

# MOBILE HOME RULES & REGULATIONS

## VERSION 16

### 1. INTRODUCTION.

Our Rules and Regulations have been developed as a basis for good relations within McCaig Properties. The spirit behind these guidelines is in the Golden Rule: "Do unto others as you would have others do unto you." We trust we will have your complete cooperation not only to keep Park standards high and to maintain a happy and friendly atmosphere, but also to assure each Tenant a maximum of convenience and comfort. The following Rules and Regulations are a part of your agreement with the Park for the Lot you have rented. Please read the Rules and Regulations carefully and keep them on hand as they constitute a binding agreement between you and the Park Management. Park Management will interpret and enforce these Rules and Regulations in a reasonable manner.

### 2. DEFINITIONS.

The definitions set forth below shall apply unless the context indicates that a different meaning is intended:

- A. "Guests" includes all of Tenant's agents, employees, persons sharing the Premises invitees, permittees or licensees or other persons in the Park or on the Premises at the invitation, request or tolerance of Tenant.
- B. "Owner" includes, but it is not limited to, the owners of the Park (including the owner's partners, directors, representatives, officers, employees, and agents) and the management of the Park (herein referred to as the "Park Management").
- C. "Park" means McCaig Properties including DBA names of parks.
- D. "Park Facilities" means the services and facilities of the Park.
- E. "Park Management's approval" or "approval of Park Management," "Park Management's consent" or "consent of Park Management" or other similar terms as used in these Rules and Regulations or in other documents referred to in these Rules and Regulations, means that the Park Management's prior written approval must have been obtained by Tenant before Tenant commences any such action requiring Park Management's approval. If Park Management's prior written approval is required, Tenant shall submit a written request to Park Management which describes the action Tenant proposes to take and requests Park Management to give prior written approval.
- F. "Manufactured Home" Any properly licensed dwelling unit of at least 320 square feet in size with permanent chassis to assure the initial and continued transportability of the home.
- G. "Tenant" is the person who has completed application to have a Manufactured Home in the Park and who lawfully occupies a Manufactured Home located in the Park.
- H. "Manufactured Home Lot" or "Premises" means the real property (which is a Manufactured Home lot) rented to Tenant by Owner.

### 3. **THE MANUFACTURED HOME.**

- A. All Manufactured Homes must meet our specifications before the Lot will be rented to the Tenant.
- B. You are responsible for the appearance of your home, which shall be kept neat and clean and in a state of good repair. Damage to your home or improvements must be repaired and restored to original condition within forty-five (45) days from the date the same occurs.
- C. Manufactured Homes shall be attractively maintained by the Tenant and comply with applicable laws, ordinances and regulations of the state, county, city and park as amended.
- D. A Manufactured Home must be approved prior to being installed, be at least 12 feet wide and will be sited in by vending dealer or a Park Management approved company.
- E. You are renting the area in which your Manufactured Home is directly sited and ten (10) foot beyond the perimeter thereof. The remainder of the lot/open area between lots is public open space owned by McCaig Properties. All improvements made to the open area between lots (trees, approved patios, landscaping are examples) are the property of McCaig Properties.
- F. Porch's, Steps, Decks and any other addition, **MUST** be approved by Park Management.
- G. Any and all construction whatsoever done or caused to be done by the Tenant to the exterior of the Manufactured Home, Manufactured Home lot or the open space between lots must first submit a site plan for approval by McCaig Properties.
- H. Skirting must be installed within 30 (thirty) days of entry into Park. You may choose from a variety of skirting that will be permissible from the Park Standards book. **If skirting is not properly installed within 30 days, Park Management reserves the right to install skirting and add cost to your monthly Rental Fee.**
- I. **Per the City of Lincoln 604.02B** ordinance, no manufactured home may be moved into the City of Lincoln that is more than **8 years old**.
- J. Tie-downs and blocking must comply with state, county, city or any other governmental ordinance as enforced by law.
- K. Uniform house numbers shall be installed by Tenant in a prescribed location so as to be visible from the street.
- L. Mobile home registration stickers must be prominently displayed in a window facing the street.
- M. **Per the City of Lincoln 604.02D** each Trailer must bear a HUD seal of approval.
- N. **Per the City of Lincoln 604.02I** all towing devices, wheels, axles, and hitches must be removed.
- O. Foundations shall be installed in accordance of the manufacturer's set up requirements.

