



STANDARDS FOR COMMUNITY LIVING

American Family Communities (AFC)

Welcome home! We are glad you are part of our Community. Our desire is to provide a quality, well maintained community that is peaceful and attractive. We will do our best to make your living environment pleasant and enjoyable. AFC strives to create a friendly neighborhood environment that all residents are proud to call home. To ensure that all residents enjoy a comfortable home in an attractive community, the following pages outline our standards for community living (rules and regulations).

AFC is dedicated to providing affordable home ownership and home rental opportunities to our valued residents across the country. We are happy to count you among them. Welcome to the neighborhood!

The following Guidelines, Rules and Regulations are established to assist our residents with a clear understanding of the community standards.

Thank you again for choosing to make your home with us.

Sincerely,

The Management Team



Equal Housing Opportunity
We do business in accordance with the Federal Fair Housing Law

It is illegal discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.



MISSION STATEMENT

Communication, Organization, Determination and Ethics

We are dedicated to providing affordable housing in a family oriented community setting. To keep the lines of (C) communication open between management and residents, to make sure our time is (O) organized so employees are properly trained to meet the needs of the residents, to be (D) determined to make residents our number one priority and to (E) treat every person in the same manner. Thus, this becomes our CODE for our residents and employees.

**A Community that cares!
“We Love Our Residents!”**

INTRODUCTION

Professional management assures you that you will be living in pleasant surroundings in a sociable and enjoyable community.

A major prerequisite for admittance to this community is that the prospective resident be informed of the rules and regulations. Each resident must read and agree to abide by the rules as set forth in these *Rules and Regulations*. Ignorance of a rule cannot be accepted as an excuse for violation of that rule. Each new move-in accepts the rules and regulations by his act of moving in and is, therefore, liable to obey them.

Rules and regulations are established for the benefit and protection of all residents of this community. Enforcement of the regulations means the safety and neighborhood comfort that we all want to enjoy. With your cooperation, and with management reasonably and fairly enforcing these rules, you can be assured of an ideal existence within a well-governed and peaceful community.

Enforcement of the rules is a major part of the duties and obligations of your Community Managers. Every effort will be made to see that the regulations are enforced.

A resident who is in violation of a regulation is responsible to correct the infraction, with or without notice from management. In the event that a resident is informed of an infraction by management and the infraction is not corrected promptly or the violation is continually repeated, the Mobile Home Community may pursue one of two options (or both).

- 1) Correct the violation and charge (fees) the resident; as listed in ANNEX II – Schedule of Fees
- 2) Eviction procedures for cause or;
- 3) A combination of 1 and 2

Eviction proceedings, as solution to problems, will be used only as a last resort when other methods have failed. However, should eviction become necessary, the resident shall be liable for all costs incurred thereby, including moving costs and reasonable attorney's fees or court costs.



STANDARDS FOR COMMUNITY LIVING

THESE STANDARDS FOR COMMUNITY LIVING (these "Standards") are attached to, incorporated into and made an integral part of the Lease (as amended from time to time, the "Lease"), dated as of the Effective Date set forth in the Lease, by and between Owner and Resident.

RESIDENT HAS RECEIVED A COPY OF, READ AND SHALL ABIDE BY ALL OF THE RULES, REGULATIONS AND AGREEMENTS IN THESE STANDARDS. RESIDENT ACKNOWLEDGES AND AGREES THAT A VIOLATION BY ANY RESIDENT PARTY OF ANY OF THE TERMS AND CONDITIONS OF THESE STANDARDS SHALL CONSTITUTE A DEFAULT BY RESIDENT. RESIDENT ACKNOWLEDGES AND AGREES THAT THESE STANDARDS MAY BE CHANGED FROM TIME TO TIME BY OWNER.

RESIDENT(S):

Resident's signature

Date:

Print Name:

Resident's signature

Date:

Print Name:

Resident's signature

Date:

Print Name:

NOTE: Each Resident must initial each portion of these Standards that calls for Resident's initials.

(The Standards on following pages)



GENERAL

As previously stated, rules and regulations are established for the benefit and protection of all residents; if the behavior of any resident, or any party for which the resident is responsible, interferes with, threatens, or disturbs the well-being of the general community populace or the operation of the community, the management hereby reserves the right to take whatever steps are necessary to preserve and restore the well-being of the general community populace and the community operation (including eviction).

1. THE STANDARDS.

In addition to the capitalized terms defined elsewhere in (the Lease), the capitalized terms set forth in these Standards shall have the meanings set forth in **ANNEX I** attached hereto and incorporated herein. Except as expressly modified by these Standards, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent consistent with these Standards. If a conflict between the terms of these Standards and the Lease exists, terms of these Standards shall control the matters specifically governed by these Standards. Any breach of the terms of these Standards shall constitute a breach of the Lease to the same extent and with the same remedies to Owner as provided in the Lease or otherwise available at law or equity. Fees and Fines are set forth in **ANNEX II** - Schedule of Fees for Notice of Violations.

2. COMPLIANCE WITH THE STANDARDS.

(a) **Compliance.** A copy of the Standards will be posted (or otherwise available) in the Community Manager's office and must be observed by all Resident Parties. Residents shall require all persons on the Premises with a Resident's consent to govern themselves in accordance with these Standards and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

(b) **Owner's Self-Help Right.** If Resident fails to perform any of its duties in a timely manner under these Standards, Owner shall have the right (but not the obligation), to perform such duty on behalf and at the expense of Resident without prior notice to Resident, and all sums expended or expenses incurred by owner in pertaining such duty (including without limitation, any lawful hourly labor charges that Owner may impose from time to time) shall be deemed to be Additional Rent under the Lease and shall be due and payable upon demand by Owner.

3. OCCUPANCY.

(a) Any person applying for admittance as a Resident or any Occupant of the community over the age of 18 must fill out an Application for Residency and be interviewed by the Community Manager. All prospective residents must be approved by the Community Manager and **must sign the lease prior to taking up residency in the home, taking possession of a home currently in the Community or moving a Home into the Community. Except as expressly provided by applicable law, no one other than those executing the Lease shall be allowed to reside upon the Premises without the prior written consent from the Community Manager.** The purchase of a Residents Home by one who has not executed a lease with Owner or obtained written consent from the Community Manager shall not constitute permission or right for the purchaser(s) to reside within the Community. An executed Lease, Home Addendum and these Standards as well as a completed and approved Application for Residency and credit and background check, must be received by the Community Manager prior to the:

- (i) Arrival of the Resident's Home in the Community;



- (ii) Transfer of title when the home is already in the Community; or
- (iii) Taking of possession of a home on the Premises.
- (iv) Taking up residency in a home on the Premises.

Owner reserves the right to:

- (A) Refuse to accept further Rent and terminate the Lease of anyone who fails to comply with these Standards; and
- (B) Refuse rental to any applicant.

(b) Only a Home owned and occupied by persons who have applied for residency in the Community and who have been approved as such by the Community Manager are permitted in the Community. Without the prior written consent of Owner, although Owner may rent a Home owned by Owner or the Affiliate Owner, each Occupant of the Home over the age of 18 must be approved for residency by the Community Manager. Written approval of the Community Manager is required as to any change in the name or number or persons in the Home. Any person attaining the age of 18 while residing in the home must complete an Application for Residency within 30 days after turning 18.

(c) Failure to provide documentation verifying the ages of all Residents of the home shall constitute a Violation of these Standards, and the Resident and/or Home maybe subject penalties, fees and subject to Eviction.

