

Guidelines For Living



The following rules and regulations (hereinafter referred to as the “**Guidelines For Living**”) governing this park (hereinafter referred to as “**Community**”) have been prepared in accordance with Minnesota law to provide tenant (hereinafter referred to as “**Resident**”) with sensible, reasonable and responsible guidelines to follow while residing at the Community, so that proper order can be maintained and so some important rights and privileges of Residents will not be left undefined. The provisions set forth in these Guidelines For Living are made part of, and are incorporated into, the attached rental agreement (“**Rental Agreement**”) and shall be enforced pursuant to the terms of the Rental Agreement. The landlord, by its property manager, Asset Development Group, Inc. (“**Landlord**”), shall enforce these Guidelines For Living in a uniform manner, to insure a quiet enjoyable living environment for Resident.

1. **ADDRESS CHANGE; DEPOSIT:** Upon termination of the Rental Agreement, the Resident shall provide the Landlord with a mailing address or instructions as to how the Resident can be reached.

2. **ALCOHOLIC BEVERAGES:** Any and all drinking of alcoholic beverages of any description will be within the confines of Resident’s home or patio area. Alcoholic beverages are prohibited in all common areas of the Community including any Clubhouse. Excessive drinking, drunken driving or improper conduct stimulated by alcoholic consumption is prohibited.

3. **BUSINESS ACTIVITIES:** Peddling, soliciting or conducting any commercial enterprise or profession, including operating a day care facility, by Resident, anywhere within the Community, is prohibited.

4. **MINOR CHILDREN AND GUESTS OF RESIDENTS:**

4.01. **Curfew:** No child under the age of eighteen (18) shall loiter outside the confines of their respective Site after 11:00 p.m. or before 7:00 a.m., the Community’s hour of curfew, unless accompanied by a parent or legal guardian.

4.02. **Recreational Equipment:** Tricycles, bicycles, wagons, scooters, “hot wheels” and other equipment shall be stored in the home, garage, or storage shed when not in use. Unsupervised riding of bicycles, tricycles, scooters, mopeds, etc., by minor children after dark, is prohibited.

4.03. **Resident Responsibility:** Residents shall be responsible for the behavior of their children and guests. Any action by a child or guest that violates the Guidelines For Living shall be treated as a breach of the Rental Agreement.

4.04. **Supervision:** There must be a parent, guardian or baby sitter at least thirteen (13) years of age directly responsible for supervising children under twelve (12) years of age in common areas at all times.

5. **COMMUNITY RECREATIONAL FACILITIES:** Recreational facilities (“**Facility or Facilities**”) are for the exclusive use of Residents and their guests on a “use at your own risk basis”. THIS MEANS RESIDENTS, THEIR FAMILIES AND GUESTS WHO USE COMMUNITY FACILITIES DO SO AT THEIR OWN RISK. LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ACCIDENT, INJURY OR DEATH OR OTHER HARM ARISING FROM USE OF COMMUNITY FACILITIES. These Facilities, which may include a Clubhouse and common areas, are private property; their use is a privilege and not a right. Any person who remains within the confines of the Community facilities after being requested by Landlord, or the Community Manager, to leave, or who is not a Resident or guest of a Resident, will be considered trespassing.

5.01. **Attire:** Appropriate attire will be worn, at all times, in the Facilities.

5.02. **Bulletin Boards:** A bulletin board may be provided for the exclusive use of the Residents. All notices posted must be dated and will be removed at a time deemed appropriate by Landlord.

5.03. **Fees:** A deposit and/or fee may be required regarding the use of any Facility for private parties or private use, if permitted. A schedule of any applicable Fees is available at the Community Manager’s Office.

5.04. **Lost/Stolen Articles:** Landlord is not responsible for lost or stolen articles or for accidents or injury to any person.

5.05. **Posted Rules:** Rules posted at the Facilities must be observed at all times and will be strictly enforced.

5.06. **Refusal:** Landlord reserves the right to refuse the use of any and all Facilities to any person violating the terms of this Rental Agreement.

