### HOME PATH COMMUNITIES COMMUNITY STANDARDS, RULES AND REGULATIONS FOR HOME RENTALS

Resident (1):					
Resident (2):					
Any other residents:					
Lot Number:					
Lease Commence Date:					
Lot Rental Agreement Date:					

These Community Standards, Rules and Regulations are attached to and made part of the lease dated above between Home Path Communities (owner) and Resident(s) for the home and home site located within Colonial Gardens Mobile Home Community and Meadow Acres Mobile Home Community. Owner reserves the right to add, delete or alter these rules and regulations from time to time. Notice of additions, deletions or alterations will be in writing, at least (30) days in advance of the effective date (or other time period required by state law), delivered by mail or by hand. Resident agrees to accept such additions, deletions or changes upon issuance, or either party may terminate the lease agreement per the terms of the lease.

HOME PATH COMMUNITIES is an equal housing opportunity community.

## I. Lease Application

Resident is required to complete an application and pay a non-refundable application fee prior to entering into a lease agreement with Owner. The application becomes part of the lease agreement. Owner reserves the right to terminate this lease agreement in the event of false or misleading information or statements are made on the application which may be discovered at the time of application or after acceptance of the application.

## II. <u>MOVE IN</u>

1. Upon move in, Resident agrees to register with management and provide the following information:

- a. Current telephone numbers for home and employment for all adult members of the household.
- b. Name, address and phone number of a person to contact in case of emergency
- c. Make, model, year and license plate number(s) of all vehicles and a copy of current automobile insurance coverage;
- d. Manufactured home make, model, year and identification number (copy of file if available)

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- e. Make, model, year and number of any other utility and/or recreational vehicles allowed on the premises
- f. Copy of current renter's insurance policy.
- g. Resident agrees to advise management of changes in any of this information.
- 2. Management staff shall be the only authorized party to turn the water on or off.

\_\_\_\_\_ Resident Initial

## III. DRIVING AND PARKING IN COMMUNITY

- a. Resident agrees to obey all parking signs, these rules and the requirements set forth in Resident's lease and rule agreement. Resident shall park only in his/her designated place(s). **Resident acknowledges that failure to obey parking signs, to obey these rules, to obey the requirements of resident's lease agreement or to park in designated and authorized parking spaces may result in the vehicle being towed from the property.** In that event, Resident is responsible for all costs associated with the towing.
- b. Resident agrees that all vehicles, either owned by, leased to or in the custodial care of Resident shall be duly registered, licensed, insured and in an operable condition at all times
- c. Vehicles in excess of <sup>3</sup>/<sub>4</sub> ton designation are not allowed in the Community unless authorized in writing by Owner
- d. Automobiles are only permitted to transit on roads inside the premise and under no circumstance Resident is to drive thru empty lots endangering the safety of other Residents and/or damaging utility connections such as gas, water and electric infrastructure. Any damages will be at expense of violating Resident and it would constitute a violation of this Lease and subject to a non-compliance fee.
- e. No Parking shall be allowed on lawns or patios
- f. Resident agrees to obey all speed limit signs posted. If no signs are posted, acknowledges that the speed limit in force shall not exceed 10 miles per hour. This will be strictly enforced by the Community and local police.
- i. No go-carts are allowed in the Community. Motorcycles, mini-bikes, motor scooters and mopeds are permissible as long as they are well muffled as to noise and parked only in driveways or by the street. Recreational vehicles (RV's), campers, boats, rental trucks and trailers will be allowed in the Park only to load and unload OVERNIGHT. No repairs to or washing of these vehicles is to be made in the Park. IN NO CASE MAY SEWER AND WATER

# CONNECTIONS BE MADE ON SUCH TRAILERS OR RECREATIONAL VEHICLES

- j. Resident is responsible to advise guests and visitors of parking and speed rules.
- k. Guests and visitors who will be parking a vehicle at the Community more than five days must register said vehicle with management.
- 1. For your safety and the safety of other residents, no mechanical or maintenance work shall be performed on any vehicle on the premises, including but not limited to, oil changes or radiator flushes.

