

# **MILTON OAK RIDGE ASSOCIATES**

## **RULES AND REGULATIONS**

Milton Oak Ridge Associates (the "Landlord") has established these Rules and Regulations for the comfort, convenience and safety of all its residents and to maintain the park as a clean, pleasant well-kept community. Cooperation of all the residents of Oak Ridge Mobile Home Park (the "Park") is necessary to maintain these standards. These Rules and Regulations shall apply to all those who own or occupy a home in the Park (collectively, "Tenant"). The Landlord reserves the right to grant exceptions to these Rules and Regulations for good cause upon written request. The Landlord also reserves the right to amend the Rules and Regulations by providing thirty (30) days' notice to the Tenant, and such amendment shall be considered binding on the Tenant.

1. Only those persons named in Tenant's Lease may live in the mobile home. Any additional residents must be registered and approved by the Landlord before moving in. The Landlord reserves the right to reject any additional occupants. No mobile home may be rented or subleased to others for occupancy in the Park. Occupancy of the home is also limited by any appropriate Federal, State or Local square footage occupancy restrictions.

Boca Code requires that a home have 200 square feet of living space for each person. Bedrooms must have 50 square feet for one person, 70 square feet for two persons plus an additional 50 square feet for a third person.

2. All utilities and services not provided by the Landlord shall be the obligation of Tenant. The Tenant shall at all times promptly pay such charges when billed. Landlord, without extra charge to Tenant (other than rent), shall provide the following services and utilities:

- a. Water
- b. Maintenance of roads and common areas;
- c. Snow clearance of roads within the Park;
- d. Street lighting;
- e. Sewer/septic maintenance;
- f. Trimming of trees and disposal of dead branches;
- g. Provide designated area for disposal of leaves.

3. The Tenant shall be responsible, at Tenant's own expense, for:

- a. Insect and rodent control on the leased space
- b. Tenant's own sidewalk and driveway maintenance
- c. Clearance of snow from driveway and sidewalk on Tenant's leased space
- d. Maintenance of Tenant's own leased space
- e. Anything else not referred to as the Landlord's responsibility

4. New homes being installed in the Park must meet the following standards:
- a. **SIZE:**

Minimum Width:	14 feet
Minimum Length (excluding hitch):	52 feet
Minimum Area:	700 square feet
  - b. **APPEARANCE/MATERIALS:** The following are required:
    - (1) GFI outlet for heat tape.
    - (2) All plumbing fixtures must be free from leaks. To aid in water conservation, water saving devices and shut-off valves must be installed.
    - (3) Pre-finished aluminum or vinyl skirting (one color) installed vertically with a two-track system having vent panels and an access door of a color harmonious with the color of the home. Skirting must be factory designed for mobile homes. Loose skirting must be held in place with screws. Do not use blocks to hold skirting in place.
    - (4) BOCA code approved steps and handrails. "House-type" entrance doors.
    - (5) "House-type" windows with self-storing storm windows and screens.
    - (6) All house trim must be painted.
    - (7) All homes must be level and placed on a concrete pad.
    - (8) All homes must have an approved anchoring system consisting of frame tie-downs, the blocks and piers must meet the manufacturer's standards.
    - (9) The home must have a house style shingled roof or an aluminum roofing system with gutters & leaders to better withstand snow and rain loads. No flats roofs will be permitted.
  - c. **CONSTRUCTION AND INSTALLATION:** Construction and installation of the home, all approved additions or improvements, sheds, etc. shall meet all requirements of the United States Department of Housing and Urban Development (HUD) and all applicable building codes.
  - d. **SHEDS:** Each Tenant is required to install a shed, but only on a concrete pad. The shed can be no larger than 10 foot by 10 foot, with a maximum height of 7 feet. The shed must be constructed of aluminum or wood, or other acceptable material as per management, with a gabled roof, and must conform to applicable building codes. No new sheds can be placed on property without Landlord's permission and only one shed is permitted per lot.
  - e. **WATER CONNECTION:** 3/8 inch ball valve on water riser, 1/2 UL approved heat tape with wrapping. Garden hose hookup with vacuum break on the home. Tenant shall protect all water risers from the ground up from freezing by properly insulating the water riser and install a UL approved heat tape. The underground water line is the responsibility of the Landlord. The above ground water valve on the riser is the responsibility of the Landlord; fittings, insulation and copper tubing are the responsibility of Tenant. In the case the home is winterized, tenant must make arrangements to have water riser shut off underground, but heat tape must be left on.
  - f. **FUEL STORAGE TANKS:** All tanks shall be U.K.-rated outdoor tanks and may only be installed after all required permits are secured by the Tenant. Tanks must be on a concrete pad and contain over-fill protection and/or spill

containment. All tanks must be free from corrosion and rust. Tanks must satisfy all Federal regulations for underground storage tanks ( even if the tank is above ground and despite the fact that Federal regulations may not apply to oil tanks for on-site consumption related to corrosion protection, release detection systems, overfill protection and/or containment). Tenant shall secure insurance coverage to cover the cost of any hazardous waste spills caused from Tenant's fuel tank.