5.07. **Use of Facility:** Any Resident utilizing the facilities shall be responsible for cleaning the facility and leaving it in the same condition as they found it. Failure to do so will result in the Resident being charged, at a rate of \$25/hour, for all cleaning and maintenance performed by Landlord.

6. **DAMAGE AND DESTRUCTION:** Willfully damaging or destroying the Community premises, Facilities or equipment within the Community confines is prohibited. To assist Landlord to catch and prosecute any vandal committing such acts, Residents are encouraged to notify Landlord and fill out a written report on any incident witnessed by them of this nature.

7. **DISHONORED CHECKS:** Landlord shall have the right to demand that any dishonored check be replaced with a cashier's check, certified check, cash, or money order. If Resident tenders one or more checks or bank drafts which are dishonored, Landlord shall have the right to demand that all future obligations hereafter be paid by cashier's check, certified check, or money order.

8. **DRUGS:** The selling, possession, and/or using of illegal drugs within the Community are prohibited. Driving of vehicles within the Community under the influence of drugs or alcohol is prohibited. If deemed appropriate, suspicious activity will be reported to the local police, state law enforcement authorities, and the Federal Drug Enforcement Agency.

9. **FIREARMS AND FIREWORKS:** There shall be no brandishing of firearms or any other weapon(s) in an attempt to intimidate, threaten or harm anyone by any Resident or their guest(s) while in the Community. Any use of BB guns, any other types of guns, slingshots, bow with arrows, and any other weapon is prohibited. Residents are prohibited from lighting and using fireworks in the Community.

10. **GAMBLING:** Gambling is prohibited as provided by state law.

11. **GARBAGE AND TRASH:** Refuse must be secured in tied, plastic bags and placed in waterproof containers with tight fitting covers and placed at curb for pick-up. Trash must be stored either in your home, garage, or shed in a covered garbage can until pick-up day. Any other items such as tree limbs, appliances, furniture, etc. will need to be removed from the premises at Resident expense. All Residents must follow the local recycling regulations.

12. **GRIEVANCE PROCEDURE:** To facilitate the prompt and equitable resolution of any complaints by Residents, Landlord insists that Residents follow the procedure set forth below in an attempt to amicably rectify same:

12.01. **Complaints:** All complaints must initially be submitted to the community manager employed by Landlord ("**Community Manager**"). Should the Community Manager disagree in principle to the propriety of any complaint, he/she will state their understanding of the Community's position on such matters. The Community Manager is required to uniformly enforce the Community's Guidelines For Living and other terms under this Rental Agreement. The Community Manager is instructed by Landlord not to make any exceptions to these provisions unless an old lease agreement inherited by Landlord requires a legal variance.

12.02. **Corporate Office:** Should any Resident feel that the position taken by the Community Manager is wrong, (especially on an item that may not be covered by this Rental Agreement and which may need further clarification), such a Resident is then requested to prepare a **written statement** specifically outlining the nature of the complaint, and all facts supporting the complaint. This statement then should be mailed to Landlord. In the statement, the Resident should include their telephone number and site number. Landlord, upon receipt of such statement, will investigate the complaint and will reply in writing directly to the Resident (with a copy for the Community Manager) with Landlord's final position on the matter.

13. **HOME AND SITE MAINTENANCE:** Each Resident must keep his/her Home and Site in a clean and neat appearing condition and free of any dangerous condition including, but not limited to, fire hazards. If a Resident causes any damage to the Site including, but not limited to, paving, landscaping or utility system, he/she will be held financially responsible for repairs. There is no storage permitted under or around your homes or in screened rooms. All items must be stored inside the home, garage, or storage shed, except standard patio furniture and barbecue equipment in good condition, which may be left outside seasonally.

13.01. **Abandoned Homes:** If a Resident abandons a mobile home / manufactured house on a mobile home / manufactured space, the Landlord will make a reasonable effort to notify the legal owner and/or lienholder of the mobile home / manufactured house within a reasonable time and inform such person of their liability for any costs incurred for the mobile home / manufactured house space or for such mobile home / manufactured house, including rent and utilities due and owing. The legal owner and lienholder are jointly and severally responsible for payment of such costs. The mobile home / manufactured house may not be moved from the mobile home / manufactured space without a written consent from the Landlord showing clearance for removal, showing all monies due and owing paid in full, or an agreement reached with the legal owner and the Landlord.

