

# STEVENS HOMES COMMUNITIES

Val-Vista Hillock LLC, Colonial Terrace MHP LLC, Pioneer Estates MHP LLC,  
Coachlite Green Lake LLC, Plymouth MHP LLC

## RULES AND REGULATIONS

### WELCOME TO OUR COMMUNITY

Our communities have adopted the following rules and regulations so that you may use your home site in a pleasant and enjoyable manner and also to create a basic understanding between residents and management regarding the responsibilities of each. Many rules that govern your residence in this community are established by state and local government. The following Rules and Regulations supplement, but do not replace, those established by law. Upon reading these rules and mutually agreeing to abide by them, both management and residents will sign the accompanying agreement form. As provided by law, these rules and regulations may be amended from time-to-time during the course of your tenancy upon thirty (30) day written notice to residents. Your cooperation as a resident of this community, as well as your consideration for others, will ensure a good relationship with your management and other residents.

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## COMPLIANCE WITH THE RENTAL AGREEMENT

1. The resident, and those claiming by or through the resident, must comply with all terms and conditions of the written Rental Agreement entered into with the manufactured home community owner(s) and manager(s).
2. Rent is due on the first of each month. If the rent payment arrives by the fifth day of the month, the standard amount will apply. If it is received on the sixth or thereafter there will be a \$40.00 Late Fee. **Please pay on time to avoid any additional fees.** All accounts must be paid in full; partial payments of amounts due are not accepted. Non-payment of rent when due is cause for eviction. Rental payments shall be made in the form of check, money order or electronic payment method. If mailing your payment use the mailing address provided in your rental agreement. For security reasons cash is not accepted. In the event of an eviction for cause, reasonable legal fees in accordance with local guidelines shall be charged to the resident, the payment of which shall be subject to further legal action including possible eviction. If the case must go to court, the resident is to pay all legal fees including, but not limited to, court cost and attorney's fees.
3. Resident agrees that, subject to the terms of the lease, management shall have the right to increase rent upon a written notice to the resident based on the number of days required by state law.

## RESIDENT OCCUPANCY OF THE PREMISES

4. MANUFACTURED HOME: It is the responsibility of the Resident to maintain their manufactured home in a clean and attractive condition and to keep it in compliance with all applicable laws, ordinances and regulations of the state, county, city and our community.
5. SET-UP: The move-in of a manufactured home must conform to the Community's set up regulations and be done by a reputable and licensed dealer or service company approved by management. Placement of the home on the site is to be supervised by management unless the Resident obtains Landlord approval to set-up without management supervision. Hitches and tongues, if removable, must be removed prior to occupancy and stored out of sight under the home. Axles, hubs, springs and wheels must be left with the manufactured home at all times. The home shall be set at a suitable level as prescribed by management and all local and state codes shall be met before occupancy. Management must inspect and approve set-up before occupancy.
6. REMOVAL: The removal of a manufactured home must conform to the Community's removal regulations and be done by a reputable and licensed dealer or service company approved by management. Removal of the home on the site is to be supervised by management unless the resident obtains Landlord approval to remove without management supervision. Hitches and tongues, if removed, must be removed as well. Axles, hubs, skirting, springs and wheels must be removed and go with the manufactured home. Any debris not removed will cause a cleanup fee to be charged to return the lot to original conditions.
7. UTILITY HOOK-UPS: All Residents must comply with utility hook-up requirements set by utility providers, and the community.
8. ELECTRICAL INSTALLATION REQUIREMENTS: All manufactured homes shall be connected by a qualified installer approved by management. If a permit fee is required, the Resident must pay it. The electrical installation shall be in accordance with all applicable laws, ordinances and regulations of the state, county, city and community. Upon taking possession of the leased premises, the Resident shall inspect the thermal line, electric pedestal, and sewer lines to insure they are in good working order and not damaged. If they are damaged, the Resident shall notify management of the nature and extent of said damage within five (5) days after taking possession. If the Resident fails to notify the manager of any such damage, it will be conclusively presumed that the above-noted items were in good working order and undamaged at the time the Resident took possession.

9. **SKIRTING:** Resident is responsible for skirting the manufactured home within fourteen (14) days after placement of the manufactured home on the lot. The manufactured home must be skirted with skirting approved by management. The skirting must be installed on a wood base consisting of double treated 2x4's staked to the ground. Skirting must complement the home, must be plumb from ground to home, and be completely intact. All skirting must be properly anchored, seamed and edged. All homes should be tied down as required by local or state regulations. Staking to the ground is not acceptable and will not be approved. Skirting must be kept clean and in good repair at all times. Please be careful when trimming grass – do not put holes in skirting.
  
