

## **RULES AND REGULATIONS**

### **A GUIDE FOR RESIDENTS OF Aspen Meadows MANUFACTURED HOME COMMUNITY**

The owner of Aspen Meadows Manufactured Home Community, located in Sussex County and the State of Delaware (the "COMMUNITY"), has adopted the following rules and regulations ("Rules and Regulations") to provide the COMMUNITY'S residents ("RESIDENTS"), their family members, guests, and invitees a safe, convenient, and attractive community in which to live. These Rules and Regulations shall be effective sixty (60) days after MANAGEMENT delivers written notice of same to RESIDENTS; provided, however, that the manufactured home standards set forth in paragraph A below shall become effective on January 1, 2004. All RESIDENTS are responsible for their actions, as well as the actions of their family members, guests and invitees, and a breach of these Rules and Regulations by any of the foregoing individuals may result in the termination or non-renewal of the applicable RESIDENT'S Manufactured Home Site Rental Agreement

Most of these Rules and Regulations deal with common sense courtesy; some of them are necessary to comply with applicable law. All these Rules and Regulations are intended to promote order, peace, health, safety, and welfare of the RESIDENTS and to promote the orderly and efficient operation of the COMMUNITY, as well as to preserve MANagements property from abuse. Notwithstanding any provision herein to the contrary, enforcement of these Rules and Regulations is and shall always be subject to compliance with the requirements of Chapter 70, Title 25 of the Delaware Code, as amended (the "Act").

As used herein, the term "MANAGEMENT" means MHC Aspen Meadows, L.L.C., a Delaware Limited Liability Company which owns the COMMUNITY, and MHC Operating Limited -Partnership, an Illinois limited partnership which manages the COMMUNITY. Although MANAGEMENT is affiliated with Equity Lifestyle Properties, Inc. ("ELS"), such affiliation shall in no way be deemed to render ELS a party to these Rules and Regulations or the Rental Agreement of which these Rules and Regulations are an integral part

#### **A. MANUFACTURED HOME STANDARDS**

1. The location and installation of all manufactured homes in the COMMUNITY must comply with all applicable governmental laws, codes, and regulations. All manufactured homes in the COMMUNITY must always meet and continue to meet all applicable laws, codes, and regulations as such may be amended from time to time.
2. No manufactured home may be moved into the COMMUNITY or be transferred to a new RESIDENT within the COMMUNITY, unless the size, condition, appearance, and design thereof have been approved in writing by MANAGEMENT in accordance with the quality standards set forth in these Rules and Regulations. MANAGEMENT may reject any manufactured home if the same does not meet the reasonable requirements of MANAGEMENT as to its size, quality, appearance, material specifications, construction and safety conditions, design, location and compatibility with the COMMUNITY and other manufactured homes therein.
3. All new manufactured homes in the COMMUNITY must have an A-frame roof with architectural shingles or aluminum roofing material, and a pitch of three by twelve (3x12) or greater. For any manufactured home already located in the COMMUNITY on the effective date of these Rules and Regulations, with an A-frame roof, no changes to the existing roof will be required. For any manufactured home already located in the COMMUNITY on the effective date of these Rules and Regulations, without an A-frame roof, no changes to the existing roof will be required unless and until such time as the useful life of the roof has expired, and/or the roof needs to be replaced. However, if a licensed roofing contractor shall certify to MANAGEMENT in writing that the home cannot accept architectural shingles, then standard shingles may be installed. The design, aesthetic and materials used in the roof must be approved by

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management, in writing, prior to the start of any work.

4. All new manufactured homes in the COMMUNITY must have exterior siding constructed of vinyl lapof a color approved in writing by MANAGEMENT, fully covering the home and extending sufficiently toward ground level) to cover all open or exposed areas. For any manufactured home already located in the COMMUNITY on the effective date of these Rules and Regulations, no changes to the exterior siding of the home will be required unless and until such time as the existing siding is past its useful life, and/or replacement is needed, at which time the exterior siding must be of vinyl lapof a color approved in writing by MANAGEMENT prior to the start of any work, fully covering the home and extending sufficiently toward ground level to cover all open or exposed areas.