13.02. **Air Conditioners:** Portable air conditioning units are not to be installed on the street side or front door side of Resident's home. All units must be professionally installed, without the use of ground supports or posts.

13.03. **Antennas:** No outside antennas, satellite dishes, aerials or towers shall be permitted on any Resident's Site without written permission from the Landlord. Satellite dishes are permitted, but restrictions regarding location and height exist. To avoid any problems, contact the Community Office for specific information and approval.

13.04. **Chimneys:** Chimneys for wood burning stoves must be cleaned a minimum of once a year to prevent being a fire hazard.

13.05. **Clothes Line:** Only collapsible or umbrella type clotheslines are permitted in the Community and shall be installed at the rear of the Site. No hanging of clothes or any other materials outdoors, other than on clothesline, is permitted.

13.06. **Destroyed Homes:** In the event that a Resident's Home is destroyed by fire or storm it must be removed from the Community at the Resident's expense immediately. Rent will be due and payable until the Site is cleared and this Rental Agreement is properly terminated.

13.07. **Exterior Maintenance:** Resident must maintain the condition of the exterior of the home with respect to appearance (i.e. peeling, flaking of paint or physical damage). Alterations to the exterior (including exterior painting or siding) must be approved, in writing, by Landlord. No tires or other items may be stored on the roof of your home.

13.08. **Fences:** Fences are not permitted without prior written approval. Resident shall not drive any posts or do any digging without Landlord's prior approval.

13.09. **Firewood Storage:** Firewood may be stored in a neatly stacked pile behind the Home. Wood must be stacked neatly and cannot extend wider than four (4) feet or higher than five (5) feet unless otherwise approved by Landlord. If wood is cut on a Site, it must be cut and stacked within a reasonable time of bringing it on the Site and no wood in excess of eight (8) foot lengths can be brought onto the Site. Wood scraps must be neatly stacked and cannot obstruct doors or windows.

13.10. **Heat Tapes:** All water line heat tapes and heat rods must be plugged in when cold weather arrives and unplugged when weather permits. If there is any freeze and/or water damage resulting from neglecting this requirement, the repair will be at the expense of Resident. Landlord reserves the right to discontinue water service to the Home, subject to the rules of the Minnesota Public Service Commission, should it be determined that the Resident has been negligent in either installing, maintaining or operating heat tapes and/or rods.

13.11. **Home Safety:** Any condition constituting a fire hazard shall not be tolerated. Each Home shall contain any safety equipment required by the governmental authorities. Resident is solely responsible for installation and maintenance of all such safety items.

13.12. **Improvements:** Before any construction of any type is permitted on the Site or added to a Home, Resident must obtain a building permit from the Landlord. Any additional permits required by the local government, county, or State of Minnesota are the Resident's sole responsibility and the Landlord's written permission shall not affect or address these governmental requirements.

13.13. **Liens:** The cost of changes to Resident's Site for additions, improvements or repairs to Resident's Home and/or Site used by Resident is the Resident's sole responsibility. In no event shall a Resident suffer or permit a lien to be placed on Landlord's property by reason of any of the above. Should there be any such lien, Landlord shall have the right to pay for and discharge same and thereafter collect such payment, from Resident which shall be deemed as additional rent.

13.14. **Mailboxes:** When mailboxes are contained in one centralized area and the maintenance of such area is the sole responsibility of Landlord. It is necessary for Residents to contact the office for any repairs. The mail area shall not be used for any advertising. Placement of notices in these areas is limited to notices posted by the Community.

13.15. **Notices:** Notice of any repairs, which Resident feels are necessary to Community property, shall be submitted in writing to Landlord. Under no circumstances shall a Resident initiate any repairs to any Community property, excepting routine maintenance of Resident's Site for which Resident is responsible as provided herein.

13.16. **Parking Area:** Parking areas shall be kept clean and free of oil and other stains.