## m. OWNER IS NOT RESPONSIBLE FOR ANY VEHICLES OR OTHER PERSONAL PROPERTY PARKED ON OR STORED IN THE COMMUNITY.

n. Any vehicle, regardless of it parking location that does not meet the conditions of this section III, will be deemed to be parked illegally on private property. Subject to local ordinances, these vehicles may be towed without notice. The disposition of the towed vehicles is the sole responsibility of the registered owner. Owner (as hereinafter defined) shall no way be responsible for the disposition or damage to a towed vehicle. If any vehicle belonging to Resident is parked in another Resident's space, Resident is subject to being asked to move the vehicle to an appropriate space. Failure to move upon verbal or written request may result in the vehicle being towed. The terms and conditions of this paragraph shall also apply to nonmotorized vehicles such as personal trailers, removable truck-mounted campers and bicycles, as well as object and/or structures placed in parking spaces. Anything other than these vehicles (e.g. boats, jet-skis, snowmobiles, etc.) will be deemed to be parked illegally and subject to local ordinances, may be towed without notice.

## 1V. MAINTENANCE, APPREARANCE, DIGGING, AND TRASH

- a. Owner, its agent and residents take pride in the appearance of the Community. Therefore, Resident agrees to keep the leased premises clear of toys (when not in use), trash, debris, bicycles, play items, lawn furniture, barbecue grills and the like, must be stored in a neat and orderly manner, and other items which may cause the area to look un-kept or be unsafe.
- b. If Resident fails to keep the lawn properly mowed, weeded, maintained and watered, Owner may do so at Resident's expense. Failure to properly maintain the Premises or to water or mow the lawn shall be considered a material breach of this Lease.
- c. Owner is responsible for yard lights. If a yard light is not functioning, please advise management immediately.

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- d. Owner is responsible for keeping the roadways within the Community in good repair.
- e. Resident may not hang laundry outside.
- f. Resident may landscape the leased area. However, landscape plans must first be approved by the Owner or its agent. Resident agrees to maintain such landscaped areas.
- **g.** Due to the great number of utility lines and drops located on the Premises, Resident shall not dig, or cause to be dug, any holes (such as for trees or shrubs) nor drive, nor cause to be driven, rods or poles into the ground, nor will the ground be rototilled, without the written consent of Owner. Resident shall be fully liable and responsible for any harm caused by violation of this paragraph and shall hold Owner harmless there from. Resident shall only hire contractors who are licensed to perform the intended work and insured for the amounts and for the liabilities as is reasonable and customary in their trade or business. **BEFORE YOU DIG CALL FOR LINE LOCATES.**
- h. Resident agrees to notify Owner immediately of any defective condition of the premises or Community which the Resident has reason to believe is the duty of Owner to repair
- i. For safety's sake, please keep areas around furnaces and hot water heaters free of combustible material such as boxes, paper, clothing, rags, etc.
- j. Installation or placement of the following items on or at Resident's home-site are not permitted:
  - a. Swing sets
  - b. Trampolines
  - c. Hot tubs or spa type water tubs
  - d. Swimming/ wading pools
  - e. Basketball hoops
  - f. Any item that may endanger the health or personal property of other residents or guests.
- k. Resident shall not permit or allow any rubbish, waste materials and/or other item of disposable condition to accumulate upon the Premises. Resident shall maintain the Premises in a reasonably clean and sanitary condition at all times. Resident shall not dispose of hazardous waste in trash receptacles or anywhere on the Premises or in the Community. Resident shall not create any environmental hazards on or about the Lot or Park. It is the Resident's responsibility to dispose of their own trash. If Resident fails to remove garbage or other unsightly items within five (5) days after delivery of a written demand by Landlord to remove such items, the Park may remove same and charge Resident a non-compliance fee for each such occurrence.

