

Schedule 13

RULES AND REGULATIONS

Welcome to our community. The following Rules and Regulations have been established for the benefit of all our residents. They were developed to enhance the appearance of our communities and promote a safe and pleasant living environment for all of our residents. Any changes to these Rules and Regulations will be made with prior written notification. Any reference to “homes” in these Rules and Regulations includes manufactured homes, mobile homes, travel trailers and recreational vehicles, as applicable.

1. OFFICE HOURS

Office hours are posted on the office door and subject to change based on community requirements.

2. APPLICATION

- A. All prospective residents of the community must complete an application to include credit and background check. Application fees are posted in the Office and the Manager will advise you of these fees at the time of application.
- B. At the time of application, the Manager will approve all homes intended to be placed in the community. Applicant must submit photos of the home, make, model, HUD#, VIN #, copy of the current title and year built.

3. SPOTTING AND SETTING UP

- A. The Manager or Attendant must be present to instruct the driver on the proper location and the tie down of your home. Failure to have the Manager or Attendant present may result in re-spotting of the home at the homeowner’s expense. The community reserves the right to charge a supervisory fee not to exceed \$25 per hour.
- B. Residents are responsible for the costs to set-up the home. The resident is also responsible for having the home connected to utilities. The resident is responsible for furnishing the proper breaker box and having it installed and connected by a licensed professional.
- C. All utility lines going to the home must be buried and the tenant is responsible for all maintenance of their electric from and including the breaker box to the home.
- D. A home cannot be set up after 4:00 pm and can only be set up Monday through Friday.
- E. All homes must be hooked up and maintained according the State and local standards. This includes permits, inspections or other necessary requirements for the complete and proper hook up of the home.
- F. All utilities must be installed to meet or exceed local, State and City specifications by a licensed plumber, electrician and mechanical vendor.

4. DEFINITIONS

- A. Permanent Pads refer to spaces separated by landscaping and residents staying thirty (30) days or more.
- B. Month-to-Month are residents in occupancy on a month-to-month tenancy without a signed lease in place.

5. CONDITION OF HOME

- A. All residents are required to maintain their home in a habitable and orderly condition. Homes must have all siding, skirting, roofs, stairs, decks, awnings, shutters, windows, doors and all appurtenances in a neat and orderly appearance.
- B. All residents are required to obtain written permission from the Manager to change the paint color of the exterior of their home (with a strong preference for muted colors), add decking, stairs or otherwise perform any material alterations to the exterior of their home after the initial approval and acceptance of the home into the community.

6. SECURITY DEPOSIT

- A. A resident's security deposit is noted in their lease and is due at the time of lease execution or as noted on resident's receipt at time of deposit.
- B. The security deposit will be refunded according to the terms of the lease and as follows for month-to-month residents.
 - a. Rent must be paid in full, including utilities up to date of move out.
 - b. The lot must be left free from debris, such as broken blocks, anchors, blocking stands, sewer pipe, pieces of skirting, trash, etc.
 - c. A full calendar month move-out notice has been received by the Manager.
 - d. Any outstanding money owed such as utilities, rent or clean-up charges will be deducted from the deposit.
- C. You must leave the Manager a forwarding address so the security deposit can be returned to you. A telephone number is also required so that the Manager can reach you for any additional requirements or items needing to be removed or attended to at the community.

7. MOVING OUT

- A. On the day of move-out, all meters will be read and a final bill calculated. Payment is required at the time of delivery of this final meter reading bill.
- B. Any vehicles, boats, decks or storage sheds left on the lot must be removed no later than 24 hours after the home is moved. If these items remain on the lot after 24 hours, you will be charged storage, at the rate of two times (2x) monthly lot rent, until such time they are removed.

8. SKIRTING

- A. Installation of approved skirting on all sides of the home is required within thirty (30) days from move in.
- B. Skirting materials may be fiberglass, vinyl or sheet metal. Sheet metal must be painted. All materials should be color coordinated with your home.
- C. Skirting must have vent panels.
- D. Wood, lattice, picket, brick or Masonite are NOT approved skirting materials.
- E. All residents who have not skirted their home within thirty (30) days of move in will be charged RV overnight rates until skirting is completed, in addition to the monthly site rent.
- F. Fire and safety laws prohibit the use of the space below a home for storage. Storing items on the space outside a home is prohibited unless placed inside a storage shed.
- G. All exposed water lines and connections must be wrapped to prevent freezing. If you live in a climate that experiences winter weather on a regular basis, the installation of heat tape is required. If you live in a warmer climate, the installation of heat tapes is strongly recommended. Damage to the resident's home or the community caused by failure to comply is the sole responsibility of the resident.

9. HITCHES

- A. All hitches are to be removed from any home that is brought into the community at the home owner's expense. The community reserves the right to remove hitches from existing residents' homes upon a two-week notice to the resident, at the community's expense. Residents may store their hitch under their home.