13.17. **Site Maintenance:** All expenditures involved in maintenance of Resident's Site shall be the sole responsibility of the Resident. If resident does not maintain the Site, as provided herein, Landlord may bill Resident for these services, with

interest at the rate provided by law for judgments. Said bill shall be deemed as additional rent and shall be due and payable in full when the next month's rental is due, and Resident agrees to pay said bill when due.

13.18. **Site Numbers:** Each Home must have the site number placed on the front of the Home within thirty (30) days of move-in and the site number must be visible from the street.

13.19. **Snow Removal:** Residents shall be responsible for snow removal on all paved areas of their Site and the sidewalk, if any, in front of their Site. Salt shall not be used on any paved areas, however, sand is permitted. Chemical ice solvents are permitted, provided they are the type that do not damage, deteriorate, or discolor the concrete, paving, or lawn.

13.20. **Windows:** No window shall be covered with any foil, paper, cardboard, wood, metal, insulation or other non-transparent substance or material. Appropriate curtains or blinds shall be the only windows covering permitted. Materials of a commercial nature designed to reduce or eliminate glare and harmful sunrays may be installed to the manufacturer's specifications on the interior of the home only. The stacking of boxes, furniture or other items against the interior windows so as to appear unsightly from the exterior of your home is prohibited.

14. **HOME SET-UP, CONSTRUCTION AND INSTALLATION:** The construction and installation of any improvements of any kind at Resident's Site is prohibited without the prior written approval of Landlord. When applicable, plans may also need to be submitted to the proper governmental authorities for their inspection and approval and the issuance of permits. Resident is solely responsible for compliance with those requirements and all other applicable laws. The set-up of your home must be done by a professional home service company or licensed contractor. All contractors and workers must have workers compensation and liability insurance.

14.01. **Fire Extinguisher:** All homes shall be equipped with at least one working fire extinguisher and smoke detectors.

14.02. **Hitches:** Hitches must be removed from homes purchased in or moving into the Community.

14.03. **Skirting:** Skirting that has been approved in writing by Landlord must be installed within thirty (30) days of move-in date. Approved skirting is vinyl, and that which is compatible in color and material to the home and is manufactured by a bona fide skirting manufacturer.

14.04. **Steps:** Porches, steps and decks must be maintained in a safe and attractive manner. Main entry step must have a minimum landing of 4'x4' with required handrails and guardrail with intermittent uprights on all open sides. The bottom enclosure must match or blend attractively to material used on existing home and be enclosed with an acceptable material. Landlord must approve top enclosure in writing prior to construction. Minimum back porch size is 4' x 4' and must have a sturdy handrail. Decks and porches must be of a design and materials approved by Landlord and meet any applicable codes.

14.05. **Storage Shed:** Storage sheds are recommended. They shall be manufactured kit-form sheds and cannot contain any combustible materials. The shed must be portable and must set to the rear of the Site. All storage sheds shall be compatible with the home in material and color and cannot exceed 10' x 12' in size, 7' in height, and must be properly anchored. Any damage caused by storage sheds will be the sole responsibility of Resident. Only one shed per Site is allowed. All sheds must have Landlord's written approval and comply with local, county and state codes. No metal sheds will be allowed.

14.06. **Tie-Downs:** All mobile homes / manufactured houses shall be equipped with adequate tie-downs.

14.07. **Wheels:** Wheels must be removed before a mobile home / manufactured house is blocked.

15. **INSURANCE:** Each Resident must carry adequate "**Fire and Extended Coverage**" insurance on his/her home and must also maintain reasonable general public liability insurance. Each Resident will be required to provide suitable evidence of insurance to the Landlord upon request.

16. **LAUNDRY FACILITY:** Landlord provides no laundry facilities.

17. **OCCUPANCY, REGISTRATION, AND REALES:** All prospective Residents must complete all necessary forms and agreements required by the Community. Those failing to comply with this procedure shall be deemed trespassers and shall immediately be evicted from the Community.