10. **WATER AND WASTE WATER AND SEWER DISCHARGE:** Water shall be furnished to each home site by a city or rural water provider and may be metered separately. Resident must show proof that the required deposit for water has been paid to the proper provider, if required, before commencing tenancy. Certain communities will have domestic water provided without charge, but individual meters will be installed to track usage and individual lots will be billed for waste water and sewage discharge based on those individual meter readings. In these communities a charge may be made for meter reading and billing. **Please check the disclosure sheet providing specific information about utilities for the community in which you are renting a lot.**
  
11. **STEPS, PORCHES, DECKS AND SHEDS:**
  - A. **STEPS:** All entry steps must be approved by management. Concrete, treated wood or fiberglass steps are allowed and must be appropriately stained or painted and must have handrails and must meet all state and local building codes. If opening under the deck or steps is visible, it must be covered with approved skirting material to complement the home and have toe kicks installed to be consistent with the décor or the steps or manufactured home.
  - B. **PORCHES AND DECKS:** Plans for deck/porch construction must be submitted and approved by management before submitting them to the local building authority for a building permit. Decks/porches will remain the property of the Resident and must meet all state and local codes as to materials, foundation, deck load, anchoring, and railing requirements. Decks/porches must also meet the requirements of management, must be enclosed on the bottom with skirting materials to match the manufactured home skirting, must be stained or painted, to maintain an attractive appearance and must be reasonably maintained. Decks/porches on front door side of home must meet requirements of local building codes. Gazebos must be properly anchored to insure they do not cause damage to other tenant's or community property.
  - C. **STORAGE SHED:** Placement of the shed on the lot must be approved by management. Maximum shed size will be 10' x 16'. Sheds must meet all state and local codes as to materials, foundation, deck load, anchoring, etc. Only one shed per home permitted. Storage of any other kind outside the manufactured home is absolutely forbidden. If a garage is built on a lot that previously only had a shed, then the shed must be removed unless it is approved by management to remain in the community. For existing storage sheds paint or stain must be consistent with the color of the home and may not be faded if shed does not have vinyl siding. Doors must be intact and straight; hardware may not show signs of rust and the roof should not have any visible damage. Any utility service run to the shed (water/electricity) must be to building code.
  
12. **AWNINGS AND CARPORTS:** All awnings or carports must be approved by management prior to purchasing and installation. All awnings or carports must be fabricated or aluminum, designed for awning or carport application, must meet all state and local building codes, installed in a safe manner and correspond with the décor of the manufactured home.
  
13. **FENCES:** No new fences will be allowed. Landscape dividers, railroad ties, and landscape timbers may be used only after approval by management. Existing fences may be allowed to remain only to the extent that they are maintained in excellent repair, but under no circumstances will they be allowed to remain upon the transfer of the home to a new resident. Existing fences may not be located between the home and street and must be as

far away from the street as possible, preferably a minimum of 10' from the street. Existing fences must be kept straight, plumb, in good repair, with the top rail in place and all post straight. Materials should not be bent or bowed. The fence gate must be straight and functional. Grass is not allowed to grow through the fence. Existing fences must be removed when the current owner sells the home and vacates the premises or, in some circumstances, at the request of management.

14. FIREPLACE/FIRE PITS: All fireplaces and chimneys installed must be in compliance with all state and local building codes. A local building permit must be acquired by the homeowner before the start of installation. Fire pits will be approved on a case-by- case basis, by community manager and meet/comply with all local codes and ordinances. If a 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 site. From April 16 to September 30, no more than one face cord may 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.
15. CLOTHESLINES: Clotheslines can only be strung on the following approved clothesline poles. (Check with management for prior written approval before installing)
  - a. Retractable clotheslines.
  - b. Umbrella-type clothesline poles.

Clotheslines must be retracted or dismantled and stored out of sight when not in use.

16. ANTENNAS AND SATELLITE DISHES AND CABLE: Outside television antennas and satellite dishes may be used if kept in a presentable condition and in good working order, **Placement must be approved by management**. The placement of the dish or antenna will be at the back half of the home. If placed on the home, it must be installed at roof height. They may be placed on a post in the back half or the Residents yard or attached to the roof of a storage shed. They may not be placed on the front half of the home or attached directly to the front of the home. If the Resident has any questions as to where it should be placed to meet standard, management should be contacted. Any placement that does not meet the standards must be moved at the Resident's expense. The Landlord may require that a particular antenna or dish be removed if, in the Landlord's sole discretion, its appearance becomes unsightly. **We do not allow any cable wire to be drilled through the outside of the home. All wires must come up through the floor into the home.**
17. COMMERCIAL SIGNAGE – SOLICITATIONS: Signage of any kind is not allowed. In addition, no peddling, soliciting, or commercial enterprise is allowed in the community. "Commercial enterprise" is defined to mean, among other things, Ghost Kitchens, pet sitting, or babysitting on a regular basis for individuals **other than registered residents or community employees**.  
**Exception: Political endorsement signs (vote for..., vote yes/no on...) are permitted six weeks before an election and up to two weeks after an election. No other political/social signs are allowed, in particular signs with foul language/connotation.**
18. REQUIRED IMPROVEMENTS: Any improvements required by the rental agreement or rules and regulations must be completed timely and in a good and workmanlike manner, will be capable of removal at the conclusion of the tenancy, and will be completed free of liens and in compliance with all applicable codes and ordinances.

