

MOBILE HOME PARK

RULES & REGULATIONS

1. PURPOSE

- a. The purpose of creating Rules and Regulations for any residential community is to maintain harmony within the community and provide consistency in what neighbors can expect of each other. When these expectations are met, the community maintains quiet enjoyment to the benefit of the Residents.
- b. Defined terms in these Rules and Regulations shall have the same meanings as in the Lot Lease or Mobile Home Lease executed by Resident.

2. ADDITIONAL BUILDINGS, STRUCTURES & INSTALLATIONS

- a. Resident shall not construct, erect or place upon the Lot any type of building, masonry structure, deck, porch or awnings without the prior written approval of the Community Owner. If the Community Owner does not approve Resident's request, the Community Owner shall inform the Resident of the reason of the disapproval. All buildings, structures or other installations shall be constructed in a professional manner, shall be maintained to meet the health, safety and aesthetic requirements of the Park, and shall be sided to match the Resident's Mobile Home.

3. ASSIGNMENT AND SUBLETTING

- a. The Park maintains an admission process to create a safe, and economically viable community. For this reason, Residents may not assign or sublet their Lot or Mobile Home in whole or in part without the written consent of the Community Owner. Proposed subtenants or assignees will undergo a similar admissions screening as Residents and pay a \$35.00 to Community Owner as a credit / reference/ background check reimbursement. Assignment or subleasing without the written permission of the Community Owner is a substantial violation of the Lease.

4. COMPLAINTS REGARDING NEIGHBORS

- a. The Community Owner requests that problems, which arise between neighbors, should be handled through open communication between the neighbors. If Resident wishes to have the Community Owner get involved in a dispute the Resident must explain the dispute in writing to the Community Owner and sign the complaint. The Community Owner may or may not choose to be involved in the dispute.

5. CONDITION OF LOT AT LEASE EXPIRATION OR TERMINATION

- a. The Resident, at the termination of the Lease, shall deliver the Lot to the Community Owner in a clean condition, free and clear of all rubbish, trash, scrap, and all personal property, with all infrastructure, septic connections, electrical connections and cable television connections in good working order.

6. DRIVEWAY MAINTENANCE

- a. The Resident shall be responsible for the maintenance of Resident's driveway. This maintenance includes snow removal. Snow shall not be deposited into Park roadways or other resident lots.

7. FEES

- a. Fees levied against a Resident pursuant to these Rules and Regulations shall be due and payable immediately upon billing.
- b. If the Community Owner determines that a violation of the Rules and Regulations or the Lease has occurred, the Community Owner may take one or more of the following actions:
 - i. Issue a warning to cease such improper conduct.
 - ii. Notify the Resident of Resident's violation is substantial violation of the Lease
 - iii. Request written complaints from neighbors or improper conduct.
 - iv. Notify police and request action.
 - v. Charge Resident for the cost of rectifying the problem. In the event Community Owner undertakes any repair or maintenance which is the responsibility of the Resident, or otherwise performs or causes to be performed any matter or action for which Resident is liable hereunder, Community Owner may, in Community Owner's sole discretion, at the end of the Lease, charge the repair thereof against Resident's security deposit or choose to invoice same as a Fee to be paid by Resident; provided, however, the Community Owner shall give Resident prompt notice of any such charge and offset. The Community Owner's right to charge all or part of such maintenance against the Resident's security deposit shall in no way preclude Community Owner from directly charging the Resident for said expenses as additional costs.
 - vi. Proceed with termination of the Lease and/or eviction.
 - vii. Take such other actions as allowed for by the law.
- c. If a Resident installs improvements on the Lot, with or without the consent of Community Owner and the improvement is deemed taxable by any federal, state or municipal government, then such taxes will be paid by the Resident.

8. FUEL TANKS

- a. Fuel tanks must be maintained by Resident in good repair in an upright and secure location.
- b. The Resident shall be responsible for actions or their fuel suppliers while at the Park.
- c. Resident shall replace any above ground oil or gas storage tank on Resident's Lot or used in conjunction with Resident's Mobile Home which shows any sign of wear or when such tank reaches the manufacturer's life expectancy.
- d. All new above ground tanks must be built on a concrete pad with a retention basin and must satisfy all state and federal regulations for above ground storage tanks related to corrosion protection, release detection systems, overfill protection and/or spill containment.
- e. Resident shall indemnify and hold Community Owner harmless from any liability fees, costs or damages of any nature caused to use as a result of Resident's use, possession, repair or replacement of any tank.