5. In all events, exterior siding shall not be constructed of any combustible materials. Similarly, no unfinished, unsafe, or combustible materials may be used for any repair or patchwork on the exterior of any manufactured home or other home site improvements.

6. Any skirting installed on or around any new manufactured home in the COMMUNITY must be constructed of lap siding of a color matching the home and approved in writing by MANAGEMENT prior to the start of any work. For any manufactured home already located in the COMMUNITY on the effective date of these Rules and Regulations, no changes to the skirting of the home will be required; provided, however, that if said skirting is in a state of significant disrepair (as determined in the sole discretion of MANAGEMENT) at such time as the home is sold, tenant must replace same with skirting of a type already existing or of another color approved in writing by MANAGEMENT prior to any work starting..

7. All new manufactured homes in the COMMUNITY must have at least one windows facing the street side of the home and shutters around all windows on the street facing, and front door sides of the home

8. RESIDENT is responsible for any damage caused by RESIDENT or RESIDENT's mover to other manufactured homes or other property in the COMMUNITY. Hitches must be placed under the home. No tires or axles are to remain on the home site.

9. No unauthorized structures may be constructed, installed, or erected on any home site. Permission to install any structure must be obtained in writing from MANAGEMENT in advance, and a copy of any required building permit must be provided to MANAGEMENT prior to the commencement of any such installation.

10. All permits and approvals required for the installation or removal of a manufactured home must be obtained by RESIDENT in advance of such installation or removal.

11. No materials or items of any nature may be used to secure the roof of a manufactured home without the prior written approval of MANAGEMENT, and the same must be installed in compliance with all applicable laws, codes, and regulations. "Tie-downs" satisfactory to MANAGEMENT must be installed within thirty (30) days of setup.

12. RESIDENT: shall always maintain home in good condition and repair. The exterior of the manufactured home shall be kept clean, neat, and uniformly painted at all times. Any change to the exterior color of the manufactured home or appurtenant structures, including but not limited to, additions, utility buildings, porches, steps, and skirting must be approved in writing in advance by MANAGEMENT. MANAGEMENT may, in its discretion, require reasonable repair, maintenance and improvement of the manufactured home.

13. RESIDENT must provide proof of hazard and liability insurance at least once a year to MANAGEMENT. If a manufactured home is substantially damaged by fire, windstorm or other cause, RESIDENT shall repair or remove same. If RESIDENT elects to repair the damaged home, such repairs shall be commenced immediately after the damage has occurred. All loose debris shall be removed immediately. All damage must be repaired within fifteen (15) days after the date of damage.

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14. Except as otherwise provided herein, upon the sale or transfer of any manufactured home located in the COMMUNITY" (excluding transfer to a co-owner pursuant to death or divorce or to a new co-owner pursuant to marriage), or upon any change of the RESIDENT(S) residing in any manufactured home (which change must be approved by MANAGEMENT pursuant to paragraphs I and P below), either: (a) the seller/assignor RESIDENT must complete all work or changes required to bring the manufactured home into compliance with the Manufactured Home Standards set forth in these Rules and Regulations, prior to the consummation of said sale. or transfer.

**B. STORAGE SHEDS**

1. If RESIDENT desires to place any storage shed on RESIDENTS home site, RESIDENT must maintain same in good condition and repair, at RESIDENTS expense. The location, size, and design of any such storage shed must be approved in writing by MANAGEMENT in advance of the construction, delivery, or installation of the storage shed. Installation of storage sheds must not violate applicable home/structure setback rules or regulations. Storage sheds must also be constructed of vinyl lap approved in writing by MANAGEMENT in advance, extending fully to ground level and matching the color of the RESIDENTS manufactured home. Only one (1) storage shed per home site shall be permitted; provided, however, that any home site improved by more than one (i) shed on the effective date of these Rules and Regulations may continue to retain all existing sheds until such time as the home is sold and/or the rental agreement for the lot underlying the home is transferred, at which time all but one (1) shed must be removed.