#### GENERAL USE, MAINTENANCE AND GUESTS

19. RESIDENTIAL USE: **No person(s) shall occupy the leased premises except those persons approved by management and listed on the Rental Agreement executed by the landlord**. The Resident shall personally occupy their manufactured home only as a dwelling unit and may not rent manufactured home nor assign their tenancy to another person unless prior written approval of management is obtained. The Resident(s) name must be on the title to the home. A copy of the title is to be given to management to be stored in the resident's file.

20. GUESTS: Resident agrees that the Community reserves the right, in the Community's sole discretion, to exclude from the community, and therefore from the lot, any third party, either temporarily or permanently. Any violation of the Community's directive excluding a third party will be deemed and treated as a trespass committed by that third party. If Resident is deemed to be complicit in such trespass, such conduct will be deemed a material noncompliance with this Rental Agreement. If Resident objects to the exercise of this right by the Community, Resident's exclusive recourse will be to terminate this Rental Agreement by written notice to Community given at least the number of days required by state law prior to a rent due date. Upon such termination the rights of the parties will be the same as though the Rental Agreement had terminated as originally provided, without renewal. During the term of this Rental Agreement the Resident further agrees to cooperate with Community and law enforcement agencies in enforcing criminal laws with respect to the property of Community and the lot, and to require persons residing with Resident and Resident's invitees to identify themselves by true name, address, and relationship to Resident upon request by the Community or law enforcement authorities.

21. PARKING: There shall be no on-street parking in the community at any time, if an off-street parking pad is provided, for the full-time use of a Resident's car. There is to be no parking at the end of dead-end streets in any community, especially in the winter months as snow is pushed off these areas. The Landlord will allow the installation, at the absolute sole discretion of management, of an additional parking pad on those lots which will accommodate such a pad. Because of certain community designs not all lots will allow such a placement and some lots may accommodate the pad in front of, or some besides, the existing pad. The entire cost of installing the extra parking pad will be paid for by the Resident.

These pads will be considered a permanent improvement to the community and may not be removed when the original installer's lease is terminated. All areas surrounding the new pad must be backfilled and put back to grass by the Resident at the Resident's expense. This extra pad will be for the use of an extra car only and not for other vehicles already not allowed in the community as stated in these community rules. No parking is permitted on sidewalks, streets or lawns. Vehicles illegally parked, or vehicles parked in community parking areas and left unattended for an extended period of time will be towed out of the community at the vehicle owner's expense. No junk cars or other non-operable equipment shall be stored on the lot. Landlord is not responsible for any loss or damage to Resident's property stored in the parking area, or in any other area of the manufactured home community. Residents shall make all reasonable efforts to prevent gas, oil and grease leakage from vehicles on concrete or blacktop and must clean up these areas if such a leak is found on the parking pad.

22. HOME SITE MAINTENANCE: Toys, bikes, tools, non-outdoor items, etc. must be kept inside the manufactured home or storage shed and cannot be left outside overnight. Storage that causes fire or health hazards is not permitted. Residents shall keep their home site neat and clean and free of litter. Each resident shall be responsible for lawn maintenance, mowing, gardening and general maintenance of their home site. Grass shall not be cut shorter than 2 ½ inches, and yard must be trimmed at the time of mowing. Lawns should be mowed once per week or more if needed and grass length cannot be more than 6 inches. Digging must be approved by management prior to digging. No deceased pets may be buried on the lot. Only proper de-icing chemicals allowed, no salt allowed on concrete. Neglected amenities, which includes inadequate cutting of grass, weed control, or collection of litter may be maintained by management at a charge of the actual amount charged by the vendor to complete the task(s) each time it is necessary because of a resident's failure to do so. All such charges are due as additional rent on the first day of the month following billing. Any changes in home size, additions or attachments to the exterior, or exterior painting, must be first approved by management to assure compliance with all state, local, and community building codes, rules, or standards. Violations in regard to home or home site maintenance, as with violations of any other rule, can lead to eviction.

23. MANUFACTURED HOME MAINTENANCE: It is the responsibility of the Resident to generally maintain the physical condition and appearance of their manufactured home so that the aesthetic quality and appearance of the

community and the value of the community are protected and preserved. Residents must immediately replace or repair damaged or missing skirting and siding, broken windows, exterior doors and awnings, and broken or deteriorated handrails, porches and decks. Chipped or peeling paint and rusty screws must be repaired, painted or replaced as needed. Management must approve paint colors. All homes must be kept in good repair and in a neat and orderly condition and free of debris at all times. Homes with vinyl siding must keep it clean and free of dirt and moss. House numbers are to be visible from the street and compliant with city code.

