upholstered furniture or furniture designed for interior use will be allowed. Furniture should be stored away during the off-season.

20. Any lawn decorations, lawn ornaments, or flags must be commercially produced and tastefully decorate your home site. Landlord at his/her own discretion may refuse any decorations deemed distasteful.

21. Outdoor holiday decorations must be removed no more than three weeks after the holiday.

22. All removable hitches must be removed after arrival in the Community.

23. Any murals or expressions of art on exteriors of garages, sheds, or home must be submitted with a building permit and approved by Landlord prior to initiation.

24. If any entrance to the home is designed for two doors, there must be two doors at all times, i.e. inside door and outside storm or combination door.

25. If home has a wood burner or fireplace, from October 1 to April 15, no more than two face cords of firewood may be stacked neatly on the site; from April 16 to September 30, no more than one face cord can be stacked on the site. Whenever possible it should be out of view from the street. All wood must be pre-cut before it is delivered to your site

26. In the event of fire, wind, or other causes of damage to the home or any of the Tenant's property on the home site, the Tenant is responsible for debris removal. If debris is allowed to remain, Landlord at his option may have it removed. The debris removal fee will be charged accordingly to current hourly rates, plus any refuse container fees as charged.

## **(5) SKIRTING**

1. The resident shall cover the bottom sides of the home, with approved skirting or other commercially designed pre-finished material designed for residential use, leaving access doors in the utility connection area, within 60 days after arrival in the Community. Materials are to be approved by the Management before installation.

2. The resident will be expected to paint the skirting or any skirting that was installed in the past, which is not painted, then keep it in a well-maintained condition each year. Skirting must be kept in place and broken pieces replaced.

3. Hay bails, bags of leaves, or any other materials may not be placed around the skirting.

## **(6) UTILITIES**

1. Utility services from public utilities or other local sources will be billed separately.
2. It is the resident's responsibility to furnish heat tape and insulation of the water line from the bottom of the resident's home to below ground level to prevent freezing. This should be done no later than November 1st.
3. Any damage caused to operator's underground lines will be charged to the resident.
4. If you have an electric water heater and should notice that the water is off for any reason, make sure to turn your water heater off immediately to prevent damage to your element. Because we have no control over this happening, we will not be responsible for any damage done to your element or water heater.
5. The Landlord is responsible for sewer and water lines only to the top of the risers. It is the Tenant's responsibility to install and maintain sewer and water lines above the risers.
6. Tenant is responsible for the electric connection to the electrical pedestal. Tenant is responsible for the installation and maintenance of the electric line from the electrical pedestal to the breaker panel in the house.
7. Tenant is responsible for the installation or maintenance of the gas line connecting the house to the meter.
8. Landlord is not responsible for any costs you may incur due to power or water outages.
9. Residents with past due utility bills which are subject to be placed on the tax roll will be subject to evictions.
10. Tenant's name must be on utility bills.

### **(7) SEWERS**

1. Materials foreign to normal toilet usage such as disposable diapers, paper towels, napkins, Tampax, Kotex, etc..., shall not be placed in the toilets or drains. No cooking grease shall be poured down drains.
2. If sewers become plugged and any foreign items listed above are found, it shall be the resident's sole responsibility to pay for the entire sewer-cleaning bill or sewer repair.
3. Residents are responsible for the maintenance of plumbing for the prevention and repairs of leaks in faucets, water lines, and toilets.

### **(8) GARBAGE**

1. Garbage cans and/or proper plastic containers must comply with local Health Department Codes. All containers must be kept in a shed, or garage if available, or at the rear of the resident's home site, completely out of sight.
2. Garbage cans must be kept covered and not allowed to overflow. Do not at any time set garbage bags outside.
3. Do not set your garbage out to the curb for collection until late the evening before or early on the day of collection. Common sense should be used on windy days; anchor lightweight refuse and recycles.
4. No burning of debris at any time.
5. If your community has recycling containers, store the separate containers in your shed or garage.

### **(9) STORAGE BUILDINGS, GARAGES & CARPORTS**

1. A building permit must be submitted before any shed can be installed. Only one (1) storage building per site is allowed.
2. The utility building/garage must be vinyl sided with a pitched shingled roof. All siding, trim, and roofing materials must be identical to the colors and materials used on the home. The roof must be shingled with regular house-type roof shingles.
3. A base of concrete, cement slab, or gravel must be provided for the shed to rest on. This will depend on local codes.
4. All sheds shall be securely anchored to the base ground.