- f. Resident remains the owner of Resident's fuel tanks and shall be responsible for their hook-up and maintenance. Resident shall also be responsible for any gas hook-up, notwithstanding the fact that the gas company may own the gas tank itself.
- g. Resident shall be responsible to keep all fuel tanks free from all rust and properly painted and leveled.
- h. It shall be Resident's responsibility to clean up any ground that has been contaminated due to fuel tank leakage.

9. GENERAL CONDITION OF MOBILE HOME & LOT

- a. Any Mobile Home brought into the Park must have a HUD seal and lapped vinyl siding, pitched shingle roof, detached hitch and heated with gas or electricity.
- b. Hitches and axles must remain with and be stored under the Mobile Home.
- c. All Mobile Homes must have water-saving toilets, smoke detectors and must be anchored to the ground with hurricane tie-downs where required by law.
- d. Hitches are to be removed or enclosed with skirting.
- e. Each Mobile Home is to be equipped by Resident with both back and front steps.
- f. Window air conditioners are to be properly supported and installed.
- g. Mobile Homes must be clearly identified with its Lot number.
- h. Oil tanks and stands must be painted to match Resident Mobile Home and located in the rear of Resident Lot.
- i. Propane gas tanks and TV antennas must also be installed at the rear of Resident's Mobile Home.
- j. Resident shall keep and approved 2 1/2 lb. or greater size. Class ABC fire extinguisher in operable condition and readily accessible in Resident's Mobile Home.
- k. All mobile homes must be skirted with an attractive, manufactured vinyl T-Lok type skirting within 30 days of moving into the Park. Residents shall keep the skirts in good repair and in.
- l. The area under the Mobile Home shall not be used for storage until such time as skirting is fully installed.
- m. Resident shall keep the Mobile Home properly skirted. If Community Owner installs skirting on Resident's behalf, Resident shall pay a Fee equal to the cost and expenses for labor, materials and equipment incurred by Community Owner to skirt the Mobile Home.
- n. Prior to placing a Mobile Home in the Park, Residents shall comply with all local zoning regulations. Mobile Home cannot be placed in the Park until permits for such have been authorized.
- o. Upon receipt of a Resident's notice of intent to sell a Mobile Home, Community Owner shall have the opportunity to inspect the Mobile Home and appurtenances to evaluate whether the Mobile Home and appurtenances comply with the then in effect aesthetic standards of the Park. If the Mobile Home or any appurtenance does not comply with the Park's aesthetic standards, Community Owner shall have the right to require the Mobile Home's Removal from the Park or require upgrades to the Mobile Home or appurtenances as a condition to approval.
- p. All Mobile Homes and appurtenances must meet the Park's aesthetic standards. Mobile Homes and appurtenances must appear neat and clean. Mobile Homes without vinyl or aluminum siding must be periodically painted an attractive color. Peeling paint is not permitted. No plywood, particle or composite board may be visible on a Mobile Home. If or where sided, siding must be well adhered, clean, neat and in good condition, without gaps and with proper edging and trim. Metal cannot be dented or show rust. Windows cannot be broken, cannot be boarded up or have sheet plastic or polyethylene visible. Screens should be cleaned periodically. Rotting wood on Mobile Homes or appurtenances is not permitted. Mobile Homes and appurtenances must be straight, level and must appear to be and actually be

structurally sound; sagging, bending, deflecting Mobile Homes, appurtenances or any parts thereof are not permitted. Peeked shingled roofs are preferred. Mobile Homes should have skirting to create a visual “common theme” with other skirting in the Park.

10. HOURS OF OPERATION OF COMMON AREAS

- a. Park common areas and recreation areas, if any, should be vacated no later than 9:00 PM. Access to these areas should be from the Lot or Park roads, and not the neighboring lots. Vulgar and abusive language will not be tolerated and will result in permanent dismissal from these areas. Bicycles shall be operated in the Park areas in a careful and prudent manner.

11. ILLEGAL CONDUCT

- a. Residents may not violate any federal, state, county or municipal laws, regulations or ordinances in the Mobile Home, on the Lot or within the Park. Any alleged or actual violation of federal, state, county or municipal laws, regulations or ordinances in the Mobile Home, on the Lot or in the Park may be deemed by Community Owner, in Community Owner’s sole discretion, a substantial violation of the Lease. A police call to or about, or presence at, any Lot or Mobile Home may be deemed by Community Owner, in Community Owner’s sole discretion, a substantial violation of the Lease. Any actual violation of federal, state, county or municipal laws, regulations or ordinances outside of the Park boundaries may also be deemed by Community Owner, in Community Owner’s sole discretion, a substantial violation of the Lease.