A Site shall be used only for the placement of the Home and as a private residence for all named Residents and all named minor dependents of Resident as set forth on Resident's application and the Rental Agreement. Each person and pet residing in the Community must be registered and listed on the Rental Agreement, which must be signed by Resident. Also, any changes in the

persons or pets occupying the Home must immediately be related in writing to the Landlord. Resident and Resident's guests shall occupy the Site in accordance with the Rental Agreement.

Any person not listed on the Lease shall be considered a guest. Without the Landlord's written consent, any guest's stay shall not exceed a total of fourteen (14) days within any twelve (12) month period commencing with the first day of the guest's presence. If Landlord grants written permission to extend the stay beyond fourteen (14) days, Tenant shall pay to Landlord as additional rent Ten Dollars (\$10.00) per day, or part thereof, during which each guest resides on the Site. Tenant shall be responsible for the acts of Tenant's other occupants and guests. Landlord shall have sole discretion to determine when a stay has exceeded fourteen (14) days. Any guest whose stay exceeds fourteen (14) days must be screened by Landlord using Landlord's standard procedures. Any guest who does not pass screening shall vacate the Home immediately.

17.01. **Prospective Home Buyers:** If a prospective buyer desires to purchase a home from a Resident and plans to leave the home in the Community, the buyer must first apply for residency and be accepted by Landlord prior to the consummation of the desired sale. Landlord reserves the right to refuse to accept any prospective Resident if:

- 17.01.01. Their credit worthiness is unsatisfactory.
- 17.01.02. The prospective buyer has previously been evicted from this or any other Community or rental facility.
- 17.01.03. The prospective buyer or seller is not in compliance with the Rental Agreement.
- 17.01.04. The prospective buyer has a criminal record.
- 17.01.05. There are any other reasonable and lawful grounds to deny residency.
- 17.01.06. Qualifications for Purchaser or Transferee:

17.01.06.01. The proposed new Resident must agree to comply with the terms and conditions of residency, and execute a new Rental Agreement as required by Landlord.

17.01.06.02. The proposed new home shall meet the present standards of quality applicable for occupancy, and shall be approved in writing by Landlord. All necessary changes to home and Site, regarding standards of quality, must be completed prior to occupancy.

17.01.06.03. Prospective Residents must show proof of ownership (such as title) of the home and disclose the name and address of any security holder before signing a Rental Agreement or acceptance of rent by Landlord.

17.02. **Advertising A Home For Sale:** Residents desiring to sell their home may advertise in the Community only by placing, inside their home, one small sign subject to a maximum size of 12" x 12". The sign must be professionally printed and approved in writing by Landlord.

17.03. **Occupancy Standard:** To control the spread of communicable disease, ensure sufficient space for personal belongings, protect against the rapid deterioration of common facilities, and maintain Landlord's ability to provide safe and adequate water and sanitary septic disposal, the number of persons allowed per home shall be limited in accordance with the occupancy standards set forth by the local government, county, State of Minnesota and the Department of Housing and Urban Development.

17.04. **Replacement of Home:** Prior to the replacement of any Home with another, Resident must complete an application form regarding the proposed new Home and submit such form to the Landlord for written approval prior to moving another Home onto a site. Resident shall be responsible for all necessary governmental permits to conduct such replacement.

17.05. **Vacating A Site:** Residents must leave the site clean and free of debris, in substantially the same or better condition than existed upon taking possession, immediately upon vacating premises. Residents shall notify Landlord in writing no less than thirty (30) days prior to the removal of any home from the Community. Landlord may refuse to permit anyone from moving Resident's Home from the Community, unless the details of the move and proper evidence of insurance have been provided to Landlord. When a thirty (30) day notice is given to move a Home out of the Community, and if said Home is not moved out within said thirty (30) day period, said notice shall be of no further force or effect and Resident's Rental Agreement shall remain in full force and effect, unless Resident and Landlord agree, in writing, otherwise with one another. If a Resident wishes to move out after his/her notice to move out has expired, said Resident must reissue a new thirty (30) day notice to move out of the Community in writing to Landlord, whereupon the same procedures as for the initial notice shall apply.

