**Community Rules & Regulations Applicable to Your Lease and Property**

**“Exhibit A”**

Thank you for joining our community of satisfied Residents. We are committed to providing our Residents with pleasant surroundings within a well-governed, peaceful and attractive Manufactured Home Community. The Community Rules and Regulations have been created to provide our Residents with a written statement of our Community standards and procedures. Please read the Community Rules and Regulations carefully. If you do not understand a particular rule, please ask your Community Landlord/Manager to explain it to you.

1. **CONDUCT**
2. Any person causing a disturbance or creating a nuisance will be asked to leave the Park, and may be subject to being banned from the Park. Resident is responsible for the conduct and actions of the members of their household and guests. Park Owner will not act as a mediator in any dispute between Resident, neighbors, or guests.
3. Involvement in drug or drug related activities, criminal activities, intoxication, disorderly or immoral conduct, profane language, boisterous parties, loud singing, talking, and shouting shall not be permitted at any time.
4. Radios, televisions, boom boxes, musical instruments, etc. will be kept at a low volume so as not to create a disturbance to others.
5. Flags shall be the cloth type, mounted on an appropriate pole. No flags of any kind will be displayed on the home, or in the windows.
6. Resident, their household members or guests will not trespass upon another resident’s lot, or intrude upon their right to privacy. Quiet time will be from 11:00pm to 7:00am each day. If the police are called to your home, you will be placed on probation for a 12-month period.If there is a 2nd incident within the probation period, you will be evicted, no questions asked. There is “a zero tolerance policy” for disorderly conduct of any nature or type.
7. **OWNER PROVIDED SERVICES**
8. The Park Owner will provide the Resident potable water at an adequate pressure to meet Resident’s standard, everyday needs. The Park Owner is responsible for the maintenance of water lines to Resident’s water meter. Resident is responsible for all water lines from the meter and inside the mobile home.
9. The Park Owner shall arrange to have trash and recycling receptacles provided by the City for City trash removal services. See section 6 - GARBAGE SERVICE.
10. All roads are common to the property. The Landlord will keep the park roads reasonably maintained and accessible to Residents without unreasonable interruption on a year-round basis.
11. **UTILITY CONNECTIONS**

The Resident is responsible for connecting and maintaining safe and leak proof connections to all utilities. If the Landlord deems any connections unsafe, and so notifies the Resident in writing to correct, and Resident fails to do so within the prescribed time period, then the Landlord reserves the right to correct and charge Resident for the repair. Resident is responsible for the winterization of all outdoor plumbing during the appropriate winter months.

1. **VEHICLES**

No trucks or vans over 1 ton GVW are allowed to be parked in the Park. There will be no storage of any type of unlicensed vehicle on your Lot. If any vehicle without current tags and valid inspection remains in the Park after notice has been posted for it to be removed, it will be towed at the Resident’s expense. Parking is only allowed in your driveway. NO PARKING IN THE STREET OR ON THE YARD. If you park in the grass and damage the water pipes, water box, electrical box, or sewer system the Resident will be charged for the repair. Only three vehicles per home allowed, no exceptions. Any auto repairs done in the park must be pre-approved by management. Four wheelers, go carts, dirt bikes, ATVs, and any other vehicles deemed to be a nuisance are banned from the Park. Under age and unlicensed drivers are never allowed to operate a vehicle in the Park. The Park has a strict speed limit of no more than (10) ten miles per hour and will be strictly enforced.

1. **GUESTS AND CHILDREN**

The Resident is responsible for the behavior of any invitee onto their Lot and into their home. ALL children or invitee’s children shall be strictly supervised by the Resident. Bikes and toys of any kind are to be placed under or around the porch when not in use and in the evening. Firearms, BB guns, air rifles or pistol, or any type of gun or toy, which shoots any form of projectile, may not be discharged on the Property.

1. **GARBAGE SERVICE**

Trash and recycling receptacles are for household trash only, and shall not be used for the placement of household furniture, appliances, mattresses or other such items. Residents are responsible for the removal and the disposal of all items other than household waste. Resident will be allowed 24 hours of scheduled pickup time to place large trash items outside. If said items are left outside for longer than the allowed time-frame the resident will be fined a $25fee per day of violation. Put all household trash in a tied plastic bag. Do not leave your trash beside the receptacles. Violation of this rule is considered a health hazard, and any infraction will be dealt with by notice and a fine.