10. LAWN MAINTENANCE

- A. All lot oversight remains under the purview and control of Management.

- B. Residents will maintain their lots in a clean and orderly fashion and care for the lawn and plants on their lot. This includes mowing, weeding and trimming hedges around the home, utilities and curb in front of the home.
- C. Lawns will be mowed at least once a week during the Spring and Summer seasons and raked at least once a week during the Fall.
- D. Residents will be given one notice that lawn maintenance is required and provided with a date to complete the maintenance. In the event the required maintenance is not performed within the timeframe stated in the notice, the community reserves the right without any liability to have the required maintenance performed at a minimum charge of \$50.00. Should the cost to perform the required maintenance exceed the minimum charge, the resident will be responsible for the full cost.
- E. Any changes or alterations of a lot must have prior written approval from the Manager before any changes may be made.
- F. All plants, trees or other fixtures installed by a resident becomes a permanent part of the lot and may not be removed upon move-out.

11. TREES

It is the responsibility of the resident to ensure trees and shrubs are watered, trimmed and remain disease free. The community is not responsible for any damages to persons, personal property, vehicles, homes, sheds, etc., sustained from trees.

12. LOT MAINTENANCE

- A. Old furniture, wood scraps, appliances or other materials may not be stored on the porch/patio, driveway, area surrounding your home or lot.
- B. If you do not have an existing shed on your lot, please coordinate with the Manager for approval which will include the appropriate size for the lot. Each lot is allowed ONE shed per lot.
- C. No addition to your home is permitted without prior written approval by Management.
- D. Decks, porches, awnings and fences must be approved in writing by the Manager PRIOR to their installation. You must provide a drawing of the project to include size, height, location and material. Wood projects must be protected by more than just a water sealant. Decks and other improvements must be commercially built or constructed to a high standard of safety and appearance.

13. VEHICLES

- A. Residents are allowed two (2) vehicles per home.
- B. No parking of cars, boats, trucks, RVs, trailers, jet skis or other type of vehicle is permitted on the street, driveway, yard or patio at any time. The Manager will coordinate with you where you can park extra vehicles.
- C. No parking in another resident space as this may result in your vehicle being towed at your expense.
- D. No major vehicle repairs are permitted including oil changes or any repair that may damage the lot, street or disrupt your neighbors. You are required to check with the Manager before beginning any work on your vehicle.
- E. All vehicles must have current registration and inspection stickers.
- F. Only licensed drivers are allowed to operate a vehicle in the community.
- G. No truck over a one-ton capacity, including but not limited to box trucks, semis, or delivery vehicles, will be allowed in the community without the permission of the Manager.
- H. No parking in designated fire lanes. Failure to comply will result in fines from the city Fire Marshall, towing or both. Repeated violations or failure to adhere to this rule may result in eviction, in addition to the fines and towing.
- I. Speed limit within the community is 10 mph. Excessive warnings for violation of this rule may result in eviction.

- J. Visitors are required to utilize designated visitor parking in lieu of parking on the street or in adjoining residents' parking spaces. Residents are required to become familiar with visitor parking areas in their community and ensure their visitors park accordingly.

14. PETS

- A. One house pet, not to exceed 35 pounds at maturity, will be allowed per home.
- B. Pet owners are required to have general liability insurance that names the park owner as an additional insured. A copy of this insurance is required to be on file at our community office.
- C. Only domestic pets are allowed. No livestock or exotic pets are allowed.
- D. The following dog breeds or any dog which has any part of the following breeds in their makeup, and any other dangerous breeds as determined by local ordinances are not an approved or allowed pet in the community: **Pit Bulls, Dobermans, Rottweilers, and Chows.**
- E. All pets must be on a leash and supervised when outside.
- F. No pets will be left outside overnight or when the resident is not at home.
- G. A copy of every pet's vaccination records is to be on file at our community office.
- H. All pet owners are required to clean up after their pet, in their yard as well as other areas when walking the pet.
- I. Notify the Manager of any stray animals. Stray animals will be taken to the animal shelter.
- J. Do not feed or encourage stray animals within the community. Notify the Manager immediately so they may take appropriate action.

15. CONDUCT

- A. The Manager and Owner reserve the right to evict without notice anyone causing a disturbance or creating a nuisance. This includes noise after 10:00 pm or before 8:00 am, profane language, drunkenness, immoral conduct, loud parties, repetitive rule violations, loud stereos, or violations of the Federal, State and Local laws and ordinances.
- B. The Manager and Owner will be the judge of what constitutes a disturbance or a nuisance.
- C. For all residents' quiet enjoyment of their homes, there shall be no running, roughhouse playing, loud behavior, loitering or gathering except in designated common area.
- D. It is the responsibility of each resident to observe posted speed limits (10 mph) and show courtesy to pedestrians, bicyclists and children in the community.
- E. The Manager and Owner reserve the right to evict any resident who does not follow the rules of safety and courtesy.
- F. All complaints should be in writing as anonymous complaints may be ignored.
- G. If it becomes necessary to remove a home from the premises for violations of rules, all expenses will be borne by the resident without liability to the community or its management.
- H. No resident may use or otherwise occupy any common area of the community after 10:00 p.m.