4. **RENTAL FEES.**

Tenants are responsible for payment of all Lot rental fees, boat slip rental fees, storage fees, and additional fees by the first of each month. If the balance owing for all Rental Fees is not received by the tenth, an additional fee of \$50.00 will be charged. No Lot rental fees will be allowed thirty (30 days) in arrears. Habitual late payment will result in non-renewal of Lot Rental. Tenants covenant and agree that no Manufactured Home shall be removed from the Park until all Rental Fees and arrears on Rental Fees due and payable have been paid in full and all such funds have been cleared. Tenant is responsible for all cost related to collection of monies due. This includes but is not limited to Administration cost, Legal Fees and other related cost.

ALL UNPAID DEBTS ARE REPORTED TO CREDIT AGENCIES AND ANY ELIGIBLE INCOME WILL BE GARNISHED UNTIL DEBT IS SATISFIED TO THE FULL EXTENT ALLOWED BY LAW!

5. **USE OF FACILITIES.**

Tenants have the right to use the Premises and Park facilities in compliance with these Rules and Regulations and the other provisions of the Park's residency documents. Tenant agrees that the enforcement of the Rules and Regulations and conditions of tenancy are a private matter between Park Management and each person individually. Tenant agrees that he or she is not a third party beneficiary of any other agreement between Owner/Park Management and any other person in this Park.

6. **PARK PERSONNEL.**

- A. Owner shall be represented by Park Management, who can enforce the Rules and Regulations on behalf of the Park's Owner.
- B. Neither Owner nor Park Management will provide security officers, security guards, or security personnel with respect to the Park and are not responsible for any criminal acts which occur in the Park, and, to the extent permitted by law, Tenant waives all claims against Owner and/or Park Management related thereto.

7. **COMMUNITY STATUS.**

- A. McCaig Property is an all-age community with no minimum age requirements for Tenants and their Guests.

8. **GUESTS.**

- A. No Guest may stay more than five (5) days without prior written permission from Park Management.
- B. Tenant agrees to acquaint all Guests with the conditions of tenancy in the Park, including, but not limited to, the Park's Rules and Regulations. Tenant is personally responsible for the actions and conduct of Tenant's Guests.

- C. If Tenant will not be present, then no Guest(s) may occupy or otherwise use Tenant's Manufactured Home or Lot without Park Management's consent.

9. **ACCESSORY EQUIPMENT STANDARDS.**

A. Accessory Equipment and Structures. The installation by Tenant of any accessory equipment and structures on the Premises is prohibited without prior Park Management approval and permits from Park Management.

- (1) Building permits, licenses and other similar permission from McCaig Properties and the appropriate government bodies or agencies must be obtained, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all laws and ordinances.
- (2) Before beginning a new installation of (or a change in) accessory equipment and structures or a change in any appliance which is to be connected to the Park's utilities (including, but not limited to, the electric or water supply), Tenant shall submit for Park Management's approval a written plan describing in detail the accessory equipment and structures which Tenant proposes to install or change. A park permit is required in addition to permits required by the city of Lincoln, Shoreline management or FEMA and must be obtained before applying for such permits.
- (3) Any accessory equipment, structure or appliance not in compliance with the Park's residency documents shall be removed from the Premises by Tenant within ten (10) days of receipt of written notice.
- (4) Upon termination of Tenant's tenancy, all improvements such as porches, dock, piers, walkways, and landscaping will remain property of the park.

B. Standards for Accessory Equipment and Structures. Conditions for specific equipment and structures are as follows:

- (1) Cabanas. The installation of any on the Premises is strictly prohibited.
- (2) Air Conditioners. Any air conditioner or evaporative cooler installed must be in good operating condition and must not make excessive noise that will be disturbing to any other tenant.
- (3) Decks. A deck or porch may be installed with prior written approval of Park Management and must be constructed under permit and meet the appropriate governmental and Park building codes. Porches must be of an approved material as determined by Park Management. Any deck or porch shall be a minimum and maximum size as determined by Park Management. Steps must have approved handrails, as required by law. The deck or porch may be covered but not enclosed. See Section (1).
- (4) Exterior Storage Buildings. If a storage shed is needed, the Park may provide you with one on your lot for a monthly fee. It will be placed on your lot in accordance with the **City of Lincoln ordinance 604.04B**: Only one accessory storage building is allowed on a lot. The storage building shall be located in the rear of the lot and shall not encroach on any required buffer

yard or setback established elsewhere in this section. The maximum size of the storage building shall not exceed 120 square feet.