18. **PETS:** THERE SHALL BE NO UNSUPERVISED PETS ALLOWED IN THE COMMUNITY AT ANY TIME. Pets, when outside the Site, must be kept on a leash at all times and Resident shall not leave an unsupervised pet leashed on the Site.

18.01. **Approved Pets:** Any pet which is to reside within the Community premises must be considered a "domesticated" animal by the general populace and must be of the type that would normally stay inside Resident's home. Any animal that is

considered vicious and poses a threat to Residents will not be permitted to reside within the Community. Landlord reserves the right to judge the domesticity or viciousness of the animal. Several breeds are automatically prohibited: Rottweiler, Pit Bull, or Doberman.

18.02. **Clean Up:** Pet owners are responsible for the daily removal of all pet excrement or litter from the Site or from any place in the Community that the pet may be exercised by the pet owner.

18.03. **Liability:** Pet owners will be liable for any and all damages caused by their pet. Should a pet be found running free, it will be held for pickup by the appropriate authorities or Humane Society. If the Authorities pick up a pet a second time, the pet will not be permitted to return to the Community.

18.04. **Noise:** Noisy or unruly pets or which cause repeated legitimate complaints will not be allowed to remain in the Community.

18.05. **Number of Pets:** A maximum of two (2) pets per household is allowed.

18.06. **Registration:** Only pets owned by Resident, and approved by Landlord are allowed in the Community. Pets must be licensed by the local government authority and must wear a rabies tag as well as a tag bearing the owner's name.

19. PROTECTION OF COMMUNITY RESIDENTS:

19.01. **Absence:** Residents contemplating absence for extended periods of time shall notify Landlord and file a forwarding address and phone number to Landlord regarding their availability in case of an emergency. Arrangements for routine care of the Site should also be made.

19.02. **Animals:** With the exception of bird feeders, the feeding of wild animals within the Community is prohibited. Residents are discouraged from doing anything to attract wild animals into the Community.

19.03. **Health Codes:** Health rules and regulations, established by the state or local health department, or Landlord, must be observed.

19.04. **Noise:** Excessive noise or loud parties that disturb the peace and tranquility of other Residents will not be permitted. Residents shall be held responsible for their conduct and damage caused or created by themselves, members of their household, pets or any of their guests to any property within the Community.

19.05. **Right of Access:** Landlord shall have the right of access to a Resident's Home to prevent imminent danger to the occupants, the Home, or in the event of a community emergency. Landlord shall have the right of access to the Home Site at all reasonable times, with a minimum twelve (12) hours notice, for purposes of repair or replacement of utilities, maintenance of the grounds, inspection and protection of the Community. In the event of an emergency, no prior notice shall be required for access to the Home Site.

19.06. **Yard Sales:** No yard, patio, porch or other sale of one's personal property is permitted on Resident's Site without Landlord's written permission.

20. **SECURITY:** It is the Resident's responsibility, and not Landlord's to take care of their own needs when in need of police or fire protection. In an emergency, call the police or fire department first then notify Landlord.

21. **STORAGE AREA:** The storage areas are maintained for the convenience of the Residents. A monthly fee may be charged for storing any item(s) in the storage area. A storage agreement must be signed with Landlord before any item(s) may be stored. All recreational vehicles, travel trailers, camper shells, boat trailers or other equipment left in the storage area shall be kept in good condition with all tires properly inflated and exterior parts attached. All items stored must be insured to properly cover any damage or theft, and have a current, valid license, if applicable. If a Resident neglects to properly maintain property stored in the storage area, that property must be removed there from within seven (7) days from being notified to do so by Landlord. If not so moved, Landlord reserves the right to have it removed at Resident's expense. Resident assumes all risk of damage or loss to any item(s) stored in the storage area and Resident is advised by Landlord to keep any item(s) stored in the storage area locked at all times. Storage is provided on a first come first serve basis. Resident must maintain in a neat and orderly condition the area under and around their assigned area.

22. **TAXES:** Any state or local taxes that management is compelled to collect on each mobile home or home site by reason of improvements by Resident will be collected by management and remitted to the proper taxing authorities. Such charges shall be deemed additional rent.