2. Storage sheds shall not contain overnight sleeping facilities and shall not be utilized for overnight sleeping quarters.

3. Any damage caused by the delivery, installation, or removal of any storage shed shall be the sole responsibility of the RESIDENT.

**C. FENCES**

No fences are allowed on home sites in the COMMUNITY. Decorative landscaping enclosures and portable dog pens are not considered fencing but must be approved by MANAGEMENT prior to installation.

**D. MAINTENANCE OF HOME SITE**

1. RESIDENT must maintain the home site and all sheds, carports, and improvements thereon at RESIDENTS sole expense in a clean, neat, and attractive condition. Driveways, walkways, and patios shall be kept neat and in good repair by RESIDENT. No fire pits, chimineas, or similar devices, whether they use wood, gas or other fuel, are permitted on the lot, or in the community.

2. All holiday decorations, including lights and lighted elements, must be removed no later than two (2) weeks after the date of the holiday. All decorations must be placed within the boundaries of the rental lot, and may not be placed on any common area, unless previously approved in writing by MANAGEMENT.

3. All trash, debris, brooms, ladders, building materials and similar items must be kept out of sight Trash shall be removed at regularly scheduled intervals as specified by MANAGEMENT. Trash must be placed in containers satisfactory to MANAGEMENT. This subsection applies to reasonable amounts of household trash; RESIDENT, at RESIDENTS sole expense, must arrange for the removal of large items. RESIDENT shall be responsible for the disposal of any large items, including appliances and furniture. Containers must be picked up from street within 24 hours of being emptied and placed behind the Home.

4. All bicycles, tricycles and toys must be kept in neat order and stored out of sight when not in use. If any

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such items are found on vacant home sites or on the streets, they may be picked up by MANAGEMENT and, unless claimed by the applicable RESIDENT within fifteen (15) days, may be distributed by MANAGEMENT to charities of MANagements choice. No trampolines, swing sets, or portable basketball hoops will be allowed on home sites.

5. All home sites in the COMMUNITY must be adequately landscaped\* as determined in the sole and absolute discretion of MANAGEMENT. In order to protect underground utility lines, pipes, and cables, as well as the safety of RESIDENTS, MANAGEMENT must approve all home site landscaping plans and any other subsurface digging or excavation, and RESIDENT must contact and secure appropriate consent(s) from Ms. Utility and/or any other regulatory agency having jurisdiction before any landscaping or subsurface digging or excavation is undertaken. All landscaping on a home she must be properly kept and maintained by RESIDENT, at the RESIDENTS sole cost and expense, as directed by MANAGEMENT from time to time in its sole and absolute discretion.

6. RESIDENT'S at Waterford Estates only shall be responsible for mowing all grass and lawn areas on RESIDENTS home site on a regular basis, as necessary. RESIDENT shall be responsible for trimming and edging all grass and lawn areas on RESIDENTS home site on a regular basis, as necessary, and for raking, bagging, and removing any and all leaves and similar debris on RESIDENTS home site on a regular basis, as necessary, to ensure the RESIDENTS home site remains free and clear of any such debris at any and all times.

7. Grass must be properly maintained. To be properly maintained, it must not exceed the height of six (6) inches. RESIDENTS who fail to cut their grass, will be subject to a charge of \$75.00 if the MANAGEMENT is required to cut the grass on the RESIDENT'S behalf.

8. If a mowing service is used or provided, Resident shall be responsible for trimming and edging all grass and lawn areas on RESIDENTS home site on a regular basis, as necessary, and for raking, bagging, and removing any and all leaves and similar debris on RESIDENTS home site on a regular basis, as necessary, to ensure the RESIDENTS home site remains free and clear of any such debris at any and all times. If debris pick up is offered by MANAGEMENT, debris bags must be limited to five (5) sealed bags at a time and all branches must be broken into three (3) foot bundled sections.