Plastic shall not be attached or visible on the exterior of the manufactured home, and raw insulation must not show through windows at any time (i.e., plastic over windows during the winter months.). The home must have proper window treatments such as mini-blinds or curtains and may not have blankets, towels, etc. hanging in the windows. There shall be no homemade or manufactured energy saving devices, such as solar panels, without management approval. Porches may have plastic covers from November to March but must be in good condition and removed/replaced if damaged.

Window air-conditioners must be installed properly, with management approval, but may not be installed on the front (or "street") side of the home.

No tires or weights shall be placed on the top of the home.

24. REFUSE AND GARBAGE: Garbage, depending on the community, will be collected weekly or more frequently and must be kept in the furnished trash receptacle, in plastic bags, provided by the trash company or deposited in the dumpsters provided at the entrance/exit. Individual containers must be stored out of site. No extra trash cans or garbage is to be kept outside the home. It is the Resident's obligation to place the trash in front of the home on pickup day if your community has at home trash service. Any resident who is handicapped or unable to move the trash to this location needs to notify management so other arrangements can be made. Burning of leaves, trash, and/or yard waste is not permitted. Disposable diapers, wipes (disposable, baby, make-up, etc.), tampons, and sanitary napkins must be placed in a refuse container (not in the toilet). Newspapers or magazines not already in containers must be tied with twine when disposed of. Residents are required to keep home sites free of health or fire hazards. In all events, containers and trash disposal must comply with applicable codes and ordinances. The Landlord shall pay for regular garbage collection if your community provides that service. However, the Landlord shall not be responsible for any charges for excess containers or other items not included in regular garbage collection services shall be charged to the Resident. Some communities do not include trash collection in the rent and trash collection costs will be paid by the resident who will sign up for service with the required provider. IN COMMUNITIES WITH DUMPSTERS: DO NOT PLACE FURNITURE, APPLIANCES, DEAD ANIMALS, LEAVES, GRASS CLIPPINGS, CARPET, ETC. IN THE DUMPSTERS. RESIDENTS MUST ARRANGE TO HAVE THOSE ITEMS REMOVED BY OTHERS AT THE RESIDENTS EXPENSE.

25. WATER AND SEWER LINES: The manufactured home community will keep the main sewer and water trunk lines open and running at all times. Any stoppage of the branch line or freezing of water pipes is the responsibility of the Resident. All lines must be properly protected with heat tape and heat stick (where installed) during the winter months. No running of water to prevent freezing of pipes will be allowed as this can freeze and damage the sewer lines to your home and waste water. The Landlord shall not be liable for any frozen pipes or sewers caused by resident actions.

## **FINANCIAL AND LEGAL RESPONSIBILITIES**

26. SECURITY DEPOSIT: A security deposit of no more than two (2) month's initial rent is required of residents prior to their manufactured home being placed on site or ownership transfer. The security deposit will be returned when the Resident leaves, gives proper notification, all rents and related charges are paid current, and the home site is vacated in good and undamaged condition in accordance with management requirements and existing state or local

laws, ordinances, and regulations. Residents must notify management, in writing, the number of days required by state law prior to terminating their lease or moving their home from the community. Failure to give proper notice will cause the security deposit to be forfeited. Default of a lease or other legal agreement shall be cause for forfeiture of a security deposit. You must notify the community office of a forwarding address upon terminating your tenancy. If no mailing address or instructions are provided to management within one year of termination of tenancy, the security deposit shall become the property of the Landlord. This provision will survive the termination of a tenancy. Security deposits are non-transferable.

27. RENTS PAYABLE: Monthly home site rents are due on the first of each month and payable in advance by check, money order or electronic payment. **If it is paid on the sixth or thereafter there will be a \$40.00 late fee.** Please pay on time to avoid any additional fees. All changes affecting your rent structure can only be affected through the community office. Written notice in compliance with the number of days required by state law shall be given before vacating the community unless waived by management. In any event, Residents are not permitted to vacate the community prior to the end of their lease term unless rent is paid for the full period. Note: Resident will be charged twenty-five dollars (\$25.00) NSF (non-sufficient fee), along with the late fee, for each personal check/electronic payment they make that is returned by the bank due to non-sufficient funds, the account being closed, or any other reason. Only money orders or cashier's checks will be accepted in replacement of returned checks. Bad check writing may result in only money orders or cashier's checks being accepted for future rent payments on a permanent basis.

28. ADDITIONAL FEES: Any state or local taxes that management is compelled to collect on each manufactured home or home site will be collected by management and remitted to the proper taxing authorities. Such charges shall be deemed additional rent. Any amounts that the Landlord is required to pay by any utility provider because of Resident's failure to pay will be charged to Resident as additional rent along with management fees. Failure to pay utility charges to the utility provider will be deemed to be a breach of the Rental Agreement.