(d) No Resident or party of the resident is permitted to play in the Community's private streets or in the yards of other Community Residents, or to pass through other Community Residents' yards. Resident shall be held responsible for the actions of those Residents or party of the Resident who violate the provisions hereof or these Standards, and for damages caused by such Resident or the party of the Resident. No Resident or party of the Resident is permitted to play on any Home site other than the Home site on which Resident's Premises is located; No Resident or party of the Resident shall climb the trees in the Community or privately owned equipment which includes but not limited to utility boxes and or utility facilities. No unauthorized activities are allowed in the Community's private streets.

4. BACKGROUND CHECKS - CREDIT REPORTING.

Prospective residents of the Community and any prospective Occupant must be approved, in writing, by the Community Manager based upon:

- (a) Completion of an Application for Residency;
- (b) Credit, background and reference check and criminal history check (collectively, "Consumer Reports"); and
- (c) An interview of all persons planning to occupy the Home. Such written approval will not be unreasonably withheld; however, the Community Manager does reserve the right to refuse admission to the Community to any person(s) deemed unsuitable to the Community in the Community Manager's sole discretion and within the Fair Housing and Credit Act applicable to the City and State of the community.

Any misrepresentations, whether written or oral, made by a prospective resident in information provided on the Application for Residency, registration card or credit application, or statements as to number, age, or identity of persons residing in the Home, or about pets, personal background, or past landlords, are deemed material and fraudulent and made to induce Owner to admit the prospective resident. Any such misrepresentation shall be deemed a conclusive breach of the Lease and shall void the approval of the request for occupancy. Resident understands and authorized Owner's Related Parties to continue to obtain or prepare Consumer Reports and investigative Consumer Reports on Resident both during the Lease Term and at any time thereafter, including



for the purposes of collection of amounts owed under the Lease. Resident further authorizes and directs all employers, financial institutions, banks, creditors and residential managers/landlords to release any and all information relating to Resident to Owner's Related Parties.

In addition, residency may also be rejected because the quality of the home does not meet the standards of the community. The screening process applies to, but not limited to, homes that are sold within the community and left on site, abandoned by owner, left unoccupied for more than 90 days from such notice, roommates, and rental units privately owned. Any home that is sold within the community must meet community standards, and be approved by the manager **prior to closing**. Unapproved sales/purchases or rental of manufactured homes are an express violation of the rules, and management may insist on removal of the home or resident in question or both.

5. **APPEARANCE AND CARE OF THE HOME AND THE PREMISES.**

(a) **Prohibited Items.**

(i) **Air Conditioning Units.** No air conditioning unit shall be located in the front window of the Home or front wall of any Home, or any wall facing a street; provided, however, this limitation does apply to window air conditioning units installed prior to the effective date of these Standards and is subject to review by the Community Manager to meet the applicable laws and the Standards described herewith.

(ii) **Fences.** Resident is not permitted to construct or cause to be constructed a fence (whether chain link, wooden, composition, electrical or otherwise) nor any form of pet restraining perimeter anywhere on the Premises or elsewhere in the Community without Owner's prior written approval, which approval may be withheld in Owner's sole and absolute discretion; provided, however, this limitation does not apply to fences installed (with Owner's written approval) prior to the effective date of these Standards that are maintained in suitable condition.

Each Resident must provide and allow access to and through the Premises so as to allow unfettered access to and from the Premises for purposes of maintenance and repair services. Fence approval forms must be filled out and approved by the Community Manager. **All existing fences are subject for review and are not automatically.** Standards are as follows:

Size: The maximum height will be 42'' at the top of the post. All fences must be pre-approved in writing by the Community Manager. The approval terms can be obtained at the office.

Installation: All fences should be professionally installed. The name and number of your contractor must be submitted with the request for approval. Management must mark the site for placement of the fence and utility companies must mark the utility lines. Fence must not enclose front deck, due to fire codes and accessibility.

(iii) **Propane Tanks.** The use of propane tanks for home heating is not permitted without the prior written consent of the Community Manager. Propane tanks for use in outdoor grills or similar devices are not permitted in any area directly visible to any street. BBQ grills using propane are not allowed directly visible to any street.

(b) **Window Coverings.** Window coverings visible from the street shall be limited to blinds (not broken, torn or missing slats), shutters, drapes, curtains or similar standard window treatments in good condition free of damage. Materials like, but not limited to bed sheets, mattresses, blankets, aluminum foil, wood, cardboard or the like shall not be used as a window covering or shade device.



(c) **Patios and Driveways.** Only standard lawn or patio furniture is permitted on patio, lawn or driveway. The patio and driveway are not to be used for storage of any items including, but not limited to, household furniture and appliances, boxes, lawn equipment and exercise equipment.

(d) **Outdoor Equipment/ Pools/ Signs.** No major appliances, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment are permitted on the Premises. Basketball hoops and swing sets may be permitted if the Community Managers prior written approval is received before installation, installation is done in a manner that is safe and does not disrupt the privacy of other Community Residents, such equipment is well maintained, and Resident does not allow use except under Resident's supervision. Resident hereby indemnifies and holds the Owner's Related Parties harmless with respect to any Losses arising from the use of the same. No pools are permitted except temporary "toddler wading pools that are less than 5 feet in diameter and no more than 6 inches deep. Said approved "toddler" pools must be emptied and stored away in an acceptable location following each and every use and may never be left unattended while containing any amount of water. Resident shall not post "Beware of Dog" Or "No Trespassing" or such type signs at the Premises or on the Home or in the windows of the Home.

(e) **Laundry.** Only approved umbrella-type clotheslines are permitted and are regulated by local rules and policies and **may not be permitted in all communities.** Those communities that allow for clotheslines are as follows: Prior written approval of the specific location must be obtained from the Community Manager. All other types of clotheslines are prohibited and must be removed. Folding drying racks may also be used for clothing hung outside; standard manufactures heights must be used. Lines for hanging clothes outside and lines hung between trees or on carport supports are not permitted. Clotheslines are to be removed when the Home is to be vacated for 2 months or longer. Under no circumstances will clothes be hung on deck rails or decks.

(f) **Care of the Premises.** It shall be the responsibility of Resident to ensure that the Home and the Premises are properly maintained, as determined by Owner in Owners sole and absolute discretion.

(i) Resident must maintain the Home yard, and all other improvements located on the Premises in compliance with all applicable laws. Each Resident shall be responsible for the maintenance and cleanliness of the Premises. Bottles, cans, boxes, equipment, trash, excess clutter or other debris of any matter shall not be stored outside or beneath the Home, deck, stoop or Patio. In the event any governmental agency shall impose a fine for failure to comply with these Standards, Resident shall be responsible for the payment of the fine, and, in the event the Community Manager or Owner shall pay the fine, Resident shall promptly reimburse Owner in the form of Additional Rent.

(ii) If the Premises are adjacent to drainage ditches, Resident shall maintain, but not plant, the banks of said ditches to prevent unsightliness. Likewise, there shall be no dumping of leaves, clippings or other debris into the ditch by anyone. If any trash is dumped in such areas adjacent to the Premises, it must be removed at Resident's expense.

(iii) The Home and all at its component parts (including, without limitation, the steps, decks, carports, sheds and other improvements located on the Home site) must be kept in good repair and meets local codes and ordinances.