- (5) Fences. The only fences permitted are wooden privacy fences that may be purchased and installed by Park Management in order to maintain quality and continuity.
- (6) Antennas. No exterior antennas, including, but not limited to, TV, ham and CB antennas, may exceed the height of Tenant's Manufactured Home by more than twelve feet (12'). A satellite dish must be approved by Park Management and mounted on the Manufactured Home.
- (7) Porches or Structures/Awnings/Room Enclosures/Patios/Central Air Conditioners/Walkways/Carports. All porches and structures must have a permit and shall meet Park Specifications by Park Management. They must have management approval and conform to city, county and state codes. All anchors must be removed upon vacating the Premises.
- (8) Clotheslines. Clotheslines are not permitted on the Premises. Clothes, towels or linens will not be allowed to be hanging outside.
- (9) **Per the City of Lincoln 604.04B** boats, trailers, or vehicle exceeding 30 feet may not be parked on the Lot. Boat storage is provided for an additional fee per month. **The Park does not allow boats, jet skis, trailer's to be parked on the Lot.** Storage spaces will be available.

#### 10. **GENERAL CONDITION OF PREMISES.**

- A. Premises. Each Tenant is responsible for the maintenance and appearance of Tenant's Premises and Manufactured Home. The Premises shall be kept free of weeds, litter and debris at all times.
  - (1) Storage of anything beneath, behind or on the outside of the Manufactured Home is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, tools, mops, ladders, paint cans or any item which is unsightly in appearance.
  - (2) Only outdoor patio furniture and barbecues approved for use by Park Management (such approval shall not be unreasonably withheld) may be used outside the Manufactured Home.
  - (3) No appliances, including, but not limited to, water heaters, freezers, refrigerators, washing machines, clothes dryers, may be installed or placed outside of the Manufactured Home at any time.
  - (4) The exterior paint on the Tenant's Manufactured Home, accessory structures and Equipment shall be properly maintained. Proper maintenance shall include, but not be limited to, the repainting of the exterior whenever the paint begins to fade, peel, flake, chip or deteriorate in any other manner. Written approval must be obtained from Park Management prior to any painting. Any change in color requires advance approval of Park Management. Spray painting is not permitted in the Park.
  - (5) Anything which creates a threat to health and safety shall not be permitted on the Premises.

No flammable, combustible, or explosive fluid, material, chemical or substances (except those customarily used for normal household purposes which shall be properly stored within the Manufactured Home and/or storage building) may be stored on the Premises and then only in quantities reasonably necessary for normal household purposes.

- (6) If any portion of the exterior of the Manufactured Home or its accessory equipment, structures, or appliances, or the Premises are damaged, the damage must be repaired or replaced within thirty (30) days.
- (7) Sewer System. Grease, coffee grounds, facial tissue, disposable diapers, and sanitary napkins or other inappropriate items shall not be placed in the sewer system. The cost of repairing clogs or damages caused by such improper conduct shall be the responsibility of the Tenant and may be treated as an additional charge.
- (8) Garbage and Trash Disposal. Garbage must be placed in plastic trash bags and kept inside the Manufactured Home until deposited in the designated disposal bins. Sanitary and health laws must be obeyed at all times. Combustible, noxious, or hazardous materials should be removed from the Park and not placed in bins. Lids on the disposal bins are to be kept closed. At no time must bins be loaded with landscaping and pruning matter or other material. Household garbage only is allowed to be placed in bins. Materials must not be left outside of the bins. Bringing trash from outside the Park to dump in the Park's disposal bins is not permitted. Construction debris and large items such as mattresses and appliances are not to be disposed of in the bins. Any Tenant or their guest caught dumping anything other than household garbage will be charged a **\$500.00 fine**. Tenants caught burning household garbage will be fined **\$100.00 per occurrence**.
- (9) To avoid damage to underground utilities, Tenant must have Park Management's consent before digging or driving rods or stakes into the ground. Tenant shall bear the cost of repairs to any utilities or Park property damaged by Tenant. The existing drainage pattern and grading of the Premises may not be changed without Park Management's consent.

B. Landscaping. Tenant may not plant any tree or shrub in the ground without the express written approval of Park Management.