9. Except as required 25 Del. C. § 7008(13)(I), all tree-trimming, pruning, cutting, and removal of tree limbs, roots, and debris at the home site shall be the sole responsibility of RESIDENT. Any damage caused to the person or property of another due to RESIDENTS' actions regarding such maintenance, including damage caused by tree roots or tree limbs, shall be the sole liability of the responsible RESIDENT. MANAGEMENT, upon notice, shall remove any dead trees on home sites, but otherwise MANAGEMENT shall have no responsibility or liability whatsoever for tree-trimming, pruning, cutting, and removal of tree limbs, roots, and debris, except as required by law

10. Heat tape must be applied to the home by the RESIDENT. RESIDENT shall be responsible for the placement and maintenance of same. MANAGEMENT shall not be responsible for any injuries or damages to persons or property arising from the use or lack of use of heat tape.

**E. MOTOR VEHICLES**

The COMMUNITY is a private community, and accordingly, all streets and roadways within the COMMUNITY shall be considered private and shall not be used as public thoroughfares.

1. All drivers must observe speed limits and stop signs as posted within the COMMUNITY. Careless or reckless driving may result in termination of a RESIDENT'S tenancy.

2. Parking

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a. Only vehicles with current tags and registrations may be parked in the COMMUNITY.

b. Three (3) vehicles are permitted for each home site within the COMMUNITY, provided that all such vehicles are parked upon or within space(s) located entirely in RESIDENTS' driveway. RESIDENTS shall not store vehicles in the COMMUNITY'S common areas or common parking lots.

c. Any guest or visitor vehicle that will remain in the COMMUNITY for more than five (5) days must be registered with the MANAGEMENT office, and the RESIDENT hosting such guest or visitor must indicate how long the guest or visitor vehicle will remain in the COMMUNITY.

d. Illegally parked vehicles may be removed, at MANagements sole and absolute discretion, at the risk and expense of the vehicle's owner.

e. No parking on streets, lawns or grass is allowed anywhere in the COMMUNITY.

f. No vehicle may be parked on the grass at any rental unit. Parking on the grass will result in a \$50.00 fine.

3. Only registered vehicles are allowed within the COMMUNITY. RESIDENTS must register each vehicle kept within the COMMUNITY with the MANAGEMENT office. RESIDENTS must refrain from the storage of any motor vehicle which is in a state of disrepair and therefore is incapable of being moved under its own power, or that does not possess a current valid registration. Repair work on vehicles in the COMMUNITY is also prohibited. The immobilization of any vehicle for major repairing or overhauling is prohibited everywhere within the COMMUNITY unless otherwise authorized in writing by MANAGEMENT in advance.

4. Only drivers with valid driver's licenses may operate motor vehicles within the COMMUNITY. This includes golf carts if allowed within the community.

5. No excessively noisy vehicles are allowed within the COMMUNITY.

6. No overnight sleeping is permitted in the COMMUNITY except within a RESIDENT'S manufactured home. No person may sleep or reside in any type of motor vehicle, recreational vehicle, camper, camping trailer, tent or other temporary shelter within the COMMUNITY. Under no circumstances shall any motor vehicle, recreational vehicle, camper, camping trailer, tent or other temporary shelter be attached to any sewer and/or water utilities in the COMMUNITY.

7. Toters, recreation vehicles, utility trailers, food trucks, trucks (other than standard pick-up trucks), or construction or farm equipment may not be stored, parked or kept within the COMMUNITY.

8. Any vehicle which drips oil, gasoline or any other fluid must be repaired immediately by RESIDENT, and any damage caused by such dripping fluid must be cleaned and/or repaired by RESIDENT.

9. No boats of any kind shall be parked or stored on any home site in the COMMUNITY.

10. No self-propelled vehicle of any kind, including, but not limited to, mini-bikes, motorcycles, mopeds, and motorized scooters shall be operated in any area of the COMMUNITY, unless such vehicle is duly registered for operation on public roads or highways; provided, however, that golf carts with working headlights may be operated within the COMMUNITY; further provided, however, that all such vehicles must be registered with the COMMUNITY office and shall be operated only by the person duly licensed and authorized for operation of such vehicle.