(iv) If, and only if the home is owned by Resident (as opposed to being owned by Owner, Lease with Option to Purchase or Affiliate Owner (Mortgagor or outside Management Company) or the person or persons responsible for maintaining the home then the following shall apply ;

(1) Resident must immediately repair any water leaks in or from pipes or fixtures in, on or under the Home.



- (2) Broken windows, peeling paint, dull exterior of the Home, or dirt, grime or mildew must be corrected or repaired.
- (3) The exterior surfaces of the Home, including the eaves and trim, shall be kept free of discoloration.
- (4) Peeling, fading, or damaged exterior surfaces must be restored to the original new condition.
- (5) All exterior materials and colors used in upgrading must be approved in writing by the Community Manager (prior to their use on the Home).
- (6) As the Homes appearance ages, the Home shall be resurfaced, re-sided, re-roofed, re-skirted, lap-sided or replaced if deemed necessary or appropriate by Owner or by local city or county housing, health or code enforcement personnel or by Community covenants in this Standard for Community Living.
- (7) The materials used for repairs must be consistent with the types of materials used on new homes being brought into the Community.
- (8) If Resident does not maintain the Home's skirting in a neat and proper condition, in the opinion of the Community Manager, Resident shall, at Resident's sole cost and expense, replace the skirting with the approved skirting. If the present skirting is destroyed by windstorm, an act of God, or any other means, replacement skirting must be of the approved type. All skirting must be of a color consistent with the color of the home. All repairs must be done in a timely manner as set forth by the Community Manager.
- (9) Standards of Decks/Patio/Landings - Size: Front deck sizes may be from 4' x 6' to 10' x 12' and may vary by local laws and ordinances, whichever takes precedent and is in place within the local jurisdiction of the Community. Rear steps with railing. Material: The material must be treated pine, cedar or redwood. Approval: All decks must be pre-approved in writing by the Community Manager. The approval forms can be obtained at the office. See attached drawing for specifications and design. Installation: All decks must be **professionally installed**. The contractor must be approved in writing by the Manager prior to any work commencing.
- (10) Should the home be destroyed by fire, windstorm, an act of God, or by any other means, Resident shall, at Resident's expense:
 - (a) Erect a fence or barrier suitable to Owner around the Home site as a protection against trespass; and;
 - (b) Remove the salvage from the Home site the earlier of 15 days from the date of such event or from the date of the mailing of written notice from Owner to Resident requesting removal, unless a longer period for removal is provided by applicable Law. Failure to remove the salvage within the timeframe established may result in Owner removing the salvage and billing Resident for the actual costs incurred.
 - (v) Resident shall keep the lawn mowed, edged, trimmed, and watered, (unless those services are included in a specific properties amenities). Resident shall mow, trim and edge along the side of the Home, walkways, driveways and streets before they become unsightly. Generally, this means mowing when lawn reaches approximately 3" in height. The object is to keep Resident's lawn and the community looking neat. During the summer months, lawns normally need to be mowed about every 7 days. Lawn or sod destroyed or damaged by



neglect, lack of water (weather conditions may apply), and vehicular traffic or by any other means or for any other reason, must be repaired or replaced at Resident's expense. If, in the opinion of the Community Manager, all or part of Resident's lawn needs to be re-sodded, Resident will receive written notice from the Community Manager to complete this repair at Resident's expense or face eviction. If, the resident does not comply with the written notice, the Community Manager will have the option to replace the damage in the violation and charge the residents account. Each Resident is responsible for his/her respective plants and lawn. Plants, lawns and the Premises are to be kept free of, among other things; weeds, underbrush, debris and any other rubbish and should not be permitted to become overgrown or unsightly. In its discretion, the Community Manager may notify Resident of his/her failure to comply with this provision. Any defects, depressions or holes in yard of the Promises are the responsibility of Resident and shall be promptly reported, in writing, to Owner.

(vi) The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, before planting, it is necessary for Resident(s) to receive prior written approval from the Community Manager and to contact the local utility company to verify and mark the location of all underground utilities. Nonetheless, with the Community Manager's prior written approval small plants and shrubs planted by Resident may be removed when vacating the homesite. Sod must be replaced by Resident where planting is removed. Existing trees or shrubs must not be damaged or removed by Resident without prior written permission of the Community Manager. Resident is responsible for trimming and maintenance of all shrubs and bushes located on the Premises. The Community Manager will maintain trees, shrubs and any other horticultural amenities in Community Common Areas, as well as trim and for remove trees that, in its sole discretion, are safety hazards located either in Common Areas or on the Premises. Resident is required to maintain the Premises, including, but not limited to, yards, shrubs and garden areas in a well-groomed manner at all times.

(vii) Residents who are going to be absent from the Community for more than seven (7) consecutive days must notify the Community Manager as to what arrangements have been made for the necessary grounds care.

(viii) Moving of a Mobile Home. Any movement of a manufactured home within the premises must be accomplished only with the permission and under the supervision of community management. The Mobile Home can only be moved by a Licensed mover. The Licensed mover must provide copies of 1) License issued in the State in which the Mobile Home resides and 2) a copy of current insurance papers, and 3) a copy from the State Highway and 4) or local agencies with route and official authorizations. All charges must be paid and the home owner or his agent shall be required to notify the manager before bringing a home into or out of the community. Attempting to move the mobile home without written consent from the Community Manager or failure to notify the Community Manager in writing 30 days prior to the move in or out of the Community may result in the involvement of local authorities.

- a. All fees, rents must be paid in full prior to moving a home in or out of the community.
- b. Past due rents, where an eviction was served or notice of lien filed must be paid in full. All unpaid liens and judgments are subject to the local Laws.
- c. Due to the safety concerns of both the owner of the home and the Community Manager, or the agency representing or asserting their claim as owner or right, will need to have all documentation in hand prior to any move in or out of the community.

(ix) Placement of a Mobile Home. Requirements of the community and local governing ordinances and state laws concerning the placement and setting up of the home must be met when the home is brought into the community.

(x) Moving Damages. The resident and/or the home owner shall be responsible for any damage to community property incurred by themselves or their agents in bringing the home into our out of the community property.

6. HOMESITE IMPROVEMENTS MAINTENANCE BY RESIDENT.

(a) Improvements to the Premises

(i) Improvements to Homes Owned by Resident. Improvements to a Home owned by Resident are encouraged; however, any construction of or additions to a Home, and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, stone or concrete walkways, and the like, will not be permitted unless Resident obtains prior written approval from the Community Manager and obtains the necessary government approvals and permits when required.

(ii) Improvements to Homes Owned by Owner. Residents shall not make alterations or improvements to any Home owned by Owner or Affiliate Owner or a lease where there is a purchase option without the prior written consent of the Community Manager.

(iii) Improvements to the Homesite. Residents shall not make alterations or improvements to the homesite without the prior written consent of the Community Manager.

(vi) In General. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of Resident. Written approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of the Community Residents. In addition to all other remedies available to Owner, the Community Manager may require Resident to remove any unapproved construction or addition at the expense of Resident. Before undertaking any digging, Resident must receive prior written approval from the Community Manager and contact the local utility company to verify and mark the location of all underground utilities. Failure to do so may result in fines or fees assessed. Damaged underground services must be repaired by a contractor designated by Owner, and the cost of such repairs will be assessed to the Resident who damaged any underground service. Each Resident is responsible for the submission of complete plans and/or permits for anticipated alterations showing compliance with these Standards and all applicable Laws, including, without limitation, county building and zoning codes and other restrictions of record. Unless otherwise agreed in writing by the Community Manager, all improvements must be completed within three (3) days.