29. REGISTRATION: All additional occupants beyond those listed in the Rental Agreement must be registered and be accepted by management. Each Resident must also complete a standard application form. All residents, including any household occupant 18 years of age or older, must be pre-approved for residency by management in order to reside in the community. The application and the registration forms **MUST BE KEPT CURRENT**, within ten (10) days of any change. Resident homeowners are responsible to register all vehicles, their license numbers and all occupants.

30. ELECTRIC, GAS, TELEPHONE AND WATER: These utilities are provided to each home site, where available. The responsibility for providing service to each homeowner is the sole responsibility of each utility company. The resident will pay all deposits and bills rendered by the utility companies. Residents will not tamper with meters or equipment. Failure to pay utility charges will be deemed to be a breach of the Rental Agreement. Resident hereby grants to Landlord the right to obtain information from each utility provider about Resident's account with the utility provider. Any amounts that the Landlord is required to pay by any utility provider because of Resident's failure to pay will be charged to Resident as additional rent along with management fees.

31. TELEVISION: Any Resident who chooses to use cable television or satellite service will be required to pay all deposits and charges and deal directly with that company on service requests. Placement of all satellite dishes must be approved by management.

32. PETS/ANIMALS:

A. The following provisions regarding pets and animals are all subject to, and excepted by, applicable federal and State law, including the federal Fair Housing Act and State Civil Rights Acts, pertaining to service dogs/animals and assistance/companion/emotion support animals, and nothing contained in the Rules and Regulations shall be construed as waiving, limiting, or extinguishing the residents' rights under any such law.

B. Pets/animals are prohibited unless the Resident obtains prior written approval by Landlord or Management and signs our Pet/Animal Policy. All animals must be registered on **[petscreening.com](http://petscreening.com)**, see your property manager for



details. If a pet is acquired and not registered, that action constitutes material noncompliance with the Agreement. An up-to-date vet record of shots must be provided on [petscreening.com](https://petscreening.com) for all pets/animals. The Landlord reserves the right to decide, in its sole discretion, which pets/animals are approved and allowed to reside in our communities. Each household may keep no more than two pets. Pets that create a nuisance or pose a danger to any person in the community will not be allowed to remain in the community. Dogs that continually bark and cause a nuisance to neighbors will not be allowed. "Beware of Dog" signs are not allowed in the community. Pet fees charged for a pet must be paid monthly with rent payments. Non-payment of pet fees is cause for eviction. Deceased animals must be disposed of off-site and are not allowed to be buried on the lot or cremated on site.

- C. Resident must be outside with their animal at all times. Pets/Animals must be on a leash that does NOT infringe on neighbors' yards, common areas or streets.
- D. Pets are not allowed to be tied up to the deck or trees.
- E. Pets/Animals will not be allowed to use other resident's sites to rid themselves of waste. Pet/Animal waste will be removed daily.
- F. The following breeds or mix of breeds are not allowed by the community's insurance carrier: **Akitas, Alaskan Malamutes, Chows, Doberman Pinchers, German Shepherds, Huskies, English Mastiff, Bull Mastiff, Pit Bull ( including, but not limited to American Pit Bull Terriers, American Staffordshire Terriers, Bull Terriers), Rottweiler, Wolf Hybrids.** Pet liability insurance of \$300,000 must be carried by the resident naming the community as a co-insured if a Resident owns a restricted breed or mix of a restricted breed for the dog to remain in the community.

33. FIRE HAZARDS: Each home must be equipped with a fire extinguisher and smoke detectors.

34. TELEPHONE NUMBERS: Each Resident must provide management with their telephone number, even if that number is unlisted. This number will not be given to anyone not affiliated with the management of the community. Each Resident must provide management with the name, address and telephone number of their emergency contact.

35. NOISE CONTROL: It is intended and expected that the community will be free from disturbing noises of any kind AT ALL TIMES. Vehicles with noisy mufflers will not be allowed in the community and any such vehicle belonging to a Resident must immediately be repaired if it becomes loud. The use of any type or class of fireworks is prohibited in the community and the immediate perimeter of the community.

36. UTILITY REPAIRS RESPONSIBILITY: The Landlord shall be responsible for the proper maintenance and repair of all sewer lines and water service lines below grade level. Utility companies, such as telephone, gas and electric are responsible for their individual underground facilities leading to your home. In other words, the Landlord will be responsible for below- ground improvements and the resident shall be responsible for any damage and repairs above ground. Should the resident damage any below-ground improvements caused by malfunctioning heat tape, plumbing work or digging, damage will be repaired by Landlord personnel or its contractors and charged to the Resident. Should the blockage of a sewer line be the result of items discarded by the Resident into the sewer, the cost of repair shall become that Resident's responsibility.