11. No vehicles may be parked on the streets during a snowfall.

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12. No vehicle shall be operated in the COMMUNITY in areas other than those designated for roadways and parking.

**F. ANIMALS**

No animals may be kept in the COMMUNITY, except as pets, and then only with the prior written permission of MANAGEMENT. RESIDENT shall not feed, shelter, or otherwise attract stray pets or animals, with the exception of a bird feeder. RESIDENT also shall not tamper with MANagements traps. Pets must be inoculated and licensed according to all applicable laws and regulations, and must wear license tags if required by applicable law. Pets must be leashed and under the control of the applicable RESIDENT at all times. Pets are allowed in common areas of the COMMUNITY only on a leash and under the control of the applicable RESIDENT, provided, however, that under no circumstances are pets allowed in common areas of the COMMUNITY specifically posted against pets, such as swimming pools, clubhouses and similar facilities as designated by MANAGEMENT. RESIDENT is responsible for the immediate removal of all pet litter from RESIDENTS home site or any other location within the COMMUNITY where pet littering has occurred. RESIDENTS are responsible for any damage caused by their pets. No temporary pet sitting, when conducted as a business, shall be permitted. Biting incidents will not be tolerated, and MANAGEMENT reserves the right to terminate the home site rental agreement of any RESIDENT owning a pet involved in a biting incident, or which disturbs the right to quiet enjoyment of other RESIDENTS or MANAGEMENT, or is otherwise unruly. Pets considered dangerous or vicious by MANAGEMENT, and pets with respect to which other RESIDENTS file justifiable complaints with MANAGEMENT must be removed from the COMMUNITY. No pet which has been removed from the COMMUNITY under this rule shall thereafter again be permitted within the COMMUNITY without MANagements prior written consent. Each pet must be registered and identified with an owner in the COMMUNITY office. Any pet, regardless of breed, whose temperament and disposition are considered to be dangerous or vicious is not allowed within the COMMUNITY under any circumstances. No more than two (2) dogs or two (2) cats or one (1) dog and one (1) cat may be kept per home site. All pets must be approved by MANAGEMENT in writing before the pet's owner moves into the COMMUNITY, or before RESIDENT obtains a pet after move-in. Pets belonging to RESIDENT'S family members, guests and invitees must be confined to the applicable RESIDENTS home and must comply with all provisions of this paragraph. Pets may not be left outside. No doghouses or other outdoor animal shelters are permitted.

**G. ANTENNAS AND SATELLITE DISHES**

No television or other antenna or satellite dish over twenty-four (24) inches in height may be installed on the home site, and guidewires with respect to any antenna or satellite dish may be attached only to the manufactured home's roof. Such installation must be in accordance with the reasonable requirements of MANAGEMENT and all applicable laws, codes and regulations. Antenna masts or satellite dishes must be mounted at least twenty-five (25) feet back from the front of the manufactured home. No antenna or satellite dish may be installed except upon the prior written approval of MANAGEMENT. Any transmitting which interferes with the reception of televisions or other appliances of other RESIDENTS is strictly prohibited.

**H. CLOTHESLINES**

Only collapsible umbrella-type clotheslines are permitted on the home site, and the same must be kept at the rear of the home site and collapsed when not in use. Laundry hung on such clotheslines must be removed as promptly as possible.

**I. HOTTUBS**

Residents may be permitted to have a hot tub on a secure deck with a gate that is lockable.