(b) Paved Areas. Where the Community has provided a paved parking area on the Premises, Resident, at Resident's expense, is responsible for maintaining this paved area, and if damaged by any Resident Party during the Lease Term, Resident must repair same. This obligation includes any oil spill or leak. In the event Resident wishes to extend the paving on the Premises for use of a vehicle, Resident may do so after obtaining written permission from the Community Manager, and at the sole cost and expense of Resident. All work must be performed to specifications approved by the Community Manager in writing in advance.

(c) Address Identifiers. Resident shall secure the Premises' street numbers on the front of the home, placed consistently with surrounding homes.

(d) Utility or Storage Sheds. Resident shall not install any utility sheds on the Premises without the prior written consent of the Community Manager. Utility sheds must be constructed per local community standards. The following is the standard for all storage sheds:

(i) **STYLE** Only barn style sheds constructed of wood material are acceptable.

(ii) **SIZE** Sheds 6' x 8' or 8' x 10' only, are acceptable. Depending on the community, the size must comply with all applicable Laws including, without limitation, county building and zoning codes and other restrictions of record.



- (iii) **MATERIAL** Exterior plywood such as T – 111 or comparable siding material is to be used. Wafer board is not permitted. Finished product must have a stained or painted finish.
- (iv) **APPROVAL** All sheds must be pre-approved in writing by the Community Manager. The approval forms can be obtained at the Community Office.
- (v) **TYPE** Prefabricated “Tuff Shed” or Dresden pre manufactured sheds have been approved by Management. We encourage you to buy a pre-built Shed rather than have one built. They must also be approved (with appropriate permits) by local jurisdictions before work starts and upon completion.
- (vi) **INSTALLATION** All sheds must be professionally installed. To insure safety and a high standard of quality, all contractors must be approved in writing by the Community Manager.

All storage sheds must be approved, in writing, by the Community Manager prior to installation. All utility sheds must be anchored properly on a poured concrete slab or approved, sturdy wooden platform. Wherever required, a permit must be obtained from the local city or county building department.

(e) **Undeveloped Homesites.**

When undeveloped homesites are available, a Resident Who places a Home on these Homesites may be required by the Community Manager to install utilities, a driveway that matches the construction of other Homesites in the Community, and sod the entire Homesite.

7. **VEHICLES.**

(a) Resident acknowledges that the Community's streets may be private and not public thoroughfares.

(b) If off-street parking is provided on the Premises, then Resident and all Resident Parties must park their vehicles on such off-street parking that is part of the Premises Unless otherwise designated in writing by the Community Manager, Resident is permitted a total of 2 vehicles per Homesite, provided there is adequate room, Without prior written consent of the Community Manager, no vehicle shall be parked in or on Common Areas, other than those areas specifically designated for parking. All vehicles must have:

(i) Liability insurance in the minimum amount required by applicable Law, but at least \$15,000 and must be provided upon request by the Community Manager (or such lower amounts as are mandated by applicable Law) and;

(ii) Valid registration and license plates. Unless otherwise provided by the Lease, the street right-of-way may not be used for parking except for Guests, provided they do not remain more than 5 hours, in the event there is not sufficient space, it is the responsibility of Resident to locate parking or storage outside the Community and not on other Homesites. Unless expressly allowed by the Lease, parking on roadways within the Community or on lawns, swales, green areas or vacant Homesites or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time. Only vehicles licensed and used for daily personal transportation will be allowed to be parked in the Community. All other vehicles must be removed from the Community. The Community Manager will ban from the Community any vehicles that, in the Community Manager's sole judgment, interfere with the peace, privacy, and/or general welfare of Community Residents or with the appearance of the Community. Vehicles in violation of these Standards may be towed away without notice, or with such minimum notice as is required by applicable Law, at the registered owner's expense, payable to the towing service and not to Owner. Owner shall have no liability for any damage or inconvenience caused by



the towing of vehicles parked in violation of these Standards. Residents are responsible for each Resident Party's vehicles complying with these Standards.

(c) Mechanical or other repair of vehicles, boats or trailers is not permitted at a Homesite or elsewhere within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, or unpainted or which are missing external parts, are not to be stored on any Homesite or in any other area within the Community. Washing of Resident's personal vehicles is permitted subject to any applicable Laws or restrictions by local water authority. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes lasting no longer than 45 minutes. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to immediate towing without notice, or with such minimum notice as may be required by applicable Law, at the vehicle owner's expense.

(d) No truck larger than one (1) ton with pickup bed standard from the manufacturer will be permitted in the Community. All commercial trucks, buses, boats, off-road vehicles, campers, motor homes, step vans, or other large vehicles are not permitted in the Community unless stored in a designated area when and if such area is available and storage fees as applicable are paid. Campers, motor homes, boats or delivery vehicles will be permitted a reasonable time for loading and unloading, but never overnight. No person may remain overnight or otherwise reside in the Community in any camper, motor home or similar vehicle. Tractor trailers, semis, totter (mule) and trucks (other than the average pickup), construction and farm equipment shall not be stored, parked or kept within the community premises or upon any site. Truck drivers, construction workers, bus drivers, etc., must arrange for such vehicles and equipment to be stored elsewhere. Those restrictions shall similarly apply to unsightly or inoperable, unlicensed or uninspected automobiles, pickup trucks, vans and like vehicles, including those on jacks or with deflated tires. In the event if becomes necessary to remove any prohibited vehicle, all charges for such removal shall be paid by the resident. Heavy trucks and equipment are NOT allowed on the community roads.

(e) Motorcycles and mopeds operated by Resident will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No recreational or joyriding will be permitted within the Community by any Resident Party.

(i) ATV's, mini bikes, dirt bikes, go-carts or any motorized vehicles not properly licensed for use on public streets are prohibited in the Community. **ALL** permitted vehicles must have factory type quiet mufflers. No unlicensed off-road vehicles will be permitted within the Community. (Speed bumps, if installed, are a safety factor. Owner or the Community Manager is not responsible for any damage or personal injury resulting from contact with a speed bump or potholes.

(ii) Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of 15 miles per hour and must obey all stop signs or other posted warnings. A FULL STOP must be made at all stop signs. Resident must inform all Resident Parties about the speed limit and the aforementioned rules.

(iii) Skateboarding is prohibited in the Community, except in areas specifically designated for skateboarding (if any).

(j) **Bicycles, golf carts and pedestrians** have the right of way, and must observe all traffic rules.

(k) Only individuals having a current and valid driver's license may operate a motor vehicle in the Community.

R. ANIMALS and PETS.



(a) Pets are permitted only with prior written permission of the Community Manager (either at time of the lease and provided that Resident executes and delivers Owners then-current Pet Addendum to the Lease, which may require payment of the applicable pet deposit and/or pet fees, if any. Residents are required to formally apply to the Community Manager for permission to bring a pet into the Community before the pet is allowed to be brought into the Community. Owner reserves the right to make decisions on pets on a case-by-case basis. The Community Manager can, and at any time, terminate approvals granted for pets based upon incomplete or inaccurate information, or a pet's behavior that is in violation of these Standards. The rules do apply to cats as well as to any other animals and pets. Exotic or Farm animals such as but not limited to, chickens, goats, peacocks, or like wild animals are strictly prohibited in any community. **Only 2 domestic pets are allowed per home site. Only house pets are allowed.**

(b) Completion of the written application form by the Resident shall be required before approval of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include, but not be limited to, the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number and current vaccination status of the pet, the veterinarian of record for such pet, the length of time that said pet has been with the Resident and any history of the pet as it pertains to barking, attacking, growling, biting, other menacing behavior or lawsuits occasioned by its behavior. The application shall be signed and dated by the Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Standards if the pet is not immediately removed. Pet deposits may be collected upon lease signing. Pet fees can be implemented and are charged for pets and must be paid monthly with rent payments. Non-payment of pet fees is cause for eviction.

