



## Community Rules & Procedures

Revised 10/3/2017

### Payment of Rent:

1. Rent is payable in advance by check, ACH debit, credit card (additional charges may apply) or money order. Cash is accepted only in the community office when a receipt can be made available. There will be no refunds for a paid period without prior agreement from the management.
2. Rent is due on the first day of the month. Any rent received between the 5<sup>th</sup> day and the 14<sup>th</sup> day of the month will be assessed a late charge of \$25.00. Any rent received between the 15<sup>th</sup> day and the 24<sup>th</sup> day of the month will be assessed a late charge of \$50.00. Any rent received on the 25<sup>th</sup> day or later will be assessed a late charge of \$75.00. Partial payments will not stop late fees. Tenant may be subject to eviction as explained in the Rental Agreement.
3. Should any payment offered by a tenant in payment of rent be dishonored by the drawee bank, such tenant shall pay rent by money order for the next six months. Further, if such check is dishonored, tenant will be charged a \$35.00 service charge.

### Architectural Control:

All manufactured homes are subject to architectural approval of management prior to residence acceptance. No roof or window mounted air conditioners or coolers, unscrewed chimneys in excess of 18", additions, structures or fences shall not be built without prior written approval by management. Management reserves the right to inspect all homes prior to acceptance of Rental Agreement. Management may have further requirements not contained herein.

### Hitches, Skirting and Blocking:

1. All hitches will be removed from homes. If hitch is not detachable with bolts, it must be removed with a torch.
2. Skirting must be installed within 45 days of move in. Skirting shall be of noncombustible material as required by state law. Barn tin, galvanized metal, or wrap around material will not be permitted.
3. All homes must be tied down in accordance with city requirements.
4. All blocking must be in accordance with city requirements.
5. Due to many types of underground utility installations, it is imperative that tenants consult with management before digging holes for fence posts, etc. If a tenant punctures a gas, electric, sewer or water line, such tenant shall be responsible for the costs of all repairs needed.

### Utilities:

1. Unless noted in an addendum attached hereto, all utilities are the responsibility of tenant.
2. All electrical connections must be performed by a licensed electrician.
3. Tenant is responsible for ensuring proper installation of approved water and sewer lines to the home, and assumes all responsibility for freezing or any damage resulting from freezing.

### Landscaping and Lot Maintenance:

1. Attractively designed and well maintained landscaping is a very important part of fine manufactured home living. We encourage you to keep your lot beautiful. Tenants are permitted to arrange plantings and/or amenities, with the exception of planting trees. All trees must be approved in writing by landlord prior to planting.
2. Tenants shall keep the lawn mowed in season. If tenant fails to do so, a notice to comply within 48 hours will be issued. If tenant still fails to mow/weed eat, landlord or landlord=s agent will mow such and a minimum \$50.00 fee will be assessed, due the 1<sup>st</sup> day of the next month along with tenant=s regular rental payment. Additional charges will be assessed for excess weed eating and debris removal. Repetitive failures to mow