23. **TRESPASSING:** All Residents (or guests) are prohibited from trespassing on other Sites (either occupied or vacant).

24. **UTILITIES AND OTHER SERVICES:** All electrical, sewer, water and gas lines, which are the responsibility of Resident, shall be maintained in a safe and leak proof condition by each Resident and not by Landlord and its staff. There shall be no alterations to any utility line by any Resident, which is the responsibility of the Community.

24.01. **Damage and Costs:** Residents shall be responsible for repairs to utilities, which includes repairs necessary to provide electrical service from the breaker of the electrical pedestal to the home; from the sewer clean out to the home; from the water riser/shutoff or water meter to the home; and from the gas shut-off valve to the home. Residents should not dispose of sanitary napkins, disposable diapers, etc., by flushing them down the toilet. Residents will be financially responsible for cleaning a blockage caused by a violation of this provision. A licensed and insured professional should do all electrical and plumbing related repairs.

24.02. **Hook-ups:** Residents are required to hook up to gas, water, sewer and electric utilities, whichever are provided, on the Site. It is the Resident's responsibility to make application to the applicable utility companies and to arrange for all connections at Resident's own expense.

24.03. **Interruption of Service:** In no event shall Landlord have any liability or responsibility to Resident in the event that Landlord is delayed or prevented from providing any utility or other service which it has undertaken to provide when the lack of service is due to causes beyond Landlord's reasonable control. This shall include periods during which any service is interrupted for the maintenance or repair of any equipment used to provide such service. In no event shall Landlord be deemed to be in default with respect to any of its obligations unless Landlord has received written notice of any default and has failed to correct the problem within a reasonable amount of time.

24.04. **Tampering:** Water meters and their accessories, including but not limited to touch pads and insulation jackets (collectively "**meters**"), are the property of Landlord or the metering company and, no one is allowed to tamper or alter any meter for any reason, including but not limited to diverting the flow of water or bypassing the meter. When the Landlord or the metering company has reasonable evidence that a Resident is obtaining water, in whole or in part, by means of devices or methods used to stop or interfere with the proper metering of the water utility service being delivered, the Landlord or the metering company reserve the right to estimate and present immediately a bill for unmetered service as a result of such interference, and such bill shall be payable subject to a 24-hour disconnection of service. Tampering will be considered a breach of the Rental Agreement. If the Landlord or the metering company disconnects the service for any such reason, the Landlord or the metering company will reconnect the service upon the following conditions:

24.04.01. The Resident will be required to deposit with Landlord or the metering company in an amount sufficient to guarantee the payment of the bills for water utility service.

24.04.02. The Resident will be required to pay the Landlord or the metering company for any and all damages to water utility equipment resulting from such interference with the metering.

24.04.03. The Resident must further agree to comply with reasonable requirements to protect the water utility against further losses.

24.05. **Tanks:** No outside gas, oil, fuel oil or fuel tanks of any type, including LPG tanks shall be permitted in the Community.

24.06. **Utility Relocation:** Any expense of relocating a utility will be paid by the Resident, i.e. electrical pedestal, sewer, water and gas lines.

25. **VEHICLES:** For the safety of all Residents and their property, all motor vehicle regulations will be strictly enforced. Community vehicle regulations are as follows:

It shall be the responsibility of the Resident to report to Landlord unauthorized vehicles in front of their Site at all times. Parking is prohibited within fifteen feet of any fire hydrant. Parking on unpaved areas is also prohibited.

25.01. **Motorcycles:** Storage of motorcycles, mopeds and scooters must either be in an approved shed, garage, or in the designated parking space. No motorized vehicles shall be operated off of paved roads within the Community. An individual who does not have a valid driver's license shall operate no motorized vehicle of any type.

25.02. **Noise:** All vehicles must be properly muffled with engine and exhaust noise kept to a minimum. Engines shall not be "**raced**", "**gunned**", or "**revved**" in a manner, which will disturb the peace and quiet of the Community.

25.03. **Other Motor Vehicles:** Toters, trucks (other than the average pick-up), construction and farm equipment, ATV's, and snowmobiles are prohibited from use within the Community and shall not be stored, parked or kept on the premises or on any Site.