12. LANDSCAPING & GROUNDS

- a. Residents must maintain the Resident’s Lot in an attractive manner. Other than where the Mobile Home and its appurtenances are located, the driveway and parking area, the Lot must have grass. All lawns, flowers and shrubs must be properly trimmed and maintained. In an event a Resident does not keep his Lot properly trimmed and maintained, the Community Owner shall issue a warning to remedy this maintenance issue. In the event that Resident does not remedy the maintenance problem within seven (7) days after the warning is issued, the Community Owner will have the Lot trimmed and or maintained at a charge of \$32.00 per hour for labor which will be billed as a Fee to the Resident. Resident must cut the grass so that grass does not exceed four (4”) inches in height.
- b. No fences are permitted, No signs (other than professionally printed "for sale" signs) are allowed to be posted by the Resident on the Lot. Clothesline must be of an umbrella type and shall be properly installed and located behind the Mobile Home.
- c. No vegetable gardens are permitted on Lots without written permission from the Community Owner.
- d. Other than lawns and plants installed by the Resident, Residents shall not trim or cut any trees or other vegetation on the Lot or at the Park without prior written permission of the Community Owner.
- e. Satellite dishes or antennae must be installed on the rear side of the Mobile Home and not physically on or within the Lot.
- f. Nothing is to be attached or hung on trees or Park property.

13. MOTOR VEHICLES, BOATS, SNOWMOBILIES, ATV's, ECT.

- a. All vehicles belonging to the Residents or the Resident's guests shall be parked in the driveway and Lot parking areas only. No unregistered, uninsured or inoperable vehicles of any kind are allowed at the Lot or Park. No more than two automobiles, or three vehicles total (vehicles described below), shall be allowed per Lot, unless such additional vehicles are housed in a structure approved by the Community Owner. Vehicles include cars, trucks, motorcycles, boats, snowmobiles, ATV's, riding lawn mowers, tractor or other motor vehicles.
- b. No snowmobiles, mini-bikes or ATV's are to be ridden in the Park.
- c. All vehicles shall be registered with the Community Owner within three (3) days of purchase or arrival at the Park. All vehicles must be kept in good repair and registered as required by the State of Vermont for active operation. No vehicles are to be repaired at the Park.
- d. There is no outdoor storage of tires on the Lot or within the Park.
- e. Community Owner after notice may enter the Lot and remove any unregistered, uninsured or inoperable Vehicles from the Lot. Resident shall to pay to Community Owner a Fee of \$100 plus the costs of towing / removal for each such Vehicle.
- f. Tires not stored indoors will be collected by the Community Owner and Resident will be charged the following Fees: \$32 per hour for labor and \$25.00 per tire for disposal.
- g. The speed limit in the Park area shall be ten (10) miles per hour. All Residents and their guests must obey all posted signs at the Park.

14. OCCUPANCY

- a. Resident's Mobile Home shall not be regularly occupied by more than one person per 225 square feet of living space except with the prior written permission of the Community Owner where a situation of extreme emergency exists. Temporary occupancy by additional persons, upon prior request by Resident, will be allowed only so long as it does not adversely affect any other Residents or the management of the Park and does not exceed two weeks in duration.

15. OUTSIDE FIRES

- a. No outside fires are permitted within the Park without Community Owner's approval and appropriate local burn permits.

16. PETS

- a. One cat or one dog per Mobile Home is permitted in the Park.
- b. Only certain breeds of dogs are allowed within the Park. The following dog breeds are NOT permitted in the Park: Chow Chow, Pitbull, Doberman Pinscher, Rottweiler, Bull Mastiff. Mutts that are partially the preceding breeds are also not permitted.
- c. Reptiles, rodents, ferrets, farm animals, including pot belly pigs, rabbits, exotic animals, snakes and similar animals are among those pets not allowed.
- d. If Resident are unsure whether an animal is allowed or not, Resident should contact the Community Owner.