**J. SALE OF MANUFACTURED HOMES**

In the event RESIDENT elects to sell RESIDENTS manufactured home, one (1) "For Sale" sign not to exceed a

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total area of three hundred (300) square inches may be installed on the inside of a window or upon the exterior of the manufactured home. No "For Sale" sign may be used without the prior written permission of MANAGEMENT, which permission shall not be unreasonably withheld. No other "For Sale" sign nor any other sign of any nature, whether relating to the sale of the manufactured home or for any purpose, shall be permitted on the home site. RESIDENT ACKNOWLEDGES THAT THE SALE OR OTHER TRANSFER OF THE MANUFACTURED HOME DOES NOT INCLUDE A TRANSFER OF THE HOME SITE TO THE BUYER OR OTHER TRANSFEREE UNLESS RESIDENT NOTIFIES MANAGEMENT IN WRITING AT LEAST THREE (3) WEEKS PRIOR TO THE PROPOSED TRANSFER OF THE MANUFACTURED HOME SITE RENTAL AGREEMENT AND/OR TRANSFER OF TITLE TO THE MANUFACTURED HOME, GIVING THE NAME AND ADDRESS OF THE PROPOSED BUYER OR OTHER TRANSFEREE IN SUCH NOTICE, AND THE PROPOSED BUYER OR OTHER TRANSFEREE (A) IS APPROVED BY MANAGEMENT AS A RESIDENT IN ACCORDANCE WITH MANagements PRE-QUALIFICATION PROCEDURES AND STANDARDS; (B) SIGNS A MANUFACTURED HOME SITE RENTAL AGREEMENT; (C) MEETS ALL OTHER CONDITIONS AND REQUIREMENTS AS SET FORTH IN THESE RULES AND REGULATIONS AND IN THE MANUFACTURED HOME SITE RENTAL AGREEMENT; AND (D) THE MANUFACTURED HOME COMPLIES WITH THE STANDARDS FOR PLACEMENT OR RETENTION IN THE COMMUNITY AS SET FORTH IN THESE RULES AND REGULATIONS.

**K. OUTSIDE CONSTRUCTION**

1. Any construction or repair other than routine home improvements and/or yard maintenance, including but not limited to any construction or repair which requires a building permit, must be approved in writing by MANAGEMENT in advance of any such construction or repair, and a copy of any required building permit must be provided to MANAGEMENT prior to the commencement of any such construction or repair.
2. No construction company may perform any service within the COMMUNITY unless it has first reported to the COMMUNITY office for advance clearance. All contractors and repair, maintenance and landscaping personnel must have proper workmen's compensation, automobile, liability and performance bonding insurance coverages, as determined by MANAGEMENT in its sole discretion. RESIDENT shall be solely responsible for any and all harm caused by RESIDENTS contractors.
3. RESIDENT may not, and shall not have the power or authority to, allow the COMMUNITY or any improvements therein to become subject to any mechanics', laborers' or materialmen's liens.
4. RESIDENT should not give instructions to, or make requests of, the COMMUNITY'S maintenance personnel. All requests should be made in writing directly to MANAGEMENT.

**L. NOISE; FIREARMS; UNACCEPTABLE CONDUCT**

1. RESIDENTS must not be unreasonably noisy or otherwise engage in conduct that constitutes an annoyance to other RESIDENTS or interferes with the management of the COMMUNITY. Vehicle engines shall not be raced or "gunned" at any time. Noise and sound from radios, stereos, musical instruments, televisions, and conversation must at all times be kept low enough not to disturb any other RESIDENT. Between the hours of 11:00 p.m. and 8:00 a.m., all such noises and sounds must be kept low enough so as to be inaudible from the perimeter boundary of any RESIDENTS home site.
2. No firearms, rifles, bb guns, air guns, paint ball guns or the like shall be discharged within the COMMUNITY at any time. No open fires are allowed within the COMMUNITY (charcoal/gas grills do not constitute open fires for purposes of this rule). Fireworks are prohibited within the COMMUNITY at all times.

**M. COMMERCIAL ENTERPRISES**

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No commercial enterprise or business of any nature may be conducted by RESIDENT in the COMMUNITY without the prior written approval of MANAGEMENT, nor may advertising materials be distributed or posted within the COMMUNITY without MANagements prior written approval. This restriction applies to the delivery of handbills of any nature, although MANAGEMENT may distribute written materials to RESIDENTS. However, COMMUNITY recreational and social or news organizations may distribute written materials of a non-commercial nature provided such written materials are also given contemporaneously to MANAGEMENT.