(c) When a written application is submitted, the Resident shall bring it to the Community Manager with proof that the pet has a valid and current pet license (if a license is required by Law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to the Community Manager for a visual assessment. Annually, Resident shall be required to provide to the Community Manager proof of a current pet license and of vaccinations and/or inoculations as are required. It is the responsibility and obligation of Resident to bring copies of this documentation to the Community Manager within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

(d) No pet with a history of biting or attacking any person shall be allowed or approved. Any Resident or prospective resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Community. A pet living in the Community that bites or attacks any person or other pet must be permanently removed from the Community. No dangerous breeds are permitted in the Community which includes, but is not limited to; Doberman Pinschers, German Shepherds, Rottweiler's, Pit Bulls, Pit Bull Terriers, Staffordshire Terriers, Chow Chows, Presa Canarios, Boerboels, Cane Corsos, Akitas, Wolf Breeds or other hybrids containing any of the foregoing breeds. **No exotic or farm animals are permitted in the Community.**

(e) Residents are liable for and shall defend, indemnify and hold the Owner's Related Parties harmless from all Losses caused by pets (irrespective of whether such pets are on the Community with or without Owner's consent). In addition, Residents shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and all applicable Laws with respect to dogs, cats and other pets.

(f) Without the prior written approval of the Community Manager, pets belonging to Guests must be boarded outside of the Community.

(g) Properly licensed and documented service animals may be permitted. Pet must be inoculated and licensed according to local regulations and wear these tags at all times.



(h) Pets are prohibited inside the Community office and inside other Community or recreation buildings or facilities.

(i) Feeding of stray or wild animals is prohibited.

(j) Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, the Community Manager may, but is not obligated to, first attempt to return the animal to its owner. In the event the Community Manager picks up the animal, a special service fee will be charged to the Resident as Additional Rent. (See schedule of fees)

(k) Pets must be kept on leashes at all times when outside of the Home and may not be left unattended outside of the Home. Resident must restrain and control pet activity while in the Community and its Common Areas. Pets may not be tied outside or on a patio, deck or balcony unattended, Birds must remain caged at all times. "Beware of Dog" signs are not permitted nor will vicious or unruly pets, or those about which justifiable written complaints are received, be allowed to remain in the community.

Pets are not allowed in the common areas, such as the office and play grounds or any other location where people may walk or congregate (if any). Should a pet be found running free, it will be held for pick up by Animal Control, and the owner will be fined \$100 by management and may also be cited by Animal Control. A 2nd violation, with the opinion of management, may require removal of the pet or eviction of resident. No animal may prevent community personnel from entering a home site to perform management or maintenance duties. Management shall bear no responsibility for the occurrence of harm, injury or death to a pet caused by the agents, or employees of management or by guests of residents, residents or independent contractors.

(l) Pets must be walked in designated pet/animal areas (if provided) or, if no such areas are designated, outside of the Community. Resident is responsible for immediate and proper cleaning up after and disposal of waste from the pet and all such waste shall be deposited in designated pet/animal disposal areas (if provided) or, if no such disposal areas are designated, outside of the Community. In addition to all other remedies provided under the Lease, at law or in equity, Owner may also impose upon Resident a separate waste removal penalty in an amount determined by Owner from time to time for each instance in which Resident fails to comply with this Section.

(m) In the event that Resident breaches any of the terms and conditions of this Section (including, without limitation, the failure to deliver a Pet Addendum), and such breach continues for more than ten (10) days after written notice from Owner, then, in addition to any of Owner's other rights and remedies under the Lease, at law or in equity, Owner shall have the right to require removal of and to remove, the pet from the Premises and the Community (without affecting the Lease or Resident's responsibilities and obligations under the Lease).

(n) Regardless of the area, any pet waste or type of deposits left by the pet must be removed by the pet owner daily and deposited in a plastic garbage bag for proper disposal. This disposal may not be put at any location that could endanger the health of any person. Residents may be charged a fee for non-compliance of pet litter removal. Any pet which is to reside in the community must be considered a domesticated animal by the general populace. Resident is responsible for any damage caused by his/her pet to community property or the property of any other resident.

(o) Pets will not be allowed to cause any unreasonable disturbance or harm. If a pet causes any unreasonable disturbance, annoyance or harm (including, without limitation, excessive barking, growling, biting, or any other unreasonable noises or damage to property), permission to keep the pet may be revoked by management.

(p) Guests may not bring pets into the community.



(q) No exterior pet housing is permitted in the community. This includes, but is not limited to, any type of fence, confining barricade, cage or structure. Tying of pets outside of the mobile home or leaving pets unattended outside the mobile home or anywhere in the community is not permitted.

9. **TRASH/GARBAGE/SEWER.**

(a) Every resident is required to have trash service. Failure to acquire and maintain service will result in a violation notice. If not remedied in the time given, the Community Manager will have service billed to your account plus a processing fee. All garbage must be wrapped and placed in a garbage container and securely closed at all times. Until ready for pickup, containers are to be placed in an area not noticeable from the street. Yard trash and cuttings must be put in plastic bags containing no trash. Limbs must be tied in bundles, none over 3 feet in length. Cardboard boxes must be broken down flat. Trash containers may not be placed at pickup locations any earlier than 6:00 pm, the evening prior to pickup service, and containers must be removed from pickup locations within 12 hours of pickup service.

(b) Items such as, but not limited to, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, wipes, fabric, grease, disposable diapers, and disposable wipes. Tampons (including those labeled "flushable"), and the like are ***not to be disposed*** of in the Home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Resident 'who occupies the space from which the foreign object originated.

(c) The trash or waste removal company will pick up trash according to its own schedule and rules. All garbage must be securely bagged in plastic bags (or such other bags as may be prescribed by Law) and put inside containers with locking lids. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is Resident's responsibility to remove any trash the trash or waste removal company will not handle. Resident shall not dispose of hazardous waste in garbage containers or anywhere in the Community.

10. **SATELLITE DISHES, ANTENNAS AND CABLE.**

(a) ***Any satellite dish, antenna or cable installation must be done by a licensed professional.*** Any outdoor reception device (satellite dish, antenna, or any other device) must not exceed one meter (39") *in diameter* and must be installed in a manner that complies with all applicable Laws and manufacturer instructions. Outdoor reception devices must be installed on the Home or on the ground of the Premises in a location which is not visible from the street and which is reasonably acceptable to the Community Manager, of if such placement sufficiently impairs the quality of reception, it must be installed on the Home in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible.

(b) No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may it be installed on or encroach upon any Common Area or restricted access to property located within the Community. Due to safety concerns posed by winds and the risk of falling reception devices and masts, outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is liable for all Losses to any person or property caused by installation maintenance, or use of the reception device.