SPECIAL NOTE: Housing units may be located above sewer lines and other utilities. If it becomes necessary to move one or more housing units in order to make repairs, affected residents will be given as much notice as is feasible under the circumstances. The Landlord will be responsible for the cost of moving the housing unit, relocating the housing unit either temporarily or permanently, and reconnecting utilities, skirting, and decks, but will not be responsible for any other or further consequential damages. Each Resident takes and holds possession subject to this understanding, and with the knowledge that delay in the moving of such housing unit(s) may cause foreseeable, consequential damages to the Landlord, other Residents, and others.

37. SIDEWALKS, PATIOS, PARKING SPACES: It is the responsibility of each Resident to keep sidewalks, patios, and on-site parking spaces free of ice, snow and all other hazards.

38. VEHICLES: Vehicles parked on home sites must have current license plates or tags and be operable or be removed from the community. The exterior condition or appearance of all resident vehicles must look presentable. Large trucks or other vehicles over ¾ ton are not permitted to be parked on-site. Trucks of this description are only allowed in the community temporarily for servicing the community or residents. Resident must notify Landlord in the event of a change in vehicles giving a complete description of the new vehicle. The number of vehicles to be kept at the site must remain as Resident's lease rental agreement stipulates unless prior written approval is received.

39. GARAGES: All garages must be pre-approved in writing by management and may be placed only on lots approved by management that will work in accordance with local city ordinances. Not all lots will accommodate a garage based on the design of certain communities. If a home is removed from the community and there is a garage present on the lot, the resident has 2 weeks to remove the garage completely from the lot, including the concrete slab, and must re-sod the yard or the garage becomes the property of the community. If a garage is built on a lot that previously only had a shed, then the shed must be removed unless it is approved by management to remain in the community.

40. VEHICLE REPAIRING: Minor repairing on-site, such as tune ups, fan belts, tires, batteries, etc., will be allowed. Repairs such as replacing transmissions, engines, body refinishing, etc., are not permitted. Vehicles cannot be put up on ramps or blocks for more than one day for repairing. Vehicles are not to be disabled for more than twenty-four (24) hours for repairs or maintenance.

41. TRAFFIC AND VEHICLE REGULATIONS: All traffic regulations and customary rules of the road will be obeyed throughout the community. Speed limit for all vehicles within the community is posted. Drivers must be alert at all times, aware of pedestrians and bicycles, and observe all traffic rules of the community. Violators will be issued violation notices. NO ILLEGAL, ON-STREET PARKING IS PERMITTED. Residents are responsible for their guests' actions and may be held ultimately responsible for those actions.

42. MOTORCYCLES: Licensed motorcycles may only be ridden to and from the resident's home. Motorcycles must have quiet mufflers. Homeowners will be held responsible not only for their own actions, but for actions of their guest as well. Motorcycles cannot be parked or stored on lawns. Operation of mini-bikes, go-carts, dirt bikes, snowmobiles or any other gas-powered recreation vehicle that is not street licensed is prohibited.

43. RECREATIONAL EQUIPMENT STORAGE: Boats, trailers, motor homes, un-mounted truck campers, snow plows/other vehicle attachments, and snowmobiles may not be kept on-site. These items must be kept outside the community.

44. SWIMMING POOLS, TRAMPOLINES, TENTS, BASKETBALL HOOPS: No pools of any size and no trampolines of any size are allowed in the community. Individual swing sets must be approved by management and maintained in good condition. Tents are allowed if only left up for a day or two and may not be put up longer as damage to the grass will result. Basketball hoops may not be attached to rental homes. Portable basketball hoops may be used at resident home site with the express written consent of management and only in the event that the community does not offer this amenity. Portable basketball hoops must not obstruct traffic or deny access to their homes or home sites and must be stored out of sight when not in use.

45. CHILDREN: Children under sixteen (16) years of age must be off the streets by curfew set by local ordinance or 10:00 p.m. if no such ordinance. Parents will be held accountable for their children's actions and any damage caused by them. Children are not to play in the streets. Children are not to play on other resident's home site without permission from the homeowner. Children must be supervised by a parent or adult sitter at all times.

46. RESALE OF MANUFACTURED HOME: A written notice is required per the number of days required by state law. Manufactured home sites are non-transferable. Manufactured homes may not be sublet. Residents may resell their

home on its site within the community so long as the home meets community specifications. If the home does not meet these specifications, it must be brought into conformance before the home can be sold. Residents selling their home on-site must have their home inspected by management prior to selling. A nominal fee may be charged for this inspection. No home will be allowed to remain on site and the home site will not be transferred to your buyer without a resale inspection form from management. Your purchaser must apply for tenancy at or before your request for a resale inspection form. Prior to finalizing the sale of your home, after receiving a Resale Authorization Approval, your purchaser must have been accepted as a Resident for the home site, pay all applicable fees and deposits; and provide proof of ownership (copy of title). Qualification for acceptance into the community for site rental will be based upon acceptance of terms of the then-applicable Rental Agreement and rules and regulations, and verification of credit, income, etc., of the purchaser. Resale inspection requirements include type and condition of shed, skirting, steps, decks, porches and additions, exterior appearance, broken windows, exterior doors, air conditioner foundation or installation, exterior sewer pipes and tie downs. The Resident or the person selling the home is responsible to conform to all inspection requirements. No for sale signs of any kind shall be erected on the home site or the exterior of the home by the homeowner. Title, Title application and bill of sale must be provided to property manager along with check for appropriate transfer amount. Property manager will submit title transfer to local governing body.