- g. CERTIFICATE OF OCCUPANCY: A Certificate of Occupancy must be obtained prior to occupancy if required by Jefferson Township.

5. The Landlord reserves the right to inspect all homes and home sites to ensure compliance with the terms of the Lease and these Rules and Regulations and as a condition of resale or park entry. The Landlord must give proper notice and insurance for any damage done or caused by this inspection.

6. Guests visiting for more than three (3) days must be registered. The Tenant is financially and morally responsible for the actions of his guests. No activity will be permitted that will disturb the peace and quiet of other tenants.

7. Automobiles shall have properly maintained muffler systems and engines shall not be unnecessarily raced or gunned at any time.

8. All persons are prohibited from playing ball in the streets, running in others yards skating or roller-blading in the streets, passing through others' yards or being a nuisance in any way to other residents. Residents shall not make noises or use musical electronic instruments, including voice, radios, televisions and amplifiers in such a manner as may tend to disturb other residents. No resident shall play any musical instrument, tape or CD player, television, radio or conduct parties between 10:00 p.m. and 9:00 a.m., if same will disturb other residents.

9. All yards, home sites and lots must be neat and maintained to the satisfaction of the Landlord. No litter or debris is permitted on the leased space. Tenant is responsible for keeping grass short and removing high weeds around trees, shrubs, walks and poles. All leaves must be raked and shall be bagged. If the lot is not properly cared for, Landlord reserves the right to enter upon the premises and cause the work to be done so that the lot meets acceptable standards, with reasonable cost thereof charged to the Tenant as ADDITIONAL RENT. Tenant must secure Landlord's approval in writing before any digging on the property due to underground utilities.

10. The Landlord reserves the right to inspect all oil and/or propane tanks. The tenant has the obligation to replace all such tanks which show any sign of wear or when it reaches the life expectancy of the tank as designated by the manufacturer. All tanks must be raised off the ground on a concrete pad or block, must have spill protection and must satisfy all Federal regulations for underground storage tanks ( even if the tank is above ground and despite the fact that Federal regulations may not apply to oil tanks for on-site consumption related to corrosion protection, release detection systems, overfill protection

and/or containment ).

All such replacement tanks shall be U.K.-rated outdoor tanks and may only be installed after all required permits are secured by the Tenant. Each Tenant shall indemnify and hold the Landlord harmless for any liability for fees, costs or damages of any nature caused to Landlord as a result of the Tenant's use, possession, repair or replacement of any tank. Tenant remains the owner of his fuel tank and shall be responsible for its hook-up and maintenance. Tenant shall be responsible for keeping the fuel tank and propane tanks free from all rust and properly painted. It is the Tenant's responsibility to clean up contaminated ground due to fuel tank leakage. Tenant shall secure insurance coverage to cover the cost of any hazardous waste spills from tenant's fuel tank.

11. Newspaper boxes shall be mounted on an appropriate receptacle and no newspapers may be left on lawns. Tenant lot numbers MUST be clearly posted in front of the mobile home.

12. Mobile home washing and lawn/garden watering is restricted to those times when water conservation measures are not in effect. Only hoses having a nozzle which shuts off automatically when not in hand may be used. Watering lawns and gardens may be done in moderation. The Landlord may suspend this privilege if excessive use is observed or if water conservation measures are needed.

13. All garbage outside of mobile homes shall be placed in cans with tight fitting covers. Tenant shall be responsible for removal of any furniture, bedding, equipment or other items of garbage which will not be taken by the trash hauler. Tenant may not throw leaves, dead shrubs or dead limbs into the service road or surrounding areas, but must bag them. The tenant must comply with any and all recycling regulations adopted by the Municipality.

14. No peddling or soliciting of a commercial enterprise is allowed in the Park.

15. Open fires are not permitted at any time. Outdoor grills are permitted, but must comply with all laws and fire regulations.

16. Tenant must comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority. Tenant's home shall be equipped with a U.K.-approved 1A10BC fire extinguisher in operable condition and readily accessible. Tenant's home must have at least one (1) approved smoke detector, but no less than the amount required by law.

17. Requests for service and complaints must be made in writing to the Landlord.

18. No more than one (1) house pet shall be kept in any home.

- a. All dogs must be leashed when taken for a walk and Tenant shall be responsible for removing all defecation of any pets. No pet can be left outside unattended or tied outside of the home. This rule includes cats.
- b. No pet may be kept that would be an annoyance to Tenant's neighbors or constitute a nuisance.
- c. No dog houses or dog runs are permitted.
- d. In addition, Tenant agrees to:
  - (1) produce proof of rabies immunization upon request by Landlord;
  - (2) register and obtain a license for the pet from the municipality, if required;
  - (3) register the pet with the Landlord;
  - (4) provide the Landlord with proof of adequate liability insurance covering property damage or personal injury liability caused by pets;

19. Feeding of wild or stray animals is prohibited.

20. No fences are permitted on or around any mobile home. The leased space is not to be divided nor shall boundary lines be formed by cinder blocks, bricks or the like.