5. No used sheds may be brought on the premises.
6. If you plan to have a shed or garage built, you must use new materials, and submit a plan to the home office for inspection and approval. We do not allow materials such as flake board, wafer board, particleboard, or blandex as exterior siding. The materials used **MUST BE DESIGNED FOR RESIDENTIAL EXTERIOR**.
7. The resident is required to keep all exterior buildings well maintained each year. This includes any painting or residing needed to improve the building.
8. If you are interested in building a new garage on your site, you must first submit detailed plans to the home office for approval. See number 2 above. Building permits should also be obtained from the local municipality before any construction begins.
9. Garage slabs and foundations become community property and are not allowed to be removed from the premises should the resident decide to relocate. Not all sites are conducive to garage construction.
10. If a carport, whether attached or freestanding, is on more than 2 sides, a garage door on the end facing the road will be required.
11. All unpainted material, i.e. brick molding, garage or shed trim, etc. must be painted within 30 days of construction completion.
12. Any adverse affect of drainage due to new construction by resident will be corrected at the resident's expense.

### **(10) STEPS**

1. Only concrete steps or painted treated lumber decks/steps are allowed. A building permit application must be approved by the Management prior to installation. All steps are required to have a rail. Concrete blocks instead of steps will not be allowed. All treated lumber decks or steps must be sealed or stained a coordinating color to match home within one year of construction.

### **(11) SIGNS**

1. No signs without prior community approval are allowed in the yard. This includes "For Sale" signs.
2. Political signs may be displayed during election time only and are to be removed promptly.

### **(12) PLAYGROUND EQUIPMENT**

1. If playground equipment is desired, check with Management as to location of it before putting it up as we reserve the right to reject the condition of equipment and reserve the right to remove any such playground equipment that has not been authorized. Management also reserves the right to determine location.
2. If Tenant chooses to purchase a trampoline, Tenant must provide Landlord with indemnification from Tenant's insurance company. All trampolines must be dismantled after use, and not left up during the overnight hours.

### **(13) AUTOMOBILES, SNOWMOBILES OR MOTORCYCLES & BOATS**

**(LOCAL MUNICIPAL ORDINANCES WILL APPLY IN LIEU OF THE APPLICABLE PROVISIONS LISTED BELOW IN COMMUNITIES WHERE THE MUNICIPALITY OWNS THE ROADWAYS)**

1. Motorbikes, snowmobiles, mini-bikes, ATVS, and similar recreational vehicles may not be ridden in the community, around your home, empty sites or any property owned by Community at any time, except to and from marked trails at the posted speed.
2. No motorized children's toys allowed to be operated on any roads or parking areas of the community.
3. All vehicles must be registered with management. It is the Tenants responsibility to update the Landlord with new license plate numbers.
4. The resident or his guests shall drive in and out of the Community in a careful prudent manner and on the proper side of the road obeying road signs.
5. The speed limit on the premises is 10 miles per hour at all times, to all persons.
6. There should be no more than two automobiles per site. Unless prior consent is given, a \$10.00 fee per month will be charged for more than two vehicles. Residents shall park their automobiles in the designated spaces. Absolutely no parking on the streets except

by visiting guests. NOTE: Guests parking in the streets must, without exception; park with the traffic flow so tail lights may be seen by oncoming traffic.

7. Any and all vehicles must be in operable condition and display a current license plate.
8. Working on, repainting, overhauling, changing tires/oil, etc., is not permitted on streets or site. Damage resulting from petroleum or any other vehicle fluid spillage/leaks will be billed to the tenant.
9. No trucks or semi-trailers are allowed to be parked in the communities, (vans and pickups accepted).
10. Driving or parking of vehicles or recreational vehicles on lawns for any reason is absolutely prohibited.
11. Off road motorcycles, mini-bikes, ATVS, etc., shall be kept in shed or garage.
12. Fish (ice) shanties, or other such similar items, are not allowed in the community at any time.
13. Management reserves the right to charge an additional fee for storage of recreational vehicles at your site if seasonal storage area is not available.
14. All motorized vehicles operated in the Community must be licensed and operated by a licensed driver.

#### **(14) LAUNDRY**

1. Clothesline can only be strung on the following approved clothesline poles. (Check with Management to determine location before installing.)
  - a) Retractable clothes lines.
  - b) Umbrella-type clothes line poles.
  - c) Clotheslines must be retracted or dismantled when not in use.
2. Laundry is not to be hung outside overnight or for days at a time.
3. Stringing lines between trees or buildings is prohibited.