**N. DAMAGE**

Any damage caused by any RESIDENT, or by any visitor, guest, agent or representative of such RESIDENT, or by any of their property (pet, storage shed, antenna, etc.) to the person or property of another shall be the sole responsibility of the applicable RESIDENT.

**O. COMMON AREA DECORUM AND CONDUCT**

MANAGEMENT has established separate rules and guidelines for behavior and conduct of RESIDENTS, visitors and guests within common areas such as swimming pools, clubhouses and recreation facilities. These rules and guidelines are posted in each common area where they are applicable, may be changed from time to time by MANAGEMENT and are hereby incorporated into and made a part of these Rules and Regulations by mis reference. RESIDENTS will be given sixty (60) days' notice of any changes to such rules and guidelines. MANAGEMENT will undertake to make the common areas and recreational facilities of the COMMUNITY conveniently available and open to RESIDENTS at reasonable times. RESIDENT is responsible for the behavior and conduct of all minor children residing with or visiting RESIDENT, and for the conduct of RESIDENTS visitors and guests. Violations of rules and guidelines applicable to common areas by RESIDENTS, their family, visitors or guests are grounds for termination or non-renewal of the applicable RESIDENT'S Manufactured Home Site Rental Agreement Conviction of a Class A misdemeanor or any felony during the term of a RESIDENT'S tenancy which caused or threatened to cause irreparable harm to any person or property shall be considered grounds for termination or non-renewal of such RESIDENT'S Manufactured Home Site Rental Agreement Immoral conduct, intoxication, or the use of loud or profane language shall also be grounds for termination or non-renewal of the applicable RESIDENT'S Manufactured Home Site Rental Agreement.

Smoking is prohibited in any common areas, including the clubhouse, the pool area and surrounding common areas unless otherwise posted.

**P. UTILITIES**

RESIDENT shall be solely responsible for making any and all necessary arrangements for the connection, utilization, and service of any and all sewer, water, electric, and/or other utilities required or desired by RESIDENT. RESIDENT shall also be responsible for maintaining and repairing any and all sewer, water, electric, and/or other, utility connections to RESIDENTS manufactured home, whether from outlets on utility posts or from the ground, at all times.

RESIDENT shall be solely responsible for making any and all necessary arrangements for "bulk" garbage or trash removal, including scheduling and payment for the cost of such service.

RESIDENT shall be solely responsible for any charges related to repairs, cleaning, or unclogging of a clogged sewer line, other than an obstruction of the COMMUNITY'S main sewer line, due to improper disposal of such items as paper towels, sanitary supplies, disposable diapers, and cat litter (disposal of such items through use of the COMMUNITY sewage system is strictly prohibited).

RESIDENT shall be solely responsible and liable for insuring that RESIDENTS sewer, water, and other utility

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connections do not freeze at any time, and in the event any repairs to such connections are required as a result of any freezing condition, RESIDENT shall be solely responsible and liable for any and all such repairs.

**Q. PRE-QUALIFICATION OF PROSPECTIVE RESIDENTS**

Applicants for COMMUNITY residency are required to complete a rental application and obtain MANagements prior written approval to become a resident of the COMMUNITY. All persons listed as owners on the title of the manufactured home must be parties to the home site rental agreement. Any person occupying or residing in a manufactured home within the COMMUNITY for more than fourteen (14) consecutive days must submit to a criminal background check at RESIDENTS sole expense.

**R. CONDUCT**

RESIDENTS must supervise, and are responsible for the activities and conduct of all guests, occupants, visitors, family members and invitees in the community. RESIDENTS must supervise any guest, occupant, visitor, family member or invitee in the use of any amenity located in the community or provided by MANAGEMENT.

**S. NON-WAIVER**

Failure on the part of MANAGEMENT to enforce any provision of these Rules and Regulations shall not constitute a waiver of MANagements right to enforce these Rules and Regulations either as to the individual violator or the RESIDENTS of the COMMUNITY as a whole.

