

Lot # \_\_\_\_\_

Park: \_\_\_\_\_

### **MHP RULES & REGULATIONS**

Welcome to our community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

#### **Lease Terms:**

1. Payment of the monthly lease is due by the first day of the month.
  - a. Payment may be through any PayLease location, or online through the Rent Manager Tenant Portal. No cash or checks are accepted.
  - b. The payment is considered late if it is received after the fifth day of the current month. A late charge will be added to the balance due after the 5<sup>th</sup> of the month.
  - c. The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full. A \$40.00 reconnection fee will be charged in the event that water and/or electrical service has been disconnected by management.

#### **General Rules**

1. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space.
2. Grass areas shall be kept trimmed and edged. This includes the areas behind, beside, and under homes and against perimeter fences. Residents who do not maintain their spaces will face disciplinary action that may include a charge of up to \$40.00 per instance.
3. Management must approve any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
4. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a lessor become property of the park in the event the lessee moves.
5. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.
6. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.
7. Management is responsible for providing water and sewer and gas (if applicable) and electric up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the mobile home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.
8. All structures and/or additions to either the mobile home or the space must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly conditions. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit.
9. **Swimming Pools**
  - a. Swimming pools, wading pools, and hot tubs may be allowed with park manager's approval, but must meet the following guidelines:
  - b. Small kiddie wading pools under 2' deep are allowed as long as they are attended. When not in use, they must be emptied and stored.
  - c. Larger pools over 2' deep, hot tubs, jacuzzis, etc. that would retain water must meet all local safety codes for a residence, to include but not limited to:
  - d. Coverage under your home owners insurance including a liability limit of \$1,000,000. A copy of the insurance must be provided to the park manager and the pool must be explicitly addressed. The park must be named as additional insured.
  - e. If your water spigot is not metered, you will be charged \$50 per month May, June, July, August, and September for the additional water usage.
  - f. The yard and pool must be surrounded by a non-scalable 6' fence.
  - g. All access to the area must be controlled via self closing gates and locked at all times.



- h. Hot tubs must be fully enclosed with a locking door or gate as the only access. Covers must be secured and locked when not in use.
  - i. All pools must be properly stored out of sight during the winter months and when empty.
  - j. Property must be restored to original condition after the pool is removed. If necessary, management will restore condition and invoice tenant for the expense.
  - k. An audit of the park by the insurance company may result in an increased insurance premium. It is not fair to spread this burden over all tenants. By erecting a pool according to these guidelines, you hereby agree that any increased premium will be divided by the number of tenants with pools and paid accordingly.
10. Fire Pits
- a. Fire pits may be allowed with park manager's approval, but must meet the following guidelines:
  - b. Cooking with standard barbeque equipment is allowed.
  - c. Fire pits must be in an enclosed pit or pan, no larger than 2 ft diameter by 1 ft tall
  - d. No closer than 15 feet from a structure
  - e. Must be covered by a spark arresting wire mesh screen
  - f. A responsible person must be in attendance of fire at all times
  - g. Fire extinguishing equipment (pressure extinguisher, garden hose, water bucket) must be close at hand at all times
  - h. No garbage or similar material is to be burned.
  - i. Fire pits may be disallowed at park management's discretion in times of high fire danger. If community is located in an area with fire ban or fire restrictions in place, then those restrictions will be enforced.
11. Trampolines (with the exception of 36" exercise trampolines) are not allowed in the community due to insurance liability.
12. Fireworks are not allowed in the community.
13. Storage units must be approved by management and shall remain the property of resident. Management is not responsible for any losses or damage to tenant's shed or stored items.
14. Clotheslines must be approved by management.
15. Large patios and porches require skirting. All homes require skirting. Patios and porches are not acceptable storage locations.
16. Inoperative vehicles, boats, unattached trailers, or commercial vehicles are not permitted on the streets or in or around tenant's spaces.
17. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces. The dismantling of any motor vehicle in the park is prohibited. Residents who do not comply will face disciplinary action that may include a charge of up to \$40.00 per instance.
18. No more than two vehicles are permitted per space. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents.
19. Only operative vehicles licensed for the highway are permitted within the park. The speed limit in the community shall be 10 miles per hour. Off-road vehicles shall not be driven within the community.
20. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.
21. All pets must be approved by management and registered with management. **Management must have a Park Pet Owners Waiver and Indemnification Agreement on file. \_\_\_\_ IF CHECKED, DOGS ARE NOT ALLOWED IN COMMUNITY.**
- a. Domestic pets less than 30 pounds are permitted within the park.
  - b. No more than 2 pets per household will be allowed.
  - c. Pets must be kept inside the home, within a properly secured fenced yard, or on a leash at all times.
  - d. Tenants are responsible for their pets at all times.
  - e. Animals must be current and kept current on all vaccinations and wear current rabies tags at all times.
  - f. Pets are not permitted to be unattended in the park and/or create any nuisance.
  - g. If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly.
  - h. No vicious breeds are allowed on the premises at any time, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Great Dane, Presa Canario, Akita, Alaskan Malamute, Siberian Husky, Bull Terrier, Dalmatian, Boxer, American Bulldog, Mastiff, Bandog, Boerboel, Dogo Argentino, Fila Brasileiro, Tosa Inu, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of aggression towards a human being or animal. In



addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction may subject the tenant to immediate termination of the lease by the landlord.

- i. Tenant shall be allowed to have Service Animals or Assistance Animals of any species or breed so long as they provide a letter or prescription from an appropriate professional within 1 week of bringing animal into Community. Service Animals as defined by the ADA and Assistance Animals as defined by the Fair Housing Act are not considered pets, but must still be registered with management and tenants must sign a Service Dog Letter. Tenants owning Service Animals or Assistance Animals are not required to obtain insurance. Service Animals and Assistance Animals must also be current on vaccinations and wear current rabies tags at all times. Any Service Animal or Assistance Animal which displays vicious behavior towards human beings or animals or poses a direct threat to the health or safety of others will be excluded from park.

22. Tenants are responsible for the activities of the occupants of their home and their guests while they are in the park. An adult must supervise young children at all times. People are not permitted to play in the street, parking areas, or neighbor's yards without permission.

23. Items are not to be left in the common areas when not in use. Children under 18 years of age are not permitted to be out and unsupervised in the park after 10:00 pm.

24. Tenants will not disturb the peaceful enjoyment of the property for anyone at any time. This includes but is not limited to disturbing noise.

25. No signs are permitted except with the permission of management.

26. Commercial activities by residents and/or their guest are not permitted within the park.

27. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guests of the park.

28. Violations of any of the above rules and regulations will result in the termination of the lease and the eviction of the tenants.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement, and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant's lease and will result in eviction from the park upon three days' notice of such violation, breach, or default given by management.

#### READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this day of \_\_\_\_\_, 20\_\_\_\_\_.

Tenant: (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Management