47. MANAGER: Correspondence regarding community related matters shall be given to the Manager. In case of emergency, the Manager shall be notified but only after local authorities (i.e., police, fire department, ambulance, etc.) have been called. All complaints need to be in writing and presented to the manager so a copy can be filed and reviewed for follow up of action taken to address the issue noted in the correspondence.

#### **LANDLORD'S RIGHT OF ACCESS**

48. ABANDONMENT: If a Resident abandons a home on a manufactured home site, the manager will make a reasonable effort to notify the owner and/or lien holder of the home or other known claimant in a reasonable time and inform such person(s) of their liability for any cost incurred for the site, including rent and utilities due and owing. The owner, lien holder and such claimants are jointly and severally responsible for payment of such costs. The home may not be moved from the manufactured home site without a written consent from management acknowledging clearance for removal and showing all monies due and owing as paid in full or that a satisfactory agreement has been reached between owner and management.

49. EMERGENCIES: Management shall have the right to enter a home owned by a Resident or rented by a Resident if such access is necessary to prevent damage to the manufactured home or manufactured home site, is in response to an emergency situation, or the Resident has abandoned the premises.

50. MAINTENANCE: Management shall have the right to enter onto the manufactured home site or the manufactured home, if said manufactured home is rented from the Landlord, and make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the premises to prospective or actual purchasers, mortgagees, residents, workers, or contractors with twenty-four (24) hours written (includes email & text) notice.

51. ILLEGAL DRUG ACTIVITY: Management shall have the right to inspect periodically all common areas of the manufactured home community for evidence of illegal drug activity. In addition, management will maintain a record of all suspicious activity suggesting the presence of illegal drugs. If you observe any of the following items, you must promptly report it to management:

- (a) Unusual odors;
- (b) Persons who appear to be under the influence of drugs;
- (c) Pipes for smoking drugs;
- (d) Scales for weighing drugs;
- (e) Other drug paraphernalia;

- (f) What appears to be illegal drugs; and/or
- (g) Other suspicious activity that suggests illegal drugs are being used, stored, purchased, sold, or delivered on the premises.

If deemed appropriate, suspicious activity will be reported to the local police department and the Federal Drug Enforcement Agency.

52. **ROUTINE ACCESS:** Management shall have the right to enter onto the manufactured home site for maintenance of utilities, protection of the manufactured home community and to conduct periodic site inspections. Management may not enter a community-owned manufactured home for the purpose of routine inspection or repair without the consent of the occupants (which cannot be unreasonably withheld), or prior to giving the occupant twenty-four (24) hours written (email/text) notice of required entry. If the Resident refuses to allow lawful access to the manufactured home or manufactured home site, management may terminate the Rental Agreement and recover actual damages sustained.

### **STORM STRUCTURES AND EMERGENCY CONDITIONS**

53. **IMPORTANT NOTICE.** Landlord may provide access to basements or concrete buildings, for shelter, located in the park. If such access is provided, the undersigned agrees to use such structure in a prudent, non-offensive, and non-dangerous manner and in compliance with the Rules and Regulations imposed by Landlord from time to time. The undersigned and their guest or invitees shall use said structure at their own risk, and Landlord shall have no liability for any and all damages or injury incurred by such persons except where the same is caused by Landlord's negligence. Finally, the undersigned acknowledges that such structure was not built, and is not required to be built, in accordance with FEMA standards.

54. The streets should not be blocked by parked vehicles in the event that there should be a need for emergency vehicles to enter the community.

### **MISCELLANEOUS**

55. **INDEMNITY:** Resident(s) hereby agree to indemnify and hold harmless management or owners from and on account of any damage or injury by fire, theft or accident to any person(s) , or to the furniture, equipment, records, goods, wares, manufactured home or merchandise of any person(s) arising from the failure of a resident to keep the manufactured home and their lot in good condition as herein provided, or arising from the negligence of any co-residents or their guests, or by any owner or occupant of adjoining or contiguous manufactured homes. Resident agrees to pay for all damages or injuries to management or other residents, their guests and families caused by the Resident or their family or guests, whether by negligence or misuse of the manufactured home property or its facilities or otherwise. Management does not provide insurance coverage for the property or liability of residents except where management is the cause of the damage by their own willful misconduct. Residents are required to carry homeowner's insurance. The landlord is to be named as an additional insured. Proof of insurance must be provided by the resident within 30 days of signing a lease. Each year after the resident must provide proof of insurance to management by anniversary month of lease commencement. Should a home be damaged or destroyed by fire, it is the resident's responsibility to see that the repairs are made immediately, or that the home is removed from the community premises within ten (10) days, and that rent is paid in full prior to removal of the home.