- (1) Any landscaping which has been installed by Tenant without Park Management approval and/or in violation of these Rules and Regulations must be removed by Tenant within ten (10) days of written notice.
- (2) Any irrigation system must have prior written approval of Park Management.
- (3) Tenant is responsible for insuring that water does not puddle or stand and drains away from the Tenant's Manufactured Home into the street, but not onto other Lots or common areas. Tenant may be required to correct improper drainage at Tenant's expense, including, but not limited to, leveling or otherwise adjusting, repairing and/or replacing any improvements.
- (4) All landscaping installed by Tenant, including, but not limited to, shrubs, vines, bushes and lawns, shall be well maintained by Tenant. Such maintenance shall include, but not

be limited to the trimming of all shrubs, vines and bushes in a manner that maintains an attractive shape and prevents such plants from blocking a neighbor's view or from being excessively high or brushing against a neighbor's Manufactured Home.

- (5) Tenant will not trim trees or shrubs on Park property other than on his or her Premises without Park Management's written consent.
- (6) When vacationing or absent for any other reason, it is the responsibility of the Tenant to arrange for someone to water and to maintain the Premises. Landscape maintenance may be hired out at the Main Office.
- (7) Tenant must be careful when using water to maintain Tenant's landscaping. To prevent the waste of water, nuisance to other Tenants, or damage to the roadway, water must be conserved and not permitted to overflow into the Park's streets or onto the yards of neighboring Tenants.
- (8) Any Tenant that has a lawn or landscaping not maintained to Park standards will receive a violation to remedy the violation. These violation must be remedied within 5 days or the Park will maintain the lawn or landscaping and the cost of said maintenance will be added to the next month's rent.

#### 10. **ENTRY UPON PREMISES OF TENANT.**

Park Management shall have a right of entry upon the Manufactured Home Lot or Premises for maintenance of utilities, for maintenance of the Premises where the Tenant fails to maintain the Premises in accordance with the Rules and Regulations, and for the protection of the Park, at any reasonable time, but Park Management may not do so in a manner or at a time which would interfere with Tenant's quiet enjoyment. Park Management may enter a Manufactured Home without the prior written consent of Tenant in the case of an emergency or when Tenant has abandoned the Manufactured Home for more than 30 days. (See Abandonment Clause #30)

#### 11. **RECREATIONAL FACILITIES.**

- A. Recreational facilities are provided for the exclusive use of Tenant's and their accompanied guests.
- B. Hours for the recreational facilities and additional rules and regulations governing the use of the recreational facilities are posted in and about the facilities and are incorporated into these Rules and Regulations by reference.
- C. No drinking of alcoholic beverages is allowed in or around the recreation area or building, except at special functions approved in advance by Park Management. If alcoholic beverages are to be consumed, a liability insurance binder may be required. No glassware or soft drink bottles may be taken into the recreation areas.
- D. No gambling will be permitted at any time. However, bingo is allowed if organized by the Park Tenants' Committee, written approval is given by Park Management, and if bingo games are conducted in compliance with applicable law.

- E. No Tenant may have more than two (2) guests at any time in the recreational facilities, unless permission is granted by Park Management.
- F. Screaming, running, horseplay and loud noises are not allowed in the recreational areas.
- G. Recreational facilities rules may be changed or revised upon thirty (30) days' notice to Tenant.
- H. All entertainment devices are not permitted in the recreational facilities of the Park, unless used with earphones.
- I. Park Management shall not be responsible for loss, theft, or damage of personal property left unattended at the Park Facilities.
- J. Tenants wishing to reserve the Park Facilities for private parties, meetings or other functions must apply by making arrangements with Park Management two (2) weeks in advance, if possible. Should the date not conflict with any other applications, social events or planned use of the facilities and upon approval by the Park Management, the request will be granted. During such a scheduled event or party, the Park facilities will not be open to other Tenants and their guests

Tenant will be required to pay for any damage that may occur. The Park is not responsible for any accidents. Those scheduling the function will be responsible for normal cleanup immediately after the event or party. All such functions must be carried on in full compliance with these Rules and Regulations and the other residency documents of the Park. Tenant will, therefore, be required to provide Park Management with information relating to the function so that Park Management may evaluate the function.