- and/or pay the mowing fees assessed shall be considered a material breach of the rental agreement.
3. No storage of any materials, cans, bottles, boxes, etc. will be permitted in the open. Such must be in a shed or trash container(s).
  4. Tenant shall keep the leased premises clear of toys (when not in use), trash, debris, bicycles, and other items which may cause the area to look unkempt or be unsafe.
  6. The lot # must be posted on the front of your home at all times.
  7. You may install a fence constructed of new materials only. Fences must be marked and planned with management prior to construction. In addition, such fencing must also comply with any city ordinances regarding the construction of fences. Dig Safe must be contacted and lots marked prior to any holes being dug. All fencing must be kept well maintained the entire time your lease agreement is in effect. Any fencing added to the lot becomes the property of the community should you end your lease agreement or move your home from the community. Acceptable fencing includes fence made of chain link material, and no higher than 4 feet, with top rails and corner posts required, 4-6 foot wood privacy fence, new 4-6 foot white vinyl fence, or new 4-6 foot wrought iron fence. Again, such fence MUST be new at time of installation; you must obtain proper permits and call Dig Safe prior to installation. Such fencing must also comply with any city ordinances regarding the construction of fences. NOTE: If your home backs up directly to the lake (Wichita only), then the only acceptable fencing allowed is wrought iron to preserve the view of the lake.
  8. Exterior of home is to be maintained and remain in good condition at all times. This includes but is not limited to painting when necessary, repairing rotted or damaged siding, keeping window screens and interior blinds or curtains in good repair, (there should be no foil or blankets hung in windows and broken or wilted blinds should be replaced), keeping steps and decks reasonably clean and safe, replacing roofs when damaged, etc.
  9. When skirting is damaged, it MUST be replaced.
  10. Trash days are \_\_\_\_\_. All trash must be kept in trash containers with lids. Trash may not be set on the curb in bags only. The containers are to be taken to the curb the morning of trash day and removed from the curb the same day. The trash company is not responsible for items that cannot fit in your trash cart. These items cannot be set out without making prior arrangements with management. Fees will be applicable. If tenant fails to do so, a notice to comply within 48 hours will be issued. If tenant still fails to remove items, landlord or landlord=s agent will remove such and a minimum \$50.00 fee will be assessed, due the 1<sup>st</sup> day of the next month along with tenant=s regular rental payment.
  11. Holiday decorations must be removed within two weeks following the particular holiday.

#### Lot Usage:

1. Storage underneath the manufactured home, it's decking, or in the yard area is not allowed. Patio furniture, barbecue equipment, cut and neatly stacked firewood, wood decks and steps are the only items permitted outside.
2. All homes are to be used for single family residency only. No businesses shall be operated from the home.
3. All areas around furnaces, air conditioner units, and hot water heaters should be clear, especially from combustible material such as boxes, paper, clothing, rags, etc.
4. No above ground swimming pools, wading pools or trampolines are allowed in the community. Hot tubs will be permitted if they meet the following conditions: must be behind a privacy fence with working latch, must be built into the deck or have an attractively maintained casing, and they must have a factory cover that is on at all times except when in use
5. Each tenant, his family, his agents and his guests, shall show due regard for the comfort, convenience and pleasure of the other occupants of the community in which he resides. In respect to such, no tenant shall commit nor permit any nuisance, including but not limited to the making of excess noise, playing of stereos, televisions, radios, or any other noise-making or entertainment instrument at any excessive volume. The public use of profane and/or abusive language in or about tenant=s residence is prohibited when it is offensive to other tenants.
6. The leased premises shall be used and occupied by tenant as a residence and for no other purpose whatsoever. Failure of tenant to notify landlord of any change in number of persons shall constitute a breach of this agreement. No visitors or guests shall be permitted for more than 14 days without written consent of landlord. Any guests staying longer than 30 days must register at the office and sign a new Rental Agreement and Community Rules & Procedures.
7. No person shall commit or permit in or near his residence any act or carry on or permit the carrying on of any activity which is in violation of any state law, city ordinance, or law of the United States.

8. If desired, tenants should provide their own liability and/or personal property insurance.

Pets:

1. Except, as discussed below, there will be a limit of one cat (indoor only) or dog per household. All animals must be approved and registered with the management.
2. Dogs are limited in size to 30 lbs., except as discussed in paragraph 15 below.
3. All cats must be spayed or neutered.
4. All pets shall be kept in a dog run or approved community fence. No t-posts are allowed.
5. For outside pets, a dog house is required.
6. Rottweiler, Doberman, German Shepherd, Chow, American Pit Bull Terrier, Staffordshire Bull Terrier, American Staffordshire Terrier, Wolf breeds or mixed breeds of any these dogs are not allowed, or any breed of dog that the city ordinance restricts. Dogs that are mean by nature or display aggressive behavior or excessive barking are also not allowed.
7. Dogs shall not be chained up at any time.
8. Pets are not allowed to run free at any time.
9. Neglect of a pet shall cause the privilege of keeping a pet to be revoked at the option of landlord. Should the pet become abandoned or left unattended for any reason, landlord has the right to remove the pet from the premises and provide for its welfare. Any cost for such care or transportation will be the responsibility of tenant. Tenant agrees to hold landlord harmless for any fees, fines, or damages caused by the collection and removal of the pet.
10. Tenants having pets shall ensure any waste from such pet is removed from the yard on a weekly basis, at minimum.
11. Any damage or destruction caused by the pet to the leased premises, equipment, furnishings or other property of landlord shall be the tenant's responsibility.
12. Tenant acknowledges and agrees that landlord may revoke this consent and/or amend and change rules and procedures pertaining to pets without any prior notice to tenant, and at any time tenant will abide by such amendments. Tenant agrees that the violation of these pet rules is adequate cause for the landlord to require that the pet be removed permanently from the community and/or the rental agreement to be terminated.
13. Tenant agrees to defend and hold landlord harmless against any and all claims, actions, suits, judgments and demands brought by any other party on account of or in connection with any activity by or damage caused by the tenant's pet. Proof of insurance may be required.
14. Landlord and landlord's agents or employees shall bear no responsibility for occurrence of harm, injury or death to a pet caused by the agents or employees of the community, guests, independent contractors, tenants or other persons on the premises.
15. In certain instances, and only with written approval from landlord, up to three pets may be allowed and the 30 lb. weight limit may be exceeded.

Vehicles, Driving and Parking in the Community:

1. Tenants shall park in their respective driveways, and are allowed only one car parked in the street per household. No parking is permitted in the yard. Parking one car in an adjacent empty lot, if approved in writing by management, will be permitted; however management is not responsible for any damage to the vehicle, including but not limited to, vandalism or damage from mowing debris.
2. Tenant agrees to obey all parking signs and these rules regarding parking. Tenant acknowledges that failure to obey parking signs, these rules, or parking in designated and authorized parking spaces may result in the vehicle being towed from the community. In that event, tenant is responsible for all costs associated with the towing.
3. Tenant agrees to obey all speed limit signs posted. If no signs are posted, tenant acknowledges that the speed limit in force shall not exceed 15 miles per hour in the community.
4. Tenant is responsible to communicate to their guests and visitors all parking and speed rules.
5. Guests and visitors who will be parking a vehicle at the community more than five days must register said vehicle with management.
6. Travel trailers and other recreational vehicles may not be parked in the driveway beside any manufactured home for a period longer than 24 hours. In no case may sewer and water connections be made on such trailers or recreational vehicles.
7. Trailers used for hauling, tools, or other purposes will be considered on a case by case basis, depending on

the size, overall condition, and the space available. Arrangement for any vehicles over 3 per household, must be discussed with management. Parking solutions will be considered depending on the space available in the community and may be revoked at any time.

8. For your safety and the safety of other tenants, no major overhauls or constant repair of vehicles will be permitted on any vehicle in the community.
9. No trucks licensed for more than 12,000# GVW shall be permitted. No inoperable, non-tagged vehicles or vehicles with expired tags shall be parked anywhere in the community.
10. Management is not responsible for any vehicles or other personal property parked on or stored in the community.
11. No ATV's or 4-wheelers shall be operated or ridden in the community.

Boats and Campers:

Boats and campers are allowed from May 1st to September 7th. Year round storage of boats and campers are not allowed in the park.

Common Areas:

1. Children are not to play in the street.
2. No ramps for bicycles, skateboards, or other recreational items are permitted in the street. No basketball goals are permitted in the street. Any ramps and/or basketball goals must be in the tenant=s driveway.
3. No BB guns, pellet guns, or paint ball guns are permitted outside a tenant=s home.

Solicitation:

No door-to-door solicitation will be permitted except by children related to school projects, boy and girl scouts, or fund-raisers for their church, community service organizations, etc.

Complaints:

In most cases when problems arise between tenants, it is better if you can work the situation out between yourselves. If you cannot, make a written complaint to the management and sign and date it. We will make reasonable efforts to reach an agreeable solution.

I/we have read and received a copy of this manufactured housing community rules and procedures and agree that I/We, and the minors in my charge, and any guests, will abide by them.

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Tenant

\_\_\_\_\_  
Printed Name of Tenant

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant Signature