1. **SATELLITE DISKS**

A satellite disk may be located on your Lot or home, but only at the rear of the Lot and not mounted on the front of the home or posted in the front or side yards.

1. **PETS**

No outdoor pets are allowed. Inform visitors not to bring pets to the Lot. No more than two (2) indoor dogs and/or cats of no more than 75 lbs. is allowed. Current rabies registration and tag must be worn by the pet. Pets which are approved shall be considered on a ninety (90) days probation period, and removal is imminent if the pet owner ignores their responsibility. Noisy, unruly, or dangerous pets, and those deemed to be aggressive or to have aggressive behavior, under the guidelines of valid and existing local ordinances or the American Society for the Prevention of Cruelty to Animals (“ASPAC”), as well as exotic pets such as snakes or wild animals, will also not be permitted in the Community. The manager's decision to exclude a pet based on the foregoing guidelines in this regard is final. Pets running at large may be picked up by the Animal Control Department. You may not leash or stake out an animal on the outside of the home. When walking your pet, it must be secured on a leash. You must pick up and dispose of your animal’s waste. If you violate this rule, you will be warned only once in writing. A second infraction of the pet policy will result in the loss of Resident’s pet privileges. You are not to harbor or feed stray animals. Resident has full responsibility and liability of their pets and shall indemnify and hold Park Residents are responsible for any personal injuries to others and/or damages to real or personal property caused by the Resident’s pet. Owner and its representatives and agents harmless against any liability to third parties which may result in Resident’s keeping of such pets. Resident shall remove any pet previously permitted within 48 hours of written notification from the Landlord that the pet, in the Landlord’s sole judgment, creates a nuisance or disturbance or is, in the Park Owner’s opinion, undesirable.

1. **GROUNDS FOR EVICTION**

Landlord will evict a Resident for any of the following reasons:

1. If Resident is in default. (See section *Events of Default* in Rental Agreement)
2. Failure to comply with local, state, and federal laws and any that particularly pertain to mobile homes.
3. Engaging in repeated conduct that interferes with the quiet enjoyment of the Community by other Residents.
4. Not complying with a provision of the Rental Agreement or these Rules, and failure to remedy any violation within the specified time stated in the notice.
5. A willful non-compliance with any law affecting the health, safety, or welfare of other residents or the physical condition of the Community.
6. Making a false or misleading statement on the Rental Application.
7. Eminent domainaction.
8. Use of profanity or threatening language or actions towards any other resident of the Park, Landlord, or agents of Park Owner.
9. **PURCHASE OF HOME & RESTRICTED SUBLETTING**

Subject to the First Right of Refusal contained in your Lease, the current Resident or owner of the home may not assign the Lot Lease or transfer ownership to another individual without the prior consent of the Landlord. A sale of a mobile home in the Park is “strictly forbidden” without the written approval of Park Owner. If the owner of a home wants to sell their home, they must first notify Park Owner of their intent. Any person wanting to buy a Resident’s home, must submit an application, be approved, and sign a new Rental Agreement in order to live in the Community. Subletting a mobile home to another individual is prohibited, and will cause immediate eviction.

1. **HOME MAINTENANCE AND RESPONSIBILITIES OF THE RESIDENT**

The exterior of the home shall be at all times neat and clean, free of mildew, flaking paint and there shall be no broken or busted windows, doors or storm doors. All windows & doors shall be stock items. In addition to the above, home maintenance and standards are as follows:

1. All homes must be underpinned. Cement blocks are not permitted.
2. Home tow tongue must be completely covered with materials approved by management.
3. No exterior TV, CB, or ham radio antennae are permitted.
4. There are to be no swimming pools on the property.
5. All homes must have uniform neutral blinds at each window. Sheets, towels, wood, or cardboard are not allowed in windows.
6. Roofs shall be regularly cool sealed or coated, not showing rust stains.
7. Residents may, after supplying Landlord with the details and obtaining written approval, plant trees and shrubs for their Lot. Landlord reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a Lot.
8. Residents are responsible for the maintenance of their gravel for driveways.
9. No fire pits, chimaeras, or any open flames in any device.
10. No video surveillance cameras.
11. No trampolines.
12. Residents are responsible for all contractors hired by the Resident. Any damages or repairs as a result of any work done either by the Resident or their hired Contractor will be charged to the Resident.
13. Resident’s home is connected to a public utility sewer system. Resident must report any problems with their sewer system to the Landlord immediately. If the Resident fails to report any sewer problems and it results in a sewer failure, the repair cost will be billed directly to the Resident.
14. Resident shall maintain his/her unit reasonable free from rats, mice, insects, vermin, and other pests.
15. The Resident shall be responsible for all expenses of maintaining all utilities from their meters.
16. All homes must have uniform mailboxes for each pad or site. Residents shall be responsible for the purchase of the mailbox. Further, each Resident may install the mailbox on his/her own, or pay $20 to Management to install the mailbox. The Resident shall be responsible for all expenses, if any, to maintain the mailbox once installed. Each Resident shall receive a separate letter setting forth further details and the cost to purchase the mailbox, along with installation instructions should you decide to install the mailbox on your own.
17. **LOT MAINTENANCE**

Resident will maintain their Lot in an attractive and safe manner at all times. Unless otherwise provided by the Park at a cost to each lot or Property, each Resident must cut grass, trim around home, trim bushes and trees and pick up any trash on the Lot. Residents are responsible for any snow removal or mitigation on steps, lot pad, and around the mobile home. If Park Owner deems a Lot is not being properly cared for, they will provide Resident with notice of what needs to be addressed, and if such matter is not resolved within the specified time period stated in the notice, Landlord will take action to resolve the matter and charge the Resident a fee of $50, plus the actual cost to take care of the matter.

1. **LOT USAGE**

The lot should be primarily used for the placement of your manufactured home for private residential purposes. No business, trade or professional service shall be operated from any home without prior Landlord’s written approval. The Lot use must be in compliance with all appropriate ordinances, Community Rules and Regulations and the regulations of any appropriate government authority. No appliances or interior furniture are permitted outside of home. Barbeque equipment must be stored behind home when not in use. Storage units and their location on the lot must be pre-approved by Landlord.

1. **STORAGE SHED**

All Residents are required to obtain written approval from Landlord before installing a shed. Design, color, material and location must be approved before installing or altering a current structure. No plastic sheds allowed. Additionally, the shed must be in accordance with local, county, or state building codes. Permitted shed sizes are 10' long x 8' wide and 8' in height; or 12' long x 10' wide and 8' in height. Shed pads are to be four inch (4") thick concrete. Sheds are to be kept in good repair at all times and are to be anchored in case high winds. When not in use, all toys, bicycles, lawn care equipment, lawn chairs, garden tools, ladders, etc. must be stored in the shed.

1. **REPAIRS BY LANDLORD**

It is expressly understood, and agreed that whenever repairs, if applicable, to be made by the Landlord are delayed because of factors beyond the control of the Landlord, the obligations of the Resident hereunder shall not be affected whatsoever thereby, nor shall any claim accrue to the Resident against the Landlord or its assignees by reason thereof. It is expressly understood and agreed that there shall be no abatement of rent under any circumstances whenever repairs to be made by the Landlord shall be delayed because of factors beyond its control.

1. **MANUFACTURED HOME INSTALLATION STANDARDS**

All manufactured homes brought into the community are to be installed in accordance with Manufacturers written instructions and other applicable statues, ordinances, Rules or Regulations, where required by local agencies. Building permits shall be secured and performed by a licensed contractor. In addition to the above, the community installation requirements and standards are as follows:

1. Each home site shall be numbered and clearly marked for positive identification by a Department of HUD decal or certificate. Each number shall be easily readable from the street servicing the site.
2. Approved vinyl skirting is required and must completely enclose the space beneath the home. Skirting is to be properly ventilated and access panels of sufficient size in the utility hookup areas, are to be in place. Materials and color are to match or attractively accent the exterior of your home. Residents shall skirt their home within thirty (30) days of its placement on the site. Any damaged skirting, including skirting with holes from trimming, must be repaired or replaced in a uniform way. The area under the home is to be kept clean and no combustible material, debris or any other storage is to be present.
3. All homes must have siding approved by Landlord.
4. Steps leading to the entry doors are to be treated wood. Proper handrail(s) must be attached. Steps are to be maintained in a safe and attractive manner. Off-side entry doors are not to be used as a primary entrance. All steps must be placed on a four (4) inch deep concrete slab or incorporated in an allowed deck.
5. All porches and decks must be constructed of treated wood. Proper handrails must be installed on all exposed sides. Awnings and additions are to be of approved materials. All are to be maintained in good condition.
6. All utility hookups shall be made in compliance with the manufacturer's written instructions and any applicable local codes.
7. Axles are not to be removed from the home, and should be stored beneath home and concealed by skirting.
8. All paint colors must be approved by Landlord before homes are painted. Neutral and light colors should generally be used. Aluminum and black tar paint are not permitted on flat roof homes. White-coat finishes should be used. If a home is painted without Landlord's approval, Landlord reserves the right to have Resident re-paint home using approved color.
9. Telephone and T.V. cable lines are to be buried under ground during installation by the appropriate company. Residents are responsible for confirming that this is done.
10. Resident shall be solely responsible for any damage to Community property or that of other residents resulting from the installation of the manufactured home.
11. **ONSITE RESALE OF HOME**

Subject to the First Right of Refusal contained in your Lease, the right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the manufactured home. To ensure that the potential purchaser(s) of Resident’s home will be permitted to keep and occupy the home on the leased Lot, the following criteria must be met:

1. The buyer must apply for, and be approved for residency PRIOR to the closing on the sale of the home. If the purchaser of a home occupies the home without first having obtained Landlord approval for residency, the purchaser will be deemed to be a trespasser, and may be evicted from the Community. The Resident will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home.
2. Any improvements, alterations, or add-ons to the manufactured home and/or home site which are to remain on the home or home site following the onsite sale of the home, with the exception of concrete pads, must be sold and ownership transferred to the purchaser upon the sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected by the licensed installer to ensure that they have been properly installed, activated, and maintained.
3. **CURFEW**

Anyone under 16 years of age must be off the streets and indoors per the local curfew ordinance.

1. **PERSONAL AND FIRE SAFETY**

All Residents are advised to exercise proper care, and safety to insure against accidents occurring in and around the home, the home site and surrounding community. Please note that you are responsible for the actions of your children and guests, as provided by law.

1. All home sites are to be kept free from fire hazards. For safety purposes, do not store combustible materials, gas-powered lawn mowers, gas containers, etc., under your home or deck.
2. It is the responsibility of the Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the Community.
3. **NOTICE OF RULE VIOLATION**

Residents who violate these Community Rules or Regulation will be contacted by the Landlord, either by a personal visit, telephone call, or the issuance of a written rule reminder. It will be by Notice of Rule Violation or a Notice to Quit/Termination of tenancy. If a Notice of Rules Violation is issued, it is expected that the violation will be corrected by the date stated on the Notice. Failure or refusal to correct a violation or chronic, repeated violations of the Community Rules and Regulations may lead to eviction proceedings.

1. **AMENDMENTS**. These Rules and Regulations may be amended, restated and/or modified periodically. Any amendment, restatement and/or modification ts to the Rules and Regulations shall take effect 30 days after notice of the amendment, restatement or modification, unless otherwise stated in writing.

**THE OBLIGATION OF GOOD FAITH** is imposed on both parties to these Community Rules and Regulations in both the performance and enforcement of the conditions contained herein. Any correspondence regarding Landlord’s execution of these Community Rules and Regulations may be directed to:

Mountain View Park

2764 Pleasant Road suite PMB 10722, Fort Mill, SC 29708

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

**RESIDENTS ACKNOWLEDGE THAT THEY HAVE RECEIVED AND UNDERSTAND THE COMMUNITY RULES AND REGULATIONS.**

Reviewed & Accepted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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