(c) A policy of liability insurance covering such foregoing injury or damage must be maintained by Resident and proof of such insurance must be provided to the Community Manager. Upon the removal of the outdoor reception device or the termination of the Lease Term, Resident shall restore the Premises to its original



condition. If Resident violates any of these Standards, in addition to any other rights and remedies set forth in the Lease, the Community Manager may bring an action before the FCC or before any court of competent jurisdiction for declaratory relief and the Community Manager may recover from Resident a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these Standards. The Laws applicable to these Standards described above are subject to interpretation and change. Therefore, Resident is advised that future changes in Laws, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices.

(d) Prior written permission from the Community Manager must be obtained before installation of any kind of antenna (over-the-air antenna, DBS satellite dish or multi-channel multipoint antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community. No radio, CB or shortwave antenna is permitted at the Premises or on the Home. "Rabbit ears" are permitted inside the Home, as well as any other reasonable inside receiving device; satellite dishes are prohibited except those designed for direct broadcast satellite (DBS) services and which fall within the size parameters established by the Community Manager from time-to-time.

11. **RESIDENT CONDUCT.**

In a multiple-resident community, there are a wide variety of lifestyles so that the conduct and behavior of residents, dependents, guests, agents and others must be responsible and sensitive to others at all times so as not to offend or interfere with their quiet and peaceable enjoyment of their premises. Violation of our Conduct Rules and Regulations may result in eviction.

(a) Noise or conduct that the Community Manager finds objectionable, that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other residents, that materially interferes with the Community Manager's operation of the Community or that constitutes a breach of the peace is prohibited. Loud noises, annoying parties, and abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making or the use of profanity outside the Home or inside the Home if audible outside the Home, are not permitted in the Community. The Resident Parties must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other Community Residents. The Resident Parties are requested to keep noise levels from whatever source to a minimum. Noise which can be heard outside the Premises from which it originates will be considered too loud. Written complaints filed with the Community Manager by other residents concerning noise or disturbances caused by any Resident Party shall be considered as evidence of a violation of these Standards and Rules and Regulations may result in eviction.

(b) Residents and all Resident Parties shall not allow anything to be done on the Premises or in the Home, including the operation of any equipment or machinery, that may result in personal injury or property damage to the Home, the Premises of the Community or that is disturbing to other residents. The Resident Parties shall not allow any activity that may constitute or create a liability on the part of Owner or interfere with the quiet enjoyment of other residents.

(c) No alcoholic beverages may be used or consumed on or in any Common Area or recreational facility of the Community. Smoking is not allowed in the clubhouse or any other Community structure and is prohibited as otherwise provided by Law. No smoking is permitted in homes, this includes homes that have leases with purchase or rental homes, or any other homes types that are owned by the Owner,

(d) Residents will be held responsible for the conduct of all Resident Parties. Neither Residents nor any Resident Parties may sleep in vehicles.

(e) Illegal drugs and drug paraphernalia are strictly prohibited and will not be permitted. No acts or misdemeanors shall be committed by residents which would place the resident, other residents or the management



in violation of any law or ordinances of City, County, State or other governing agencies. No acts or misdemeanors shall be committed by residents which would harm the reputation or financial standing of the management or another resident.

(f) Criminal activity in the Community is strictly prohibited and will not be permitted.

(i) No Resident Party shall engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance; as such term is defined by applicable laws.

(ii) No Resident Party shall engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the Premises or anywhere in the Community.

(iii) Resident shall not permit the Home to be used for, or facilitate criminal activity on or near the Premises or anywhere in the Community, including drug-related activity, regardless of whether the individual engaging in such activity is a Resident or a Resident Party.

(iv) No Resident Party shall engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable Laws), at any location, whether on or near the Premises or anywhere in the Community.

(v) No Resident Party shall engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the Premises or anywhere in the Community, or any breach of the Lease that jeopardizes the health, safety, welfare or peaceful existence of Owner, the Community Manager, or other residents, or involving imminent or actual property damage.

(vi) A single violation shall be good cause for immediate termination of the Lease. Unless otherwise provided by Law, proof of violation shall not require criminal conviction.

(g) Open fires or fire pits may not be built on any portion of the Premises or the Community.

(h) No firearms, other forms of weaponry capable of firing dangerous projectiles, or firecrackers are to be discharged in the Community. Fireworks are not permitted within community premises.

(i) Residents shall not loiter or wander on the streets of the Community between the hours of 10:00 p.m. and 4:00 a.m. and are subject to local, county and state Laws.

(j) Children. Parents are expected to see that their children do not annoy other residents and to see that their children respect community property. Children may not use abusive or obscene language around the common areas. Children must be under adult supervision when using the community facilities. Children will not be allowed to roam through the community at night. Curfew in the Mobile Home Community is at 10:00pm. The registered resident is fully responsible for the conduct of their children and guests.

12. SOLICITING OR PEDDLING.

Soliciting or peddling is not permitted in the Community. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to the Community Manager, may from time to time, and only upon prior written permission of the Community Manager, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by the Community Manager. Soliciting, delivery of hand bills or peddling is permitted only with written approval from management. Management reserves the right to distribute written materials to the homes of residents. Resident recreation and social organizations may distribute written materials with the approval from management.

13. **BUSINESS.**

No business or commercial enterprises shall be permitted to be operated by any Resident Party from or within Premises or elsewhere in the Community and no advertising signs may be erected on the Premises. Daycare for compensation is a commercial enterprise and is prohibited within the Community except by written consent of the Community Manager; provided, further, however, that if complaints about such activities are received by the Community Manager, it reserves the right, in its sole and exclusive discretion, to prohibit future services by the offending Resident. A “business” also includes any commercial enterprise which: (i) is required to be licensed by applicable Law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the Home; (iv) includes door-to-door canvassing of Community residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its residents; or (vi) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, subleasing, renting or other business use.

14. **WEAPONS.**

The use or display of weapons in the Community by any Resident, Resident Party is prohibited including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon. Firearms may not be discharged, exhibited, carried about or in any other way used about the premises unless the owner of the firearm has a legal license to possess and carry the firearm or it is in connection with the residents job description, such as a peace officer, emergency management personnel or licensed by the state of residency with a permit to carry. Due to the dangerous and highly sensitive nature of firearms, violation of this rule is cause for immediate termination of residency.

15. **GUESTS.**

Guests shall not stay in the Community more than 15 consecutive days or 30 days in any year without written permission from the Community Manager. Guests shall not be permitted to reside or stay in the Community in the absence of the Resident. Seasonal Residents are requested to notify the Community Manager of the period(s) during which the Home is vacant. Any Resident Parties 18 years of age or older staying with a Resident in excess of 30 consecutive days shall be considered an applicant for permanent residency in the Community, and shall be subject to the Standards including, but not limited to, the obligation to make Application for Residency and to satisfy the requirements of residency. If the Community Manager so requests, a Resident Party that does not reside in the Premises must vacate the Community within 24 hours of delivery to the Resident or the Resident Party of a written demand to vacate.

16. **USE OF RECREATION FACILITIES.**

The use of recreational facilities and/or other amenities is a privilege and not a right. As such, their availability is not a bargained for consideration with regard to entry into the Lease with Owner. Such facilities may and will be closed from time to time as necessary in the Community Manager’s judgment for appropriate cleaning and/or repairs and no such closures shall be grounds for abatement of rent. Rules posted in the Common Areas will be strictly enforced and the Community Manager shall have the right to bar usage of such facilities to any party based upon such party’s prior conduct. The Common Areas and other recreation facilities are provided for use by Resident and Resident Parties on a “USE AT OWN RISK” basis. No drinking of alcoholic beverages is allowed in or around the Common Areas, recreation areas or buildings within the Community.