## 12. **VEHICLES AND PARKING.**

- A. Not more than two (2) vehicles may be parked on Premises, and all of Tenant vehicles in excess of two (2) must be parked outside of the Park or in park storage areas..
- B. Parking is permitted only in designated areas.
- C. Each vehicle belonging to Tenant must be registered with Park Management.
- D. No parking is permitted on the streets of the Park. Unless otherwise posted or permitted by these Rules and Regulations, no parking, including the parking of Recreational Vehicles, is permitted on the streets of the Park, except for the purpose of loading and unloading and only during the hours from 7:00 a.m. to 9:00 p.m. Vehicles belonging to repairman, delivery persons, health care personnel or Park employees may be parked for short periods of time on the street immediately adjoining the Premises where repairs are being performed or where services are being provided.
- E. Vehicles parked on Tenant Premises may only be parked on the driveway and not on any



other area of the Premises. Parking is not permitted on vacant Premises or landscaped areas.

- F. Guests may only park in designated guest parking spaces, on the host Tenant Premises, or on the street outside of the Park. Tenant may not park in the guest parking area. Due to the limited parking facilities, traffic congestion and noise, Park Management reserves the right to restrict the number of Guests bringing automobiles or other vehicles into the Park. Park Management also reserves the right to require guests to reposition or remove their car from the Park.
- G. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Park may be towed from the Park at the expense of the vehicle's owner without further notice.
- H. Sleeping in vehicles is prohibited.
- I. No automobile may be "stored" on the Premises. "Storage" shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks. However, Tenants may leave their vehicle in their parking space when on vacation, so long as the Resident informs Park Management of the dates of the vacation.
- J. No boats, jet skis or trailers may be stored on the Premises. Storage for these may be rented at the Main Office.
- K. Parking of more than the number of vehicles agreed to in the occupancy agreement/lease is strictly prohibited at any time. All vehicles within the Park must have current vehicle license plates and current vehicle registration stickers affixed and clearly legible at all times.
- L. Only safely operable vehicles in daily use that have been identified to management will normally be permitted to park on the Resident's Lot.
- M. Any vehicle parked in any fire lane, blocking trash dumpsters, or driveways, or any exit or entranceway is subject to towing at vehicle owner's expense without further notice.
- N. Owner is not obligated to provide space for all vehicles belonging to Tenant and/or their guests.
- O. No vehicle may be kept on jacks, blocks, axel stands or otherwise elevated except for simple and expedient changing of flat tires so as to allow vehicle to be safely operated. Any violation will result in immediate towing of the offending vehicle from the Park at vehicle owner's expense.
- P. Park and Park Management are not responsible for theft, vandalism, or damage to the vehicles of Tenant or their guests.
- Q. Tenant and guests are further responsible for obeying all posted regulations and restrictions, which are incorporated herein by reference.

- R. Any Tenant or guest damaging the grass or landscaping with their vehicle will be charged for the cost of repairs. Tenant will not drive across or park on the grass or landscaped areas at any time. Damage to lawns or landscape due to driving across will be repaired and cost added to Tenant rent.

13. **MOTOR VEHICLES AND BICYCLES.**

- A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Park. Any car dripping oil or gasoline must be repaired immediately. Damage will be paid by the Tenant.
- B. No maintenance, repair or other work of any kind on any vehicle, boat or Recreational Vehicle may be done on the Premises without Park Management's consent. This includes, but is not limited to, the changing of oil.
- C. Washing of vehicles, other than light sponge and pail cleaning, is prohibited within the Park. Tenant and their guests are encouraged to use off-site vehicle-washing facilities to both conserve Park water and to avoid annoyance and potential damage or inconvenience to neighboring Tenant, Residents, and Guests from spraying and/or flowing water.
- D. For the safety of all persons within the Park, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed. The speed limit in the Park is 10 miles per hour (MPH). Continued failure to cooperate with rules and regulations related to motor vehicles, their safe operation and parking within the Park may result in the loss of their parking space and/or be considered cause for eviction.
- E. Pedestrians, electric carts and bicycles shall be given the right-of-way.
- F. No vehicle may be operated in the Park by any person who is not properly licensed. All vehicles operated within the Park must be registered and licensed for street usage.
- G. Excessively noisy vehicles are not permitted in the Park.
- H. Motorcycles, motor scooters, mini-bikes, or other two and three wheel motorized vehicles entering or leaving the Park must be driven by the most direct route between the Park's entrance and Tenant Premises and may not otherwise be driven on any other street in the Park. All such vehicles shall be equipped with mufflers or other necessary noise suppressing devices. All such vehicles shall be licensed street legal and driven by a licensed driver only.
- I. Dune buggies, dirt bikes, off-road vehicles and all-terrain vehicles may not be operated in the Park.
- J. Bicycles may only be driven on the roadways and not on sidewalks, grass, vacant Premises or any other paved area. Bicycles must obey the same traffic regulations as cars.