25.04. **Parking Spaces:** If you have more than two (2) vehicles, you will be required to store them elsewhere unless you have sufficient area to expand your driveway. Management must approve expansion of a driveway in writing prior to any construction. A permit from the local municipality may also be required. All driveway expansions must be completed in asphalt or concrete and work must be in compliance with local code requirements and professional standards.

25.05. **Parking:** Motor vehicles must be parked on off-street spaces or in garage as provided or in designated areas within the Community. Parking is provided only for passenger vehicles in good operating condition currently licensed with no more than two (2) axles. No vehicles with a load capacity in excess of one ton shall be kept stored or parked within the Community, except for making normal deliveries.

25.06. **Recreational Vehicles and Boats:** No person may sleep or live in any type of recreational vehicle within the Community. In no case may a recreational vehicle be attached to water and sewer connections. Recreational vehicles and boats may be stored in designated areas only. Recreational vehicles may be parked at the Site up to forty-eight (48) hours with prior written approval from Landlord; however, for short periods of time, not to exceed four (4) hours, approval is not required.

25.07. **Removal:** Unlicensed, inoperable or illegally parked vehicles are not permitted on the Site. Such vehicles may be subject to removal by Landlord at Resident's expense.

25.08. **Repairs:** The repairing of any motor vehicle within the Community, other than the changing of tires or minor repairs, which require the vehicle be immobilized for more than six (6) hours, is prohibited. Oil and other vehicle fluid changes are not permitted on the Premises due to potential violations of Department of Natural Resources regulations.

25.09. **Safety:** Motor vehicles within the Community shall be operated in a safe manner and in no event shall any motor vehicle be driven in excess of the posted speed limit.

25.10. **Stickers:** If a vehicle identification system is currently in use in the community, all vehicles, regularly kept in the Community by Resident, must be registered with the Community office and display valid, current license plates and must have a Community sticker thereon, which shall be placed on the inside of the windshield on the lower left or on an obvious area on front left side of any a motorcycle, moped or scooter. The Community shall provide stickers to all Residents at no charge for their vehicles.

25.11. **Traffic Control Signs:** All bicycles and all motorized vehicles must obey all traffic control signs.

25.12. **Unightly Vehicles:** No unsightly vehicle, which is not in running condition, shall be parked on any Site. This includes, but is not limited to, vehicles that:

- 25.12.01. Have been severely damaged in a traffic accident.
- 25.12.02. Have one or more deflated tires.
- 25.12.03. Have been damaged by fire or vandalism.
- 25.12.04. Are in need of extensive repair or have obvious missing parts.

Upon notice from Landlord that a vehicle is considered disabled or abandoned, Resident has forty eight (48) hours to make the vehicle operable or remove the vehicle from the premises. If the vehicle is not removed or made operable by the end of the forty eight (48)-hour period, a vehicle towing company will remove the vehicle from the Premises, at the Resident's expense.

26. **ENFORCEMENT:** Landlord reserves the right to terminate Resident's tenancy for any violation of the Guidelines For Living, or any conduct by the Resident, children of Resident or guests of Resident which interferes with management of the Community.

26.01. **Assignment:** Landlord reserves the right to assign this Rental Agreement, and any other agreements entered into to any Successor/Owner of the Community, and they shall remain in full force and effect and binding upon the Resident and Successor/Owner, but Landlord shall be released.

26.02. **Severability:** In the event any part of the Guidelines For Living, or any other provision under this Rental Agreement, is in conflict with any existing law, the law shall prevail on any such given provision, but all others shall remain in full force and effect.

26.03. **Waiver:** The rights of Landlord contained herein are cumulative, and failure of Landlord to exercise any right shall not be construed to mean forfeiture of any other right of Landlord. No waiver by Landlord of any of the Guidelines For Living shall be deemed to imply a further waiver of any other provision under this Rental Agreement.

I/We acknowledge that I/We have received, read, and understand the Guidelines For Living that were presented to me/us by Landlord as part of the attached Rental Agreement.

Signature	Date
Signature	Date
Signature	Date
Signature	Date