- e. An animal of a guest is not allowed to visit, unless the animal is a service animal or by permission only.
- f. Resident will not allow pets to run at large within the Park. This includes, but not limited to, dogs and cats. All pets must be maintained indoors and allowed outside when accompanied by the Resident. All pets (including cats) must be tethered/leashed when outdoors at all times. Pets must be under the control of Resident at all times and not left unattended.
- g. Resident certifies that the pet(s) is disease free, pest-free and that the animal is not vicious, and has not bitten, attacked, harmed or menaced anyone in the past.
- h. Resident is responsible for keeping the Lot clear of feces and for properly disposing of feces deposited by Resident's pet on common areas and other lots. Resident will be held responsible for any damage done to the Lot or Park by Resident's pet. It is Resident's responsibility to insure that the pet receives proper care, including but not limited to adequate nutrition, responsible medical treatment, exercise, and overall human treatment.
- i. All pets must be registered with the Park Owner on an annual basis by April 1st of each year. A Pet Identification Form must be completed by Resident for each pet within thirty (30) days of a change/addition of a pet. This form shall be submitted to the Park Owner.
- j. All Resident owners of domestic pets will comply with the laws of the State of Vermont and the local municipality relative to rabies shots and licensing. Pets that are not kept in accordance with Park and/or State/local law must be removed from the Park.
- k. Residents must control the noise of the pet so that such noise does not constitute a nuisance to other tenants/neighbors or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to smells, loud or continuous barking, howling, whining, biting, scratching, or other such behaviors, whether the pet is inside or outside. If a pet cannot refrain from making continuous noise, whether during the day or at night, Resident may be asked to remove it from the Park. Failure to remove the pet is considered a material violation of the Lease.
- l. Resident pet owners are encouraged to work out pet problems with neighbors prior to involving the Community Owner. If this fails, the Community Owner are charged with enforcing the Pet Policy. Continuous violations may result in legal action by Community Owner.
- m. In the event Community Owner receives notification from another tenant that Resident's pet has caused personal injury (ex. biting, scratching, jumping causing a person to fall down) and/or has displayed a consistent mean temperament, Resident will be given 24 hours verbal and/or written notice to remove the pet from the Park.
- n. Dog houses and outdoor kennels are prohibited and must be dismantled and removed.
- o. Community Owner will be held harmless for any personal injuries caused by Resident's pets to any tenant, guest, invitee, contractor, or the like.

p. Please contact the Community Owner for rules related to service animals.

l. Resident acknowledges that Resident currently has the following domestic pet:

DOG or CAT BREED: _____ AGE: _____ SEX: _____

OTHER Pet Type: _____ AGE: _____ SEX: _____

m. Community Owner will grandfather all pets indicated above allowing Resident to keep said pets provided there is no future violation of these Rules and Regulations. However, in the event pets indicated above have a litter, all puppies/kittens are to be relocated outside of the Park upon completion of weaning.

n. Weight limitation – There is a 30 pound weight limit on all prospective pets Resident wishes to bring to the Park. Resident will complete a Pet Identification Request form and provide to Community Owner prior to acquiring a new dog. Community Owner will approve or deny this request within seven (7) days upon receipt of request.

17. PLUMBING

- a. No foreign object likely to cause damage to the septic system are to be flushed down toilets from mobile homes. If it is determined that Resident has caused clogged any piping related to the septic system, then the cost of clearing the clog and any repairs associated with the clog shall be charged to that Resident. If it is determined that Resident has caused damage to the septic system, Resident shall pay the following Fees: Community Owner's expenses for permitting, engineering, etc.; Park provided labor billed at a rate of \$32 per hour; third party labor as billed by the third party., rentals and equipment costs will all be charged per invoice received by Community Owner.
- b. Residents are responsible for the installation and maintenance of heat tape to pipes and drains. Residents are responsible for any loss or damage caused by frozen pipes or drains due to Resident's failure to install, maintain, repair or replace heat tape. If any pipe or connection leaks, Community Owner will estimate the amount of water wasted and Resident shall pay a fee equal to the amount of wasted water multiplied by the cost of same as invoiced by any supplier. .

18. RENTAL PAYMENTS / LATE FEES

- i. Rental payments are due on the first of each month and considered late if received by the Community Owner in its corporate office after the fifth day of the month in which the rent is due. The importance of your prompt and punctual rent payment is that without timely payments the Community Owner may not be able to pay certain operating expenses, including the Community Owner's mortgage on the property. Late payment by the Community Owner of these expenses may cause a late fee to the Community Owner from its creditors. Accordingly, the Community Owner has instituted a Late Fee Policy. All rents received on or after the fifth day of the month shall be subject to a \$25.00 Late Fee.

19. RESIDENT AND GUEST CONDUCT

- a. Each Resident shall be responsible for the conduct in the Park area of the Resident, the Resident's family, and/or household, agents, guests or any other person in the Park with permission, direction, or benefit of the Resident. The aforesaid individuals shall not engage in any conduct, which adversely affects any other tenant or the operation of the Park.