- K. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.
- L. Skateboard riding and roller skating are not permitted in the Park.
- M. Vehicles are not permitted in the Park unless they are regularly maintained in normal operating condition and are neat and clean in appearance. This includes, but is not limited to, vehicles whose exterior appearance has deteriorated to a point where they are unsightly and detract from the appearance of the Park, or vehicles which contain unsightly loads that are visible to other persons.
- N. Vehicles operated in the Park must be properly licensed with current vehicle license plates and registration stickers affixed and legible.
- O. Failure to observe these Rules will result in the offending vehicle being removed from the premises at vehicle owner's expense.

14. **CONDUCT.**

- A. Actions by any person of any nature which may be dangerous or may create a health and safety problem or disturb others are not permitted. This includes, but is not limited to, any unusual, disturbing or excessive noise, intoxication, quarreling, threatening, fighting, immoral or illegal conduct, profanity, or rude, boisterous, objectionable or abusive language or conduct. The use or display of any weapon, including, but not limited to, a bow and arrow, BB guns, knives, swords, batons, fireworks, explosives, mace, pepper spray, electric "tasers" and guns is expressly forbidden. Persons under the influence of alcohol or any other substance shall not be permitted in any common area or other area of the Park which is generally open to Tenants and their guests.
- B. Radios, televisions, record players, musical instruments and other devices must be used so as not to disturb others. "Ham" or "CB" radios or other radio transmitters may not be operated in the Park.
- C. Tenants and their Guests shall not encroach or trespass on any other person's Premises or upon any area which is not open for general use by Tenants and their Guests. All Park property which is not for the use of Tenants and their Guests, including, but not limited to, electric, water and sewer connections and other equipment connected with utility services and tools and equipment of Park Management, shall not be used, tampered with or interfered with in any way by Tenant.
- D. Tenants and their Guests must be quiet and orderly and shall not be allowed to do anything which might be cause for complaint. Tenants must acquaint all Guests and all occupants of the Manufactured Home with the Park's Rules and Regulations.
- E. The use of baseballs, footballs, or other flying objects within the Park must be used in designated areas. The Park's streets shall not be used for the playing of games and sports.

- F. Brush fires are permitted in designated areas only. Absolutely no burning of household trash will be permitted.
- G. The violation of any law or ordinance of the city, county, state or federal government will not be tolerated. No acts or demeanor shall be permitted which would place the Park Management in violation of any law or ordinance.
- H. Tenant is responsible for the actions and conduct of all other occupants, guests, or Tenants of Tenant's Manufactured Home and for the actions and conduct of Tenant's Guests and invitees. Such responsibility shall include, but not be limited to, financial responsibility for any breakage, destruction, or vandalism of the Park's recreational facilities and common areas.
- I. The Premises and Tenant's Manufactured Home shall be used only for private residential purposes, and no business or commercial activity of any nature shall be conducted thereon.
- J. Park-owned chairs and other equipment are not to be removed from their original location.
- K. Tenant is responsible for the actions and conduct of all other occupants of Tenant's Manufactured Home and for the actions and conduct of Tenant's Guests and invitees. Children are also subject to the Park's Guest Policy. Children's behavior must be reasonable and non-destructive. Children are not allowed to enter upon or play on any other Tenant or Tenant's Lot without the express permission of that other Tenant. Children may not enter or play upon vacant sites at any time. Children on the premises must be supervised by a responsible adult at all times.
- L. The Tenants are responsible for the action and safety of their children, their visitor's children and their minor family members. Children must be on the same lot as their parents unless accompanied by direct parent supervision after dark. If there are children present in the Manufactured Home there must be at least one adult staying in the Manufactured Home. The Park is not responsible for any accidents.
- M. All Tenants are entitled to quiet enjoyment of the Park. As such, Tenants are requested to keep all noise at a reasonable level throughout the day and to be mindful of their neighbors. Absolutely no loud music, boisterous voices, or excessive noise will be tolerated during the Park's Quiet Hours. Quiet hours are from 12:00 pm to 8:00 am every day.