16. COMMON AREAS (if applicable to community)

- A. The clubhouse may be reserved for private functions. A reservation form must be completed and a \$200 deposit made. This deposit will not be refunded if there is any damage done to the facilities or if the facilities have not been properly cleaned. From time to time, an additional fee may be assessed by the community based upon the intended use of the facility.
- B. The pool is intended for the residents of the community and their invited guests (limited to two per resident) and subject to separate Rules and Regulations and those posted at the pool area.
- C. Music is permitted if it is cordless and used with headphones.
- D. Loud parties or excessive drinking will not be tolerated.

- E. No resident may use or otherwise occupy any common area of the community after 10:00 p.m.

17. MISCELLANEOUS

- A. No soliciting or commercial enterprise is allowed within the community.
- B. Tampering with or altering the functioning of sub-meters is prohibited and will result in a fine of \$100 assessed to the resident. Failure to abide by this rule may result in eviction.
- C. Residents are responsible for any and all physical damages and/or property damages caused or inflicted to the community or other residents by themselves, their children or guardianships, and their guests.
- D. **Cutting through lots is not allowed by anyone except Management.**
- E. Aggressive sports such as football, soccer, baseball, kickball, softball, etc., will not be allowed to be played in the community, unless the community has provided facilities for such sports.
- F. Antennas and satellite dishes may be allowed with Management approval.
- G. Residents will be issued a C.O.D. bill for any damages incurred by themselves or by their guests.
- H. **No BB guns, pellet guns, guns using live ammunition of any kind, bows, arrows fireworks, sling shots or crossbows are permitted to be discharged within the community.**
- I. **All residents must have a signed Lease Agreement and Emergency Contact Information on file with the Management.**
- J. **No mini-bikes, go-carts, ATVs or snowmobiles are allowed to be ridden in the community.**
- K. **Motorcycles are only to be ridden in the community to go to and from a destination outside the community.**
- L. No digging or any holes or ditches are allowed without prior written approval from the Manager. Management will coordinate with the resident to locate utilities lines. Resident will be responsible for the cost of repairs arising from unauthorized digging.
- M. No garage sales without prior written approval from Management.
- N. **No pools larger than 5 feet in diameter and 1 foot deep are allowed. If you have a pool that complies with the above requirements, the pool must be emptied of the water each night.**
- O. **ALL RESIDENTS ARE RESPONSIBLE FOR OBTAINING AND MAINTAINING HOME OWNERS OR RENTERS INSURANCE.**
- P. **ONE FAMILY is allowed per home and its members identified at time of application. Guests staying more than two (2) weeks must have Management approval.**
- Q. The community reserves the right to enter each home site to inspect and maintain utilities.
- R. **Storage of items on vacant lots is prohibited. Any item placed on a vacant lot will be removed without notice and the owner of such item will be assessed costs for the removal.**
- S. **Trampolines are not allowed.**
- T. If any laws are passed which change any of these Rules and Regulations, all remaining Rules and Regulations will continue in full force and effect.

18. WAIVERS

- A. The community's failure to enforce any provisions of these Rules and Regulations after default or breach by resident shall not be deemed a waiver of the community's right to enforce any and all provisions of these Rules and Regulations upon any other default or breach by a resident.
- B. The obligation of the resident to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against resident.
- C. The acceptance of any rent or other sums due shall not be construed as a waiver of any default or breach by resident, nor shall the acceptance reinstate, continue to extend the term of a lease or month-to-month tenancy or affect any notice, demand or suit in connections with the lease or month-to-month tenancy.

- D. No payment by resident or receipt by the community of an amount less than the total rent and other charges shall be deemed to be payment in full, nor shall any endorsement on any check, money order or cashier's check be deemed acceptance of payment in full.

19. ENFORCEMENT

- A. A violation of any provisions contained in these Rules and Regulations will also constitute a breach of the lease or month-to-month tenancy. All breaches of these Rules and Regulations will be enforced according to this Section 19 enforcement unless specific consequences are otherwise described.
- B. A first violation will result in a written warning to the resident.
- C. A second violation (or failure to cure a continuing violation within 2 (two) days of the initial notice) will result in a second written warning and a fine of \$50 imposed against the resident for each infraction. Failure to pay the fine within 10 (ten) days of its issuance will result in a notice of intent to remove the resident from the community.
- D. A third violation (or failure to cure a continuing violation with 2 (two) days of the second written warning) will result in a notice of intent to remove the resident from the community.
- E. Any violation that threatens the health or safety of the person in the community is grounds for immediate eviction with the minimum notice allowed by the State Property Code in which the community is located. The appropriate law enforcement agency will be notified if any resident commits any act which is in violation of any local, state or federal law.