**T. SNOW REMOVAL**

MANAGEMENT shall remove snowfall from the COMMUNITY streets within a reasonable time based on conditions, if and when necessary and practical. RESIDENT shall be responsible for the removal of snow and ice from the walkways and driveways of the RESIDENT'S manufactured home site. RESIDENT, and not MANAGEMENT, shall be solely responsible for any and all claims for damages resulting from RESIDENTS failure to properly maintain RESIDENT'S manufactured home site as required by these Rules and Regulations or by the rental agreement of which these Rules and Regulations are an integral part.

**U. SALES**

No patio or yard sales or similar sales are allowed at the home site, except that COMMUNITY sponsored sales may be permitted with the prior written approval of MANAGEMENT.

**V. OCCUPANCY**

RESIDENTS shall not leave their manufactured home unoccupied for longer than thirty (30) days without providing MANAGEMENT with expected dates of departure and return, as well as the telephone number of an authorized contact person whom MANAGEMENT may contact in the event of an emergency.

**W. RENT PAYMENTS**

Resident must pay the rent using an electronic payment option or other payment option as directed by Management which may include the following:

1. Electronic Funds Transfer (EFT)
2. Resident Portal
3. Western Union
4. CheckFreePay

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**X. OTHER AGREEMENTS**

**EXCEPT AS EXPRESSLY STATED HEREIN OR IN THE RENTAL AGREEMENT OF WHICH THESE RULES AND REGULATIONS ARE A PART, MANAGEMENT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER CONCERNING THE MANAGEMENT AND OPERATION OF THE COMMUNITY. THESE RULES AND REGULATIONS, TOGETHER WITH THE RENTAL AGREEMENT OF WHICH THESE RULES AND REGULATIONS ARE A PART, CONSTITUTE THE ENTIRE UNDERSTANDING AND AGREEMENT OF THE PARTIES CONCERNING THE SUBJECT MATTERS THEREIN, AND THERE ARE NO OTHER UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTERS THEREIN, EITHER EXPRESS, IMPLIED, WRITTEN, VERBAL, OR OTHERWISE. NO VERBAL REPRESENTATION, WARRANTY, PROMISE, OR AGREEMENT CONCERNING THE SUBJECT MATTERS GOVERNED BY THESE RULES AND REGULATIONS OR THE RENTAL AGREEMENT OF WHICH THESE RULES AND REGULATIONS ARE A PART SHALL BE ENFORCEABLE AGAINST MANAGEMENT, AND ANY OTHER AGREEMENT BETWEEN MANAGEMENT AND RESIDENT MUST BE IN WRITING IN ORDER TO BE ENFORCEABLE AGAINST MANAGEMENT. THE ENFORCEABILITY AND ENFORCEMENT OF THESE RULES AND REGULATIONS SHALL AT ALL TIMES BE SUBJECT TO THE PROVISIONS OF THE ACT, AS AMENDED. IF ANY PROVISION OF THESE RULES AND REGULATIONS OR THE RENTAL AGREEMENT OF WHICH THESE RULES AND REGULATIONS ARE A PART SHALL CONFLICT WITH ANY PROVISION OF THE ACT, AS AMENDED, OR THE PROVISIONS OF ANY OTHER APPLICABLE LAW, THEN SAID PROVISION SHALL BE DEEMED UNENFORCEABLE, PROVIDED, HOWEVER, THAT THE UNENFORCEABILITY OF ANY PARTICULAR PROVISION SHALL NOT BE DEEMED TO AFFECT THE ENFORCEABILITY OF ALL OTHER PROVISIONS WHICH MAY BE GIVEN EFFECT IN THE ABSENCE OF SAID UNENFORCEABLE PROVISION, AND TO THIS END, THE VARIOUS PROVISIONS OF THESE RULES AND REGULATIONS AND THE RENTAL AGREEMENT OF WHICH THESE RULES AND REGULATIONS ARE A PART ARE AND SHALL BE SEVERABLE.**

{Signature on the next page}