## 15. **INSURANCE.**

- A. Park does not carry public liability or property damage insurance to compensate Tenant, Tenant's Guest or any other person from any loss, damage, or injury except those resulting from actions where Park would be legally liable for such loss, damage or injury. Tenant is responsible for obtaining, at Tenant's own cost, extended coverage for Manufactured Home, fire and other casualty insurance on the Manufactured Home, other improvements and contents to the full insurable value and such other insurance as is necessary to protect Tenant, Tenant's Guest or others from loss or liability, and Tenant hereby agrees to indemnify and hold harmless Owner and Park from any liability thereof.

- B. Evidence of Insurance is required upon application for tenancy at the Park. Tenant must name Owner and Park as additional insureds on Tenant's Insurance Policy and provide evidence of the same to Park within 15 days of execution of the Agreement. Failure to provide evidence of Park being the additional insured may, at the option of Park, void this Agreement and Tenant will be required to vacate the Lot.

16. **PETS.**

Permission to keep a house pet in the Park must be obtained from Park Management. A house pet is defined as a pet that spends its primary existence within the Manufactured home. Park Management reserves the right to deny any Tenant a pet if a proposed pet would pose a threat to the health and safety of other Tenants of the Park. No more than two (2) pets are allowed per Manufactured Home Lot. Park Management has absolute authority to bar any and all pets from the Park at its sole discretion.

- A. The types of pets permitted are: a domesticated bird, cat, dog, or aquatic animal kept within an aquarium. Only medium-sized cats or dogs (which, at maturity, do not exceed twenty pounds (20 lbs.) in weight or eighteen inches (18") in height when measured at the shoulders in a standing position) are permitted. Guide dogs, signal dogs, and other service dogs as defined by FHAct §504 are exempt from the size limitation otherwise applicable to dogs.
- B. Non- house pets (including farm animals) are prohibited under any circumstances. Strange and exotic pets are not permitted.
- C. After moving into the Park, a pet may not be acquired without written permission from the Park Management. Park Management must approve all pets before application to rent is accepted.
- D. If a pet is lost or dies, written permission to acquire a new pet must be obtained from Park Management.
- E. If any of the rules regarding pets is violated, and such violation is noted by Park Management or a valid complaint is made by another Tenant, the Tenant owner of the pet will receive an official notice in writing stating that the right to keep a pet within the Park is terminated.
- F. The following rules must be strictly followed by all pet owners:
  - (1) Each pet must be licensed and inoculated in accordance with applicable state or local law. Evidence of licensing and inoculation shall be submitted to Park Management within seven (7) days of receipt of written request for such information.
  - (2) Pets must be walked in Resident's own yard or in the Dog Park. Tenants are required to immediately clean up and dispose of all excrement created by their pets. Failure to pick up dog litter made by Resident's dog outside the Tenants Lot will result in an immediately due and payable fine of **\$100.00 per occurrence.**

- (3) Pets must be on a leash no longer than fifteen (15) feet when not inside the Manufactured Home, and the leash must remain in control of the responsible Tenant. Any pets outside of the home without a hand leash will result in an immediately due and payable fine of **\$100.00 per unleashed pet**.
- (4) Any pet running loose in the Park will be taken to Animal Control. Park Management is not responsible for any actions or omissions on the part of Animal Control. Recurring violations of this rule will lead to the loss of the privilege to maintain a pet.
- (5) Other than guide dogs, signal dogs and other service dogs as defined by FHAct §504, pets will not be allowed in the clubhouse or any recreational area at any time.
- (6) Pets will not be allowed to cause any disturbance which might annoy neighbors, including, but not limited to, barking, growling, biting or any other unusual noises or damage. Under no condition is a pet to invade the privacy of anyone's home site, flower beds, shrubs, etc. Pet owners are responsible at all times for their pets, including injury, destruction, and annoyances to other Tenants, and the Park and Park Management shall not be liable for any loss, damage or injury of any kind whatsoever caused by Tenant's pet.
- (7) No exterior pet housing is permitted in the Park. This includes, but is not limited to, any type of confining barricade or structure.
- (8) Guests are not permitted to bring any pet into the Park, other than guide dogs, signal dogs, and other service dogs as defined by FHAct §504.
- (9) Feeding of stray cats and other animals is prohibited. Notwithstanding this section, bird feeders are permitted.
- (10) The tying up of pets outside the Manufactured Home and leaving them unattended is prohibited.
- (11) Tenant agrees to indemnify and hold harmless Park Management and/or Owner for any loss, injury, or liability caused by Tenant's pet.
- (12) Park Management encourages pets to be spayed or neutered. However, in the event of offspring, Park Management must be immediately notified and written permission of Park Management must be obtained for the offspring to stay in the Park for a temporary period not to exceed eight (8) weeks.
- (13) Except as specifically exempted, these Pet Rules are applicable to all animals located in the Park, Including Service Dogs!
- (14) Any animal that shows signs of aggression will not be allowed in the Park, including dogs labeled as Service Dogs.
- (15) You accept full responsibility and liability for any pet you own. In the event there is a question of ownership, you will be deemed to own any animal that occupies your home or yard or any animal that you regularly feed.