#### **(15) ANIMALS**

1. All pets must be approved and registered by Community management. "One" (1) pet per household unless there is prior approval for "two" (2) pets. There is no size limitation on dogs. Dogs that are considered aggressive or malicious, i.e. Doberman Pinscher, German Shepherd, Pit Bull, Staffordshire Terriers, Rottweiler, etc. will not be permitted into the community. Landlord reserves the right to permit or disallow any pet into the community. All dogs, regardless of size must be photographed by the community manager, prior to moving into the community, or when pet is acquired.
2. Pet owner must be with pet when the pet is outside. Tying up the pet and leaving it outside the home is not permitted.
3. Pets may NOT run lose. Pets must be on a leash, no longer than six (6) feet long, held by the resident anytime the pet is outside.
4. "Beware of Dog" signs are not allowed.
5. Noisy or unruly pets or those that cause complaints WILL NOT BE ALLOWED TO REMAIN IN THE COMMUNITY.
6. Pets are not allowed to be tied to streetlights, mailboxes, trees, shrubs, or cars.
7. Pet feces is to be confined to your lot and must be picked up daily. Please refrain from walking pets in any playground or play area.
8. All dogs and cats are subject to the local pet ordinance which includes licensing provisions. You must contact your local clerk to obtain a license for your pet.
9. The resident is responsible for their visitor/guest animals to ensure that they conform to the animal rules.
10. External animal enclosures, i.e. dog houses, kennels, pet fences, etc. are not permitted.

11. Management should be informed in writing when resident no longer has a dog.
12. Rental home tenants are allowed to have either 1 dog or 1 cat and will be charged a pet fee of \$35/month.

### **(16) ANTENNAS**

1. No external CB antennas are permitted.
2. Management reserves the right to require removal of any antennas or similar equipment that cause a problem.
3. No external devices or receivers, designed to pick up or transmit television and/or radio signals are permitted in the Community except conventional TV antennas which are allowed.
4. CB equipment installed in an automobile that causes interferences will not be allowed to be used while the auto is in the Community.
5. TV antennas, when allowed, should be mounted on a pole designed for that use and attached to the side of the house opposite the front door and more than halfway back whenever practical.
6. A permit is required for installation of a satellite dish. Only one (1) satellite dish is allowed per site. If possible satellite dishes should be mounted on the roof of the home, towards the rear. Dish must be under 36 inches in size.

### **(17) POOLS**

1. If you are considering installation of anything larger than a baby's wading pool you must:
  - a) Submit a plan to Management listing dimensions and a brochure featuring the pool, as it will look when complete.
  - b) Obtain approval from Management.
  - c) Make sure a safety cover designed specifically for pools is securely kept on the pool when not in use.
  - d) The ladder to the pool must be removed when the pool is not in use.
  - e) Check local ordinances before installing a pool.
  - f) Tenant must provide Landlord with indemnification from Tenant's insurance company.

### **(18) TENTS**

1. Tents should not remain up for an extended period of time that could cause damage to the lawn.
2. Tents must be in good condition, not faded, torn, etc.

### **(19) SNOW REMOVAL--IF PRIVATE STREETS**

1. Landlord shall plow the streets. It is the resident's responsibility to keep their drive clear of snow.
2. The Community does not allow street parking during the winter. The plow will normally concentrate on one street at a time. Cars plowed in must be shoveled out by owner. (NOTE: The above, though informational in format, is considered part of the specific rules and regulations.)

### **(20) SPECIAL**

All persons under the age of 18 will be required to observe local ordinances in regards to nighttime curfews.

- The Landlord shall not be responsible for any damage or injury, whether to person, property or otherwise, resulting from or caused by:
- a) Fire, theft and elements, falling trees or limbs of trees, falling power lines, water, snow, ice, structures themselves, or any other types of damage over which the Landlord has no control.
  - b) Anything done, caused or suffered to be done, or omitted to be done by the Tenant and/or agents or employees of the Tenant or any other person on the Community property whether by invitation or license of the Tenant or otherwise.

### **(21) BUILDING PERMITS**

**1. NO EXTERIOR CONSTRUCTION, REMODELING, OR RENOVATION, CAN BE DONE WITHOUT FIRST OBTAINING A BUILDING PERMIT**

a) Before a building permit application is approved, a set of plans detailing the planned construction and showing the finished exterior material, as well as exterior colors, and the location on the lot must be submitted.

b) CONSTRUCTION SHOULD NOT START UNTIL WRITTEN APPROVAL HAS BEEN RECEIVED.

**(22) TERMINATION**

1. At least 30 days written notice must be given prior to termination of tenancy by the tenant. This means that notice must be given before the first day of the last month of occupancy. If such notice is not given, an additional month's rent will be charged. (A month's prior notice applies to the month-to month tenancy only. A lease expires at the end of the term and the Tenant is obligated to vacate, if lease is not renewed.) No refunds of rent or taxes will be given for mid-month move-outs. Notice must be in writing. Year lease could be held for term of lease.

2. All charges must be paid prior to removal of the home from the premises. All payments are to be made by check or money order.

3. When your home was set up, the site that it occupies was clean of all refuse, debris, and the lawn mowed. When you terminate, it must be in the same condition or you will be charged for the clean up.

4. After the home is off the site, the site is clean and all charges are paid, you may request a final inspection. At that time your deposit (if any) will be processed through our home office and mailed to your new address.