

**SCENIC MOUNTAIN PARK
RULES AND REGULATIONS**

1. Welcome!

We have established high standards for the operation of the park to insure the continuation of a fine, clean community. All residents are expected to cooperate and observe all the park rules and regulations. Consideration and courtesy to others, plus your cooperation in maintaining an attractive home will help sustain our high standards. As you read these rules and regulations, we ask that you keep in mind that they are for your protection. It is these rules and regulations that insure you of a pleasant life style.

2. ACCEPTANCE

The landlord reserves the right to refuse admittance to the park. References may be required and checked before admittance. The applicant must be considered desirable and compatible with the other residents of the park. Rents are based on occupancy by no more than four (4) permanent residents. All residents must sign Lease.

3. RENTAL

A. All rents must be paid in advance, and are due on the first day of the month. Rents are delinquent after the 7th day of the month. A late payment charge of \$15.00 will be charged on any late payment, plus \$1.00 per day starting on the 10th of the month. Any checks returned to us by the bank will incur a \$20.00 return check charge.

B. Occupancy of a home by more than one family has to be approved by the management.

C. NO HOMES ARE ALLOWED TO BE RENTED (TEMPORARILY OR OTHERWISE) OR SUBLET, except by the landlord. Renting or subletting your home will terminate your lease.

4. Adults only as full time occupants.

5. MOBILE HOME AND SITE

A. It shall be the resident's responsibility to attractively maintain their home and site and comply with all applicable laws, ordinances and regulations of the county, state, and park. All homes must be blocked and tied down and carry adequate liability insurance.

B. Any additions, exterior improvements or changes to the home (including color) must be approved by the landlord before any work begins. All major construction (screen room, carports, sheds) must be done in a professional manner. No home accessories or add-ons are to look handmade. If they have a handmade appearance, they have to be removed.

Septic

- C. All homes must be skirted with approved material.
 - D. Residents shall not order or contract for any repairs on behalf of the park. Any site improvements desired by the residents, other than existing improvements provided by the landlord, shall be at the expense of the resident, as approved by the landlord.
 - E. Electric and telephone lines are installed at each home site. Each resident will make his own application for service and will pay all bills rendered by the utility companies. The residents must check to insure park utilities meet the resident's specifications before moving in. Any change in utility service to meet the requirements of the resident will be done at the resident's expense. All utility connections must comply with all governing ordinances.
 - F. The resident is responsible for his sewer line from his home to the septic tank. Any stoppage in the line, other than from underground tree roots or an underground break in the line is the resident's responsibility. He is responsible for his water line from his home to the park connection and for his electric line from his home to where it connects to the EMC company line.
 - G. The resident is responsible for the overall appearance of the home site. It shall be kept neat, orderly, clean, and free of litter. No items are to be stored or left sitting outside of the home unless they are in an enclosed storage shed. Mowing, trimming, weeding, and general care of the lawn, and trees are the responsibility of the management. Shrubbery, plants, and trees planted on the lot become the property of the park and are not to be removed. Before planting trees, permission must be received from the management. If a resident wants to remove a tree from their lot, they must first receive permission from management, only then the tree may be removed at resident's expense.
 - H. No fences, of any kind are permitted around or between the homes.
 - I. Outside clothes lines are not permitted on the home sites. Drying clothes on your patio or any other place outside of your home is not permitted. No washing machines or any other appliances are permitted on open patios or carports.
 - J. Any grass thrown into the street must be swept away. All excess grass, cuttings, brush, and dirt must be bagged and held for trash pick-up.
 - K. The resident should check outside water faucets frequently for leakage. Higher water bills eventually end up in the form of higher rent.
6. SALE OF HOMES
- A. A resident who intends to sell his home must bring any prospective resident to the management to complete a rental application and be approved by landlord before the new resident can occupy the home.
 - B. Management must be notified on any intent to sell a home and given 30 days notice, in writing, of any intent to move.

- C. The sale of a home is contingent upon the buyer agreeing, in writing, to improve the home to meet the park requirements.
- D. The park is a licensed mobile home dealer. If you are interested in selling your home, we would appreciate the opportunity to sell it for you. The park advertises, screens all inquires and prospects, has qualified personnel to show your home most any time, is familiar with the market and current prices, is experienced in sales, which enables us to get the highest possible price for your home, and will handle all the paperwork and administrative details relative to the sale. The complete sale is handled for you on a reasonable commission basis. Please check with the management whenever you are interested in selling.