- 1. At all times during the term of this Agreement, Resident shall keep the home in and lot in a neat and orderly and presentable condition, satisfactory to landlord, in addition, each tenant shall:
  - 1. Comply with all obligations imposed upon mobile home owners by applicable provisions of building, housing, and health codes;
  - 2. Keep the mobile home clean and sanitary;
  - 3. Maintain the mobile home in good condition and make all replacements and repairs necessary to accomplish the same.
  - 4. Each tenant shall be responsible to keep skirting in good presentable and fully fastened order;
  - 5. Keep the mobile home free of rats, mice, roaches, fleas, ants, wood destroying organisms, and other pests.

# V. <u>GUESTS AND VISITORS</u>

- a. Resident is responsible for his/her visitors, dependents or any other occupants. Misconduct or lease violations on the part of Resident's visitors, dependents or any other occupants may results in Resident's eviction.
- b. Guests and visitors who will be at the Community more than five days must register with Management. Any person staying at the Community more than 30 days in any one calendar year must contact Management to sign a lease.

# VI. <u>USE OF COMMON FACILITIES AND AREAS</u>

- a. Rules and safety tips for use of common facilities may be posted. Resident agrees to abide by all such rules and safety tips.
- b. The common facilities are for the mutual use and enjoyment of all Community residents and their guests when accompanied by a Community resident.
- c. Use of the common facilities such as general open areas and playground will be at resident's own risk. If Resident's family, invitees or guests use the same, they shall do so at their own risk, and Resident shall hold Owner (hereinafter defined) harmless with respect to such use. Owner will at no time provide supervisory personnel. Resident, invitees and guest must abide by any rules and hours posted in the applicable areas.
- d. Resident is responsible for his/her guests and visitors who use common facilities and areas.
- e. Guests and visitors may not use the common facilities and areas unless accompanied by Resident, unless otherwise agreed to by Management.

- f. The Premises shall be used only by the undersigned Resident and only for residential purposes. Occupancy of the home will be restricted to no more than two person per bedroom except by written consent of Owner
- g. No commercial or business activity or enterprise shall be conducted by Resident in the Community.
- h. Any person over the age of 18 living in the Premises must be approved as a tenant and must agree to be bound by the terms of this Agreement, and must be a Resident under this Agreement
- i. OWNER IS NOT RESPOSIBLE FOR RESIDENT OR THEIR GUESTS WHILE USING THE COMMON FACILITIES OR AREAS
- j. <u>Guns of any sort</u>: The use of firearms, including BB guns, bows and arrows, paintball guns, slingshots, etc. in the Park is prohibited.
- k. <u>Keep the park nice:</u> Resident shall not destroy, deface, damage, impair, or remove any part of the Lot, mobile home unit, or common areas of the Park nor permit any person to do so. Resident shall not allow any waste on the Lot or Park. If you or your guests damage grass, trees or shrubs in any way you agree to fix/restore the plants to their original condition within 1 week or you agree to pay for actual costs (including labor) to replace them to their original and identical state.

## VII. MOVE OUT

- a. Resident agrees to give Owner notice per the terms stated in the Lease.
- b. Resident agrees to leave the leased area in the same or better condition as when Resident moved in, ordinary wear and tear excepted.

## VIII. PET RULES

## Pets are not allowed unless approved in writing by Owner, unless registered With Owner and unless the following pet rules (as amended from time to time) are satisfied.

Owner will permit Resident to have <u>one</u> domestic cat or dog, but in no case will the following breeds be allowed: Chow Chow, Rottweiler, Doberman Pinscher, German Shepherd, Pit bull, or any mix breeds of these breeds, or any part-wolf mix. No dog known to be dangerous or with a history of biting will be allowed. Other dog breeds may be deemed unacceptable by management at any time. Caged Birds and fish are allowed. No other agricultural, wild or exotic animals (including Iguanas, ferrets and snakes) are permitted. RESIDENT AGREES TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH BELOW:

- a. Pet must be neutered or spayed, and Resident will provide certified proof of such if requested by Owner.
- b. Resident must furnish evidence of current vaccinations and licenses in accordance with local ordinances.
- c. Pet will not be allowed in the community rooms or other inside common areas at any time.
- d. Pet must be leashed at all times when outside the home. No cat or dog is allowed to run loose outside the home. Pet must remain in the physical presence of the Resident or responsible party when the pet is outside the home. Pet may not be left unattended outside, even if leashed or chained. Resident must clean up after the pet and all pet waste must be immediately removed. Pet house, including doghouses, or pet runs are NOT allowed in the community unless approved by management.
- e. Resident agrees to walk the pet in only those areas designated by Owner, and to immediately pick up and remove pet waste from designated or any other areas of the premises. If Owner or its agents or representatives must remove such waste, Resident will be charged a service fee.
- f. Resident is responsible for and will pay for damage or destruction caused by the pet to the leased premises, equipment, furnishings, or other property of the Owner. Proof of insurance may be required.
- g. Resident agrees to board the pet or otherwise arrange for its 24-hour supervision if Resident is away from the premises overnight.
- h. Resident agrees to board the pet or other wise remove the pet from the premises for the balance of the lease term if the pet becomes a nuisance or annoyance or interferes for the balance of the lease terms if the pet becomes a nuisance or annoyance or interferes with the rights or enjoyment of other residents, or because of damage caused by the pet, or if Owner shall subsequently revoke this consent.
- i. Neglect of the pet shall cause the privilege of keeping the pet to be revoked at the option of the Owner.
- j. Should the pet become abandoned or left unattended for any reason, Owner has the right to remove the pet from the premises and provide for its welfare. Any cost for care or transportation will be the responsibility for Resident. Resident agrees to hold Owner harmless for any fees, fines or damages caused by the collection and removal of the pet.
- k. Resident acknowledges and agrees that Owner may revoke this consent and/or amend and change rules and regulations pertaining to pets without any prior

notice to Resident, and at any time Resident will abide by such amendments. Resident agrees that the violation of these from the community and/or the Lease to be terminated.

- 1. Resident agrees to defend and hold Owner 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 Resident's pet. Proof of insurance may be required.
- m. Resident agrees to provide to Owner a current photograph of Resident's pet.

## IX. <u>GENERAL</u>

- a. Resident shall not alter park-owned utility connections. If there is a problem or malfunction with such connections, advise Management immediately.
- b. Soliciting and yard sales are not permitted, unless approved by Management.
- c. Garage and yard sales are not permitted, unless approved by Management.
- d. Commercial enterprises or business, including day care, are not permitted, unless approved by Management.
- e. Resident agrees to respect all residents at the Community and will not engage in any activity which may disrupt the peaceful, quiet enjoyment of his/her neighbors. Quiet hours for the Park are from 10 p.m. to 8:00 a.m. daily and Resident agrees to abide by the quite hour restriction.
- f. <u>Door to door:</u> No peddling, soliciting, or commercial enterprises of any nature are allowed in the Park except that mobile home owners may engage in canvassing or any other communication for Park Association, or organization purposes.
- g. <u>CHILDREN:</u> Parents are responsible to see that children do not disturb neighbors or abuse property. Not only will parents be held financially responsible for damage caused by their children to private park property, but also such damage or unruly behavior will subject Resident to eviction. Children's toys and equipment may not be left out of doors where they may cause inconvenience or injury to others, or cause the park to appear unsightly.
- h. <u>Trampolines:</u> For the safety of all, trampolines are not allowed on the property. If you absolutely want to have a trampoline there is a separate written agreement that MUST be signed and a \$1,000,000 insurance policy must be acquired and a copy of such must be provided to management.
- i. <u>Swimming Pools</u>: For the safety of all, swimming pools are not allowed on the property. If you absolutely want to have a swimming pool there is a separate written

agreement that MUST be signed and a \$1,000,000 insurance policy must be acquired and a copy of such must be provided to management.