17. **POOL AREAS; LAUNDRY FACILITIES**

(a) **Swimming Pools.** Any references in these Standards to a pool or spa shall only be applicable to the extent the Community provides a pool or a spa as a Common Area

(i) Residents and Resident Parties using the pool and spa pool must obey all posted signs and placards regarding pool use. Persons using the pools will do so at their own risk. There is no lifeguard on duty.

(ii) All Residents and Resident Parties must shower before using the pool or spa pool.

(iii) Swim fins, diving masks, rubber floats, and the like are not permitted to be used while others are using the pool.

(iv) Only manufactured swim wear in good condition may be used. No cutoffs or other similar “homemade” swim wear is permitted.

(v) Unless otherwise posted, children under the age of 14 may not use the swimming pool or spa pool unless accompanied by an adult Resident.

(vi) No more than two (2) guests per Home shall be permitted to use the pool at any given time. Resident Parties are not permitted to use the swimming pool or spa pool unless accompanied by a Resident.

(vii) All Residents and Resident Parties who are incontinent or who are not “potty trained” are not permitted in the pools without swim diapers.

(vii) Smoking and alcoholic beverages are prohibited in the swimming pool or spa pool. For protection of deck furniture, Residents and Resident Parties using the pool or accompanying amenities must place towels over chairs when using suntan oil, creams, or lotions.

(i) No one with a skin disease or open wound will be permitted in any of the pools.

(ii) Shoes and sandals must be worn to and from the pool area.

(iii) The Community Manager reserves the right to limit the use of the pools at any time and to restrict use of the pools by anyone. Residents are responsible for the conduct of their Resident Parties. No running or horseplay is permitted.

(iv) No glass containers of any kind are permitted in the pool area.

(v) No diving.

(vi) No horse play or other activities which are disruptive to other users of the pools.

(vii) Pool hours and additional pool rules are posted in the pool area and are incorporated herein by this reference.

(viii) The Community Manager may, from time to time, post additional rules and regulations regarding the use of the pool area, which additional rules and regulations are hereby incorporated herein.

(b) **Laundry Facilities.** Any references in these Standards to laundry facilities shall only be applicable to the extent the Community provides laundry facilities as a Common Area.

(i) The laundry facilities are provided for the exclusive use of the Residents of the Community.

(ii) Laundry hours are posted. These facilities will be closed from time to time at the Community Manager’s discretion for cleaning and repairs.

(iii) Washers, dryers, and all other laundry facilities are to be cleaned by Resident, inside and out, immediately after use. Clothes are to be removed from washers as soon as the wash cycle is completed



and from dryers as soon as they are dry. Dyeing may not be done in the washers. The laundry is to be left in a clean, neat and orderly condition. Pet laundry may not be done in the washers.

(iv) The Community Manager may, from time to time, post additional rules and regulations regarding the use of laundry facilities, which additional rules and regulations are hereby incorporated herein.

18. COMPLAINTS AND NOTICES.

All complaints must be made in writing at the office of the Community Manager. If Resident has any complaints, recommendations, etc., please discuss them with the Community Manager. Complaints may be sent via email or USPS to the Corporate Office which the address shall be provided by the Community Manager without argument or prejudice.

19. UTILITY CONNECTIONS.

Tampering, repairing, or altering of community-owned electrical, gas, sewer and water connections are strictly forbidden. In case of trouble, contact the resident manager.

20. UTILITY DAMAGES.

Residents shall pay the expense of damage, repair and unclogging of sewer lines caused by negligence of the resident and for the repair of damages to water lines caused by failure to properly wrap with heat tape. Residents will be responsible for damages to any community property including water risers, and other utility connections caused by their own actions or negligence.

21. MAINTENANCE REQUESTS; NOTICE OF DAMAGE.

All requests for Community maintenance must: (1) be submitted to the Community Manager in writing at the Community office; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by the Community Manager. In the event Resident becomes aware of any item on the Premises that is damaged, malfunctioning or otherwise in need of repair, Resident shall, within 48 hours (or, in the event of a health or safety hazard or other emergency, immediately), notify the Community Manager. In the event that Owner makes repairs that were caused by any Resident Party's negligence or breach of the Lease, then Resident shall be liable to Owner, as Additional Rent, for Owner's actual costs and expenses incurred in connection with such repairs, together with any lawful hourly labor charges that Owner may impose from time to time.

22. VIOLATIONS OF STANDARDS.

VIOLATIONS OF THESE STANDARDS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF THE LEASE AND SUBJECT TO EVICTION.

(a) Rules and Regulations Enforcement.

In the event that certain of these *Rules and Regulations* do not apply to a certain circumstance or situation, it will by no means reduce the application or enforceability of the remaining provisions.

(b) Lease Enforcement. In the event a lease is enforced, the terms of the lease are hereby incorporated into these *Rules and Regulations*.

23. STANDARD OF DECISION.



Unless otherwise expressly provided in these Standards or required by Law, if Owner has discretion with respect to any matter, or any consent or approval is to be made by Owner, such discretion, consent or approval shall be in Owner's sole and subjective discretion.

24. SPECIAL EXCEPTIONS.

The Owner reserves the exclusive, unrestricted right to grant special exceptions to these Standards when, in the sole discretion of the Owner, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other residents of the Community.

25. CONFLICTS.

To the extent that any Laws impose any requirement on Owner or Resident that are contrary to any provision of these Standards or prohibit the inclusion in any lease or rules of any provision included in these Standards, these Standards shall be deemed to be amended so as to comply with such Law. The reformation of any provision of these Standards shall not invalidate these Standards. If an invalid provision cannot be reformed, it shall be severed and the remaining portions of these Standards shall be enforced.

26. RENT DUE DATE.

Rent is due in advance and is payable on or before the first day of the month and late on the second day of the month. After 5:00pm on the second day (2nd) of every month rent or as specified in you written lease documentation is considered late and a late fee is applied and a per day late fee is applied each day until paid in full. Non-payment of rent in full, including in previous balances, fees when due are causes for eviction. Management may waive eviction and accept late payments if payments are made in full and include all accrued late fees. Management grants a five-day grace period for rent payment. All accounts must be paid in full; partial payments are not accepted. In the event that rent is paid after the second day of any month, the resident shall pay a flat fee with an additional daily fee while any portion of the obligation exists. Returned checks will be treated as unpaid rent. There is a penalty for returned checks in addition to regular late fees according to the lease agreement.

Returned check fee is \$60.00.

27. EVICITION FEES.

In the event of an eviction for non-payment of rent or for cause, a minimum of \$300.00 for legal fees shall be charged to the resident under eviction. Upon delivery of the 1st legal eviction notice, a fee of \$10.00 will be added to the resident account, wherefore set forth by each state, a demand to cure rent (10-day notice) fee of \$10.00, a demand to vacate (3-day notice) a fee of \$35.00, Demand Notice (5-day notice) a fee of \$35.00. The notices may be hand-delivered, mailed by United States Postal Services (USPS) or Certified Mail (USPS) or private delivery service with a proof of delivery. If the case must go to court, resident is to pay all legal fees including but not limited to court costs, filing fees and attorney fees, minimum of an additional \$300.00. The fee schedule is attached as Annex II. The eviction will be **recorded as a public record and may reported to all credit agencies** applicable in the state of residency. See Fee Schedule for any additional fees that may be applied.