20. RUBBISH REMOVAL

- a. Residents must store all trash, rubbish and garbage in sealed plastic bags in typical residential receptacles as called for in the Lease. No paper bags may be used except as normally allowed for recycling efforts. Resident is not permitted to have a dumpster on the Lot.
- b. Trash not properly disposed of shall be collected by the Community Owner at a Fee of \$32 per hour plus the cost of the disposal.
- c. Residents must bring discarded furniture, appliances and other large items to the local dump. No dumping of furniture, mattresses and the like is permitted. If any large items are left in or around the Mobile Home, Lot, Park or any Community Owner dumpster area, Resident will pay a removal and disposal Fee of \$100.00 per item.
- d. If a recycling program is implemented, Resident is responsible for full compliance including the cost of any special containers that are required in conjunction with the recycling program.
- e. Resident will not litter on the Lot or Park.

21. PROHIBITED ITEMS AND ACTIVITIES

- a. No double – wide trailers are permitted.
- b. No swimming pools (including child wading pools) or trampolines are permitted.
- c. Hunting, firing of firearms, use of fireworks or use of BB guns, air guns, paintball guns and the like are not permitted within the Park or any surrounding property owned by Community Owner.
- d. Resident shall not disturb other Residents or neighbors in any manner, including but not limited to loud or offensive noises. Lawn mowers, power saws, leaf blowers and other sound producing equipment must not be used before 8:00 am or after dark; except for snow removal equipment when driveways need clearing for the morning commute. Quiet hours are 10:00 pm to 8:00 am.
- e. Unauthorized individuals shall stay away from vacant or abandoned lots. Resident will be held responsible for any damage done by those violating this rule.
- f. Loitering or soliciting is prohibited within the Park.

22. USE OF ROADWAYS / PLAY AREAS

- a. The roadways shall not be used for any other purpose than entrance and exit from the Park. Kids at play in the road (ie. Bike riding, sliding, etc.) is strictly prohibited.
- b. Under no circumstances are vehicles to be parked in the road, regardless of the time of year. This applies to Resident and visitors. Park roads must remain clear to allow

emergency vehicles and road maintenance (ex. grading in summer/plowing in winter). Vehicles parked in the road will be towed at Resident's expense.

- c. Playing in or around, or altering ditches, culverts, brooks, and streams is strictly prohibited and considered a mechanical violation.

23. UTILITIES

- a. The Resident shall be responsible for the installation and maintenance of all utilities and telephone service which the Resident desires. The Resident shall be responsible for the payment of all utility and telephone charges directly to the provider.

24. WATER USAGE & SEWERAGE CHARGES

- a. Domestic water service shall be used for normal household usage only. If the mobile home park utilizes public water, use of water for washing vehicles or for lawn or garden irrigation shall be undertaken with Community Owner's written approval. Community Owner may charge a Fee of \$50.00 for each occurrence that a Resident washes a car, waters the lawn or irrigates a garden/plants.
- b. If the mobile home park utilizes public water, Community Owner may install, from time to time, water meters and meter reading devices on the water lines and Mobile Home of Resident. Resident shall not tamper with, bypass, or otherwise adjust said meter, meter reader or water systems. Community Owner shall have the right to monthly, or on such other reasonable periodic basis, make readings of water consumption by entering on to Resident's lot and observing said equipment. Resident acknowledges that these Rules and Regulations is previous notice to Resident of Community Owner's intent to make such readings and accepts such access by the Community Owner's representative. Community Owner shall apply a rate equal to that charged Community Owner by the municipality in which the Park is located. If the Park is served by a public sewer system through which Community Owner is billed for sewer use based on gallons of water used, then Community Owner may invoice Resident for sewer usage. Payment for water and sewer invoices from the Community Owner shall be due no later on the first day of the first month immediately after the date of said invoice. All water and sewer charges invoiced to Resident shall be considered Fees under the Lease and Rules and Regulations.
- c. Residents shall ensure that there are no running toilets, dripping or running sinks, or other flowing water within the Mobile Home. Community Owner shall have the right to charge the Resident a fee equal to Community Owner's estimate of wasted water and multiplied by the cost of same as invoiced by any supplier.

I have read the above outlined Rules and Regulations and I agree to abide by the same.

Name:

Date

Name: _____ **Date** _____

Name: _____ **Date** _____