21. Swing-sets, slides, pools, treehouses, playhouses, or other personal recreational structures are not permitted on the leased space.

22. All garage sales, moving sales or any type of business activities are prohibited, unless organized on a Park basis.

23. No more than two (2) motor vehicles shall be permitted on the mobile home space. All motor vehicles must be parked in parking locations designated by the landlord. No vehicle may be parked on the street overnight. All motor vehicles must be properly registered with the Landlord and a current license plate must be displayed. The maximum speed limit of 5 miles per hour is enforced and shall be observed, except where otherwise posted. The parking and storage of commercial vehicles over ½ ton in weight, travel trailers, boats, boat trailers, unlicensed, or inoperable or unsightly vehicles are not permitted on any leased space or on Park roads. Overhauling of any vehicle, boat, trailer or the like is not permitted. Landlord may restrict the operation of all delivery, transportation or other traffic in the Park. Motorcycles, minibikes and motor scooters are not allowed. Vehicles may not be jacked up or repaired on Park streets or driveways. No disabled or unregistered vehicles are permitted on the leased space. Cars that leak oil onto must be removed from the Park.

24. New skirting or skirting being replaced shall be of pre-finished aluminum or vinyl (one color), installed vertically with a two-track system with vent panels and an access door, of a color harmonious with the color of the home. Skirting shall not be removed from the home, except for purposes of repair or inspection of the home. Skirting must be factory designed for mobile homes. Loose skirting must be held in place with

screws. Do not use blocks to hold skirting in place.

25. Hazardous materials are prohibited on the leased premises. Any and all outdoor storage must be done in a storage shed approved by Landlord.

26. Tenants are responsible for electric lines from the meter to the home. Only one antenna shall be displayed or placed on the mobile home. And only on the rear of the home. No towers or yard mounted antenna are permitted.

27. State law requires that all homes must be secured from wind forces with "tie-downs" which comply with applicable building codes.

28. Weapons of any type, such as air rifles, guns or bows and arrows may not be used in the Park.

29. The Landlord may move the Tenant to another lot in the Park at the Landlord's expense, if he gives the Tenant thirty (30) days written notice, and only if reasonable and necessary. If the move occurs, this agreement will continue in effect as if the Tenant's new lot were the original rented property. All costs and fees related, directly or indirectly, to any such move or relocation shall be borne by the Landlord (owner or operator of the Park). In addition, the dweller of the mobile home shall have a right to reimbursement for any loss or damage caused by such move or relocation, and this right shall not be waived, and any instrument containing a waiver thereof shall be null and void.

30. If a home is substantially damaged by fire, windstorm or other cause, the Tenant shall be responsible for repairs and must complete such repairs within thirty (30) days. If the required repairs cannot be completed within thirty (30) days, and the Tenant has diligently worked toward making such repairs, the Landlord may extend the time for completing the repairs for up to two additional periods not to exceed thirty (30) days each. If damage cannot be repaired within the thirty (30) day period, as may be extended, the Landlord may require that the home be removed from the Park for repair.

31. Tenant shall comply with all rules, regulations, ordinances and laws of the Municipal, County and State governments or public authorities and all of their departments, bureaus and subdivisions applicable to and affecting the leased space and home, their use and occupancy, during the term of the Lease.

32. Tenant shall not vacate or abandon the premises at any time during the term of tenancy. If Tenant shall abandon, vacate or surrender said premises or be dispossessed by law, or otherwise, thereby leaving their property on the premises, the Landlord shall have the right either to deem the property abandoned and dispose of it accordingly, or to move and store the home or other property in a public warehouse or other place of his choosing at Tenant's expense. When any of the above takes place, the vacated lot will be considered forfeited and Landlord reserves the right to take full possession thereof and

rent same without obligation or responsibility to outgoing Tenant.

33. Tenant agrees to pay all reasonable costs, attorney fees and expenses made or incurred by Landlord while enforcing the conditions and covenants contained in the Rules and Regulations of the Park. If Landlord shall pay or be compelled to pay a sum of money as a result of the failure of Tenant to perform one or more of the terms, covenants and conditions of this Agreement, the sum paid by the Landlord, as well as interest, cost and damages shall be added to the rent next becoming due in the month following such payment, unless due sooner pursuant to the terms of this agreement. All monies due to the Landlord shall be considered ADDITION RENT, and shall be payable by the Tenant as a condition of dismissal of any tenancy action. After the service of any notice or the starting of any suit or after final judgment for possession of the leased space, the Landlord may receive and collect any rent due and the payment of the rent shall not waive or affect such notice, suit or judgment.

34. The failure of the Landlord to insist upon the strict performance of any of these rules or to exercise any option conferred in it shall not be construed as a waiver or relinquishment of this right.

35. The Tenant has read all the foregoing terms and conditions and accompanying Rules and Regulations of his/her tenancy and acknowledges that the foregoing contains each and every representation upon which he/she relies. Landlord shall not be bound by any oral representation.

36. If any part of this Agreement is declared illegal, the remainder will still be valid and the parties will abide by it.

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

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

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