In the event that a stray or non-owned animal comes onto your property, you should report this fact to Park Management immediately so that the animal is not deemed under this policy to belong to you with the attendant responsibilities arising in such an event. Any animal whose ownership is denied by the Resident upon whose property the animal is found, and is without any identification tag or other evidence of ownership, and/or has not been approved under this policy, shall be subject to immediate seizure and removal from the Park by Park Management, without liability to the owner of said animal for such action.

By continuing as a resident of the Park, you acknowledge the terms of this policy and further acknowledge that the Park's owner and management assume no liability for injuries and/or damages caused by the pets owned by tenants or stray animals coming onto the Park property and you waive any such claims against the Landlord, the Park, its owners, management, and employees, to the extent allowed by law. Residents should be vigilant to observe this animal policy whether or not they are animal owners in order to ensure their safety, and the safety of other residents.

We hope this explains the pet policy to everyone's satisfaction. Please understand that we must strictly enforce this policy and will do so.

#### **17. RENTING, SUBLETTING or ASSIGNMENT.**

Tenant shall not sublease, rent or assign the lot or allow any party to live in said manufactured home with being approved by the Park Management,

The manufactured home is the property of the Tenant, unless mortgaged or leased to Tenant by McCaig Properties and may be sold by the Tenant. Parties purchasing a Manufactured home must fill out an application and be approved by the park management before being allowed to take possession of the lot. Approval is not guaranteed or implied. Any Tenant failing to inform a potential buyer that the right to rent the lot is not included in the sale will be responsible to the buyer for the cost incurred by the buyer and the park. A transfer inspection must be completed and signed by park management in order for the seller to be in compliance.

In the event a lot transfer is approved the seller and buyer must allow park management to inspect the RV and all improvements listed on the transfer inspection must be done before the transfer takes effect.

#### **18. LOT RENTAL CANCELLATION.**

Tenants who wish to cancel their Lot rental should advise Park Management in writing with a thirty (30) day advance written notice. Failure to provide such notice will result in a loss of the deposit. Tenants understand and agree that Park Fees are non-refundable under any and all circumstances, unless otherwise stated in writing by Park Management.

19. **NON-RENEWAL.**

Tenants who choose not to renew their Lot Rental for another month must remove trailer and all possessions from Lot by 5:00 pm by the last day of the month. Anything left on the Lot after this date will be considered abandoned and will be removed and disposed of at the Tenants expense. Park Management reserves the right to not renew any Lot for rental at any given time. The Resident will receive in writing from Park Management a notice to vacate the premises.

20. **FIXTURES.**

All landscaping and structures or other improvements permanently attached to or embedded in the Premises shall become a part of the realty upon their installation and belong to Owner. Upon Tenant vacating the Premises, such improvements shall remain upon and be surrendered with the Premises. Park Management may, however, at its sole option, permit or require Tenant to remove, at Tenant's own expense, said improvements. Tenant shall repair any damage to the Premises caused by the removal, including, but not limited to, the filling in and leveling of holes or depressions and shall leave the Premises in a neat and uncluttered condition with the Park's original engineered grade intact.

21. **SOLICITATION.**

Throw-away newspapers, distribution of handbills, notices, or advertisements, and door- to-door selling or solicitation are not permitted without Park Management's consent. All salespeople must make individual appointments with the Tenant concerned or interested.

22. **PARK OFFICE AND COMPLAINTS.**

- A. Except in an emergency, please do not telephone or contact Park Management after normal business hours. The Park's office phone is for business and emergency use only.