28. SUBLEASING.

This refers to the Lot Lease Agreement with the community. Unless approved in writing by the Owner, no homeowner may sublet or rent his home or lease the Home under any option to purchase. The homeowner of the home is responsible for the lot lease payment and utilities that are assessed by the Owner. The owner must provide a lease with the sublet to have on file. The homeowner must sign a new lease after each sublet tenant lease the residence.



29. EMERGENCY CONTACT INFORMATION.

Each resident must provide the management office with the name, address and phone number of a person to be notified in case of emergency. Each resident must provide management with their own home phone and work number so they may be contacted if necessary. Each resident must keep Emergency Contact current and be in file in the Community office. Each resident must notify the Community Manager of any change in there contact information, such as phones, and emergency contact phone numbers.

30. REMOVAL OF MOBILE HOME.

All rental charges and other applicable charges due to management or community owners must be paid in full prior to removing a home from the premises. Residents must notify management, in writing, thirty (30) days prior to moving a home from the community. Failure to give proper notice will cause the security deposit to be forfeited. Default of a lease or other legal agreement shall be cause for forfeiture of security deposit. The Owner can require that the home remain in the community up to five (5) years from the date of signing a purchase or lease with option to purchase. (See additional requirements in **5. APPEARANCE AND CARE OF THE HOME AND THE PREMISES** (f) Care of Premises viii – x)

31. SECURITY DEPOSIT AND REFUNDS.

The security deposit posted with management is posted to ensure the full performance of all resident obligations as listed in the *Rules and Regulations*. Security Deposits are both refundable and non-refundable and are subject conditions in the lease. Refund of said deposit is subject to all the items herein listed relating to a written thirty (30) day notice to management prior to vacating. Prior to any refund of the security deposit, the home site and/or the home must be completely clean. The costs for cleaning or repairing the site will be deducted from the security deposit. Residents are responsible for all cleaning and repairs and these must be completed within 48 hours of the residents’ vacating of the site and/or the home.



**Equal Housing Opportunity
We do business in accordance with the Federal Fair Housing Law**

It is illegal discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin

Expected operator or end of line [The]



ANNEX I

DEFINITIONS

“**Additional Rent**”: All sums (other than Base Rent) due under this Lease to Owner.

“**Affiliate Owner**”: AFC, American Family Communities, Horseshoe Village MHC LLC, Crestview MHC, LLC, Riverside MHC, LLC, Paradise Oaks MHC, LLC, Robin Hood MHC, LLC, Eastern Villa, MHC, LLC, Oakridge MHC, LLC, Countryside MHC, LLC, Bella Vista MHC, LLC, Beaver Lake MHC, LLC, Stillwater MHC, LLC.

“**Application for Residency**”: Each application for residency and financing application submitted by any Resident Party in connection with a Resident’s application for initial or continued occupancy at the Premises, together with all other information submitted in connection therewith.

“**Base Rent**”: The Base Rent set forth in the Lease.

“**Common Areas**”: Any parking lots, driveways, walkways, passageways, landscaped areas, laundry rooms, recreational areas, pool areas, club houses and other areas and facilities available for common use by Community Residents.

“**Community**”: The Community identified in the Lease.

“**Community Manager**”: The management company or individual that manages the Community for Owner. Community Manager is Owner’s agent.

“**Community Resident**”: Any resident, tenant, subtenant or other occupant of the Community occupying a portion of the Community under the terms of a separate lease or sublease with Owner.

“**Effective Date**”: The Effective Date set forth in the Lease.

“**Guest**”: A guest or other invitee of Resident that temporarily resides at the Premises for more than 15 consecutive or 30 days in any calendar year.

“**Home**”: The Home described in the Lease.

“**Homesite**” or “**Homesites**”: Any lot or homesite located within the Community.

“**Laws**”: All federal, state and local laws, codes, ordinances, rules, regulations, other requirements, orders, rulings or decisions adopted or made by any governmental body, agency, department or judicial authority having jurisdiction over the Premises or Resident’s activities at the Premises.

“**Lease**”: The Lease by and between Owner and Resident, as the same may be amended from time to time.

“**Lease Term**”: The term of the Lease set forth in the Lease.

“**Lease Option Home**”: A home that is leased by the Owner, providing the Resident with the option to exercise the purchase of the home at a pre-determined Price and Date.

“**Losses**”: Any claim, action, lien, liability, fine, damages, injury (whether to person or property or resulting in death), cost or expense, including reasonable attorneys’ fees (including in house counsel and appeal).



“Occupant”: A person who resides at the Premises (whether with or without Owner’s consent).

“Owner”: The Owner identified in the Lease; provided, however, from and after Owner transfer its interest in the Lease and/or the Premises, “Owner” shall mean the transferee of such interest.

“Owner’s Related Parties”: Collectively, Owner, Community Manager, Affiliate Owner, Management Company, any mortgage of all or any portion of the Community and each of their respective officers, directors, members, managers, partners, shareholders, employees, affiliates, agents and representatives.

“Premises”: The Premises identified in the Lease.

“Rent”: Collectively, Base, Additional Rent and all other amounts due in Owner pursuant to the Lease.

“Resident”: The Resident(s) identified in the Lease, together with each additional Resident that becomes a party to the Lease.

“Resident Party” or **“Resident Parties”**: Collectively, Resident, Occupants and each of their respective agents, contractors and Guests.

“Rules and Regulations”: Otherwise known as “Standards”

“Standards”: These Standards, as the same may be amended by Owner from time to time.

Expected operator or end of line [The]



ANNEX II

SCHEDULE OF FEES FOR VIOLATIONS

These costs and fees may change. Notice of change will be provided as defined in the lease.

Notice of Violations

Non Compliance with 1st Notice	
7-Days to Cure_____	\$50.00
Non Compliance with 2nd Notice	
7-Days to Cure_____	\$25.00
Non Compliance with each week thereafter	
7-Days to Cure_____	\$25.00

Animals and Pets – Section R.

Notice of Violation of Section R - 1st Written_____	\$ 0.00
Notice of Violation of Section R - 2nd Violation_____	\$100.00
and the County will access any fee associated with Animal Control services_____	\$ TBD
Pet Deposit (for each pet) _____	\$100.00

Landscaping and Lawn Maintenance - Section 11

Trimming Lot – Mowing - per occasion_____	\$ 50.00
Trimming Lot – Edging - per occasion_____	\$ 50.00
Mowing and Trimming Lot - per occasion_____	\$100.00

Rents - Late Fees - Section 3.

Notice for non-payment - 10 day Notice to Cure - TX_____	\$ 10.00
Notice for non-payment - 3 day Notice to Vacate - TX_____	\$ 35.00
Notice of Intent – Oklahoma, Colorado, Arkansas_____	\$ 35.00
Notice of Final - Notice of Intent – Oklahoma, Colorado, Arkansas_____	\$ 35.00

Eviction Fees - Section 27.

Eviction Legal Fees _____	\$300.00
10 Day Notice _____	\$ 10.00
3 Day Notice _____	\$ 35.00
5 Day Notice _____	\$ 10.00
Final Notice with Intent to File _____	\$ 35.00
Court Costs - OK _____	\$118.00
Court Cost - TX _____	1st person \$101.00
Court Cost - TX _____	for each additional persons listed on the lease \$ 70.00
Court Cost - CO _____	\$ TBD
Court Costs - AR _____	\$165.00



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