## X. UTILITIES

a. Resident shall pay for certain utilities as described in Addendum A

OWNER:

RESIDENT (S):

Its:	<u> </u>	 	 	 

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

#### ADDENDUM A

#### UTILITY CHARGES

The following is a summary of utilities provided or available at each home site, the party responsible for payment, and the method used to calculate payments. Owner reserves the right to modify this Addendum to the fullest extent allowed by law. Additional information may be available upon request and in accordance with State Law. All charges are calculated monthly unless otherwise noted. Charges based on local utility rates will fluctuate according to changes in those rates without further notice by Owner. Utilities in common areas of the Community will be paid by Owner except as otherwise noted. An administrative fee for meter reading, mailing, invoice preparation and similar overhead expenses may be charged. All payments are due to Owner on the day and in the manner that rent is due unless otherwise specified.

- A. WATER (CHECK ONE):
- Currently provided by Owner at no cost. Can be charged to Resident upon 30 days prior written notice unless otherwise provided by applicable statute.
- Sub-metered usage charge based on local utility rates multiplied by number of Cubic Ft. used. Formula:
- Flat fee of \$
- Occupancy-based fee calculated from local utility rates and number of occupants residing at the Premises. Formula:
- Square footage-based fee calculated from local utility rates and number of occupants residing at the Premises. Formula:\_\_\_\_\_\_
- Resident billed directly by the local utility company
  - Other:\_\_\_\_\_
- B. SEWER (CHECK ONE):
- Currently provided by Owner at no cost. Can be charged to Resident upon 30 days prior written notice unless otherwise provided by applicable statute.
  - Sub-metered usage charge based on local utility rates multiplied by number of Cubic ft. used. Formula:

Flat fee of \$\_\_\_\_\_

- Occupancy-based fee calculated from local utility rates and number of occupants residing at the Premises. Formula:\_\_\_\_\_\_
- Square footage-based fee calculated from local utility rates and number of occupants residing at the Premises. Formula:\_\_\_\_\_
- Resident billed directly by the local utility company
- Other:\_\_\_\_\_

Residents Initial:\_\_\_\_\_

C.	NATURAL GAS OR PROPANE (CHECK ONE):
	Currently provided by Owner at no cost. Can be charged to Resident upon 30 days prior written notice unless otherwise provided by applicable statute.
	Sub-metered usage charge based on local utility rates multiplied by number of gallons used. Formula:
	Flat fee of \$
	Occupancy-based fee calculated from local utility rates and number of occupants residing at the Premises. Formula:
	Square footage-based fee calculated from local utility rates and number of occupants residing at the Premises. Formula:
Х	Resident billed directly by the local utility company
	Other:
D.	ELECTRICITY (CHECK ONE):
	Currently provided by Owner at no cost. Can be charged to Resident upon 30 days prior written notice unless otherwise provided by applicable statute.
	Sub-metered usage charge based on local utility rates multiplied by number of gallons used. Formula:
	Flat fee of \$
	Occupancy-based fee calculated from local utility rates and number of occupants residing at the Premises. Formula:
	Square footage-based fee calculated from local utility rates and number of occupants residing at the Premises. Formula:
Х	Resident billed directly by the local utility company
	Other:
E.	TRASH (CHECK ONE):
	Currently provided by Owner at no cost. Can be charged to Resident upon 30 days prior written notice unless otherwise provided by applicable statute.
	Charge based on local utility rates. Formula:
Х	Flat fee of \$
	Resident billed directly by the local utility company or waste hauler
	Other:

Residents Initial:\_\_\_\_\_

F.	CABLE TELEVISION (CHECK ONE):
	Currently provided by Owner at no cost. Can be charged to Resident upon 30 days prior written notice unless otherwise provided by applicable statute.
	Flat fee of \$
Х	Resident billed directly by the local utility company
	Other:
G.	ADMINISTRATIVE FEE (CHECK ONE):
Х	Not Applicable
	Flat fee of \$
	Formula:
H.	OTHER:
	Flat fee of \$ Formula:

Residents Initial:\_\_\_\_\_