56. **WEAPONS:** No firearms, BB guns, air rifles, pellet guns or other weapons of any kind are to be shot or used within or toward the manufactured home community. Use of bow and arrows is also prohibited.

57. OPTIONAL IMPROVEMENTS: Residents may, with the consent of management and filling out our “Home Site Application,” make improvements to their premises. Upon termination of the Rental Agreement, the Resident must leave the site in substantially the same or better condition than existed upon taking possession.

58. HEALTH AND SAFETY: It is the responsibility of each Resident to maintain their manufactured home space and the home, if also rented, in as good a condition as when the Resident took possession, comply with all obligations primarily imposed upon Residents by applicable provisions of the city, county, and state codes materially affecting health and safety; keep that part of the manufactured home community that the Resident occupies and uses reasonable clean and safe; dispose of all rubbish, garbage, and other waste from the Resident’s manufactured home space in a clean and safe manner; not destroy, deface, damage, impair or remove any part of the manufactured home community or knowingly permit any person to do so; and conduct himself or herself and require other persons in the manufactured home community with their consent to conduct themselves in a manner that will not disturb the Resident’s neighbors’ peaceful enjoyment of the manufactured home community. **The resident is responsible for keeping the residence free of all insects, rodents and mold including the cost of treatment and extermination required during their residency and/or upon the termination of their residency when infestation exists due to the resident’s negligence.**

59. REMEDY: If a Resident’s failure to comply with the requirements of Rule 56 above materially affects health or safety or causes destruction or disrepair and the Resident fails or refuses to correct such failure or make repairs as promptly as conditions require or within fourteen (14) days after written notice from the Landlord, whichever is first, the Landlord may enter the manufactured home site and the home, if also rented, and make the repairs and correct deficiencies and submit an itemized bill of the costs as additional rent. Such amounts shall be due on the first of the month following such submission and shall accrue interest at five (5) percent per annum until paid in full.

60. HOLIDAY/TEMPORARY DECORATIONS: ALL outdoor holiday/celebratory decorations must be removed no more than three (3) weeks after the holiday/celebration. **Political endorsement signs (vote for..., vote yes/no on...) are permitted six weeks before an election and up to two weeks after an election. No other political/social signs are allowed, in particular signs with foul language/connotation.**

61. INTERPRETATION: Headings used in the Rental Agreement or in these Rules and Regulations are for convenience only. Residents are responsible to read such documents in full and to be familiar with their contents. Headings do not alter or limit the text. References to management include the Landlord, the Manager, and any designee of the Landlord.

62. AMENDMENTS: The Landlord reserves the right, from time-to-time, to revise, amend, or modify the contents of these Rules and Regulations. Residents will be notified of the rule revision thirty (30) days prior to the revision or addition to the rules being effective. A copy of the revision or addition will be sent to Resident. It is understood and agreed that the distribution of a revision or addition to the rules to each home site will be deemed sufficient notification, and residents will govern themselves accordingly.

63. EQUAL APPLICATION FOR GUIDELINES: These rules and regulations are designed to create and maintain a harmonious and comfortable living environment. Fair and equal application of these Rules and Regulations is the committed responsibility of our Communities and will be maintained by its management personnel. Community management invites you to bring all matters affecting your tenancy to their attention.

64. GRANDFATHER PROVISION: Existing improvements (except fences) which do not strictly comply with these Rules and Regulations will be permitted to continue in place until the home on the lot is sold, there is a change in possession, or their condition is, or deteriorates to the point, such that they are either unsafe or unattractive in appearance, whichever event first occurs. The acceptability of their condition will be determined in the sole discretion of the management.

65. **ACKNOWLEDGEMENTS:** Each Resident must sign an acknowledgement in the form shown at the end of these Rules and Regulations or any amendments thereto and return it to the management within ten (10) days.

Resident Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

I/We have received the Community Guidelines for Living and do hereby accept and agree to comply with all of the terms and conditions stated within this document.

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Signature – Resident

Date

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Signature – Resident

Date

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Signature – Resident

Date

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Signature – Management

Date

**Resident Copy  
To be retained by Resident**

Resident Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

I/We have received the Community Guidelines for Living and do hereby accept and agree to comply with all of the terms and conditions stated within this document.

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Signature – Resident Date

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Signature – Resident Date

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Signature – Resident Date

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Signature – Management Date

**Management Copy**  
**To be completed and returned to Manager**