7. MOVING

- A. If the home is being removed from the park, the lot is to be left neat, clean, and free of any debris, trash, rubbish, discarded articles or unused items. Any damage done to the lot or park when a home is being removed is the responsibility of the resident who is moving out. Anyone moving a home out of the park must give written notice to the management what day the move will be taking place, at least two days prior to the move. **NO HOME MAY BE MOVED OUT OF THE PARK UNTIL ALL BACK RENT IS PAID.**
- B. In order to upgrade the quality of the park, the landlord may require any mobile home that does not meet the park's established standards, or is improperly maintained, to be removed from the park. The decision of the park owner in this regard shall be final and binding.
- C. Please leave a forwarding address for any mail or telephone calls that maybe received.

8. GUESTS

- A. Residents are responsible for their guest's actions. Therefore, they should see that their guests are aware of and comply with the park rules and regulations.
- B. Roomers or boarders are not considered guests and are not permitted.

9. PETS

- A. All pets must be approved by management and registered with the management. No more than one pet is allowed per mobile home.
- B. Pets are not allowed to run free, when outside, they must be walked on a leash. Pet owner is responsible for cleaning up after his pet.
- C. Park lawns are not to be used for walking pets. Pets should be walked on the pet owner's lawn only.
- D. Dogs shall be limited to 25 pounds and not more than knee high. Dog houses are not permitted on the home site.
- E. Visitor pets are not permitted.

- F. Motor vehicle repairs, other than emergency procedures such as flat tires, are not permitted in the park. Vehicles must be quiet enough when running so that they do not disturb the residents.
- G. Sleeping or living in recreational vehicles is not permitted in the park.
- H. No commercial type vehicle will be parked on the home site.
- I. Motorcycles are not to be ridden in the park.
- J. The landlord specifically reserves the right to restrict the operation of all delivery transportation or other vehicular traffic within the mobile home park, which the landlord deems to be detrimental to the interest of safety and traffic control, the well being of the residents, and preservation of the mobile home park grounds and roadways.

13. MISCELLANEOUS

- A. All buildings, equipment, and grounds are used at the resident's and guest's own risk.
- B. Noise—please be considerate of your neighbors. Special care is needed to keep the level of TV's, radios, stereos, ect. low after 9:00 PM and before 9:00 AM.
- C. Absolutely no illegal drugs are permitted in the park.
- D. No alcoholic beverages are to be consumed on park grounds.
- E. Loud and abusive language and/or public drunkenness will not be tolerated.
- F. Legitimate complaints should always be reported to the management, but a habitual complainer or agitator will not be tolerated.
- G. In the event you have called for fire, police, or ambulance assistance, notify the management immediately thereafter.
- H. Residents must notify the management when leaving their homes for more than a two week period.
- I. We ask the help of all the residents in policing the property. No matter what time of day or night, please report any suspicious behavior to the management immediately upon noticing it. If you see anyone who is acting suspicious or causing a disturbance the way they are driving through the park, try to get their license number and description of the vehicle and call the sheriff or management immediately. If we all work together we may be able to prevent some problems from occurring.
- J. If any maintenance work in the park is to be done by a park employee, please arrange for such work through the management.
- K. Tenant's lease must be returned to the management signed.
- L. No tenant, guest, or invitee shall conduct any business from, in, or at the park. No business related vehicle, trailer, tools, or equipment shall be parked on park property.
- M. All hook-ups to cable TV must be underground from the mobile to the pole.

14. RESPONSIBILITY AND LIABILITY

- A. Residents are responsible for complying with all applicable laws, ordinances, and regulations of the County and State. In case of fire to the resident's property, resident is responsible and liable for any cost of repairs and clean-up of lot and premises.**
- B. The landlord shall not be liable for accident or injury to life or property through the resident's or guest's use of park grounds. Residents and guests use these grounds at their own risk. Residents are responsible for damages caused by their family and guests.**
- C. Neighborhood disputes are not the concern of the landlord unless the community is involved. Personality conflicts are not under the purview of the landlord. Please respect your neighbor.**
- D. Material failure to comply with the provisions of the mobile home lease is also a violation of these rules and regulations and is cumulative grounds for eviction.**
- E. All persons who enter or live in the park do so at their own risk. The owners and management of the park absolve themselves from all liability or responsibility pertaining to loss by accident, property damage, fire, theft, or any other cause whatsoever, whether by automobile, other vehicle, or otherwise, regardless of the location of same on Scenic Mountain Park property.**

Please remember, these rules and regulations are for the benefit of all the residents of the park and assure all residents that we will continually maintain our high standards. Any violation of these rules and regulations by the resident will be considered a breach of the terms of tenancy. We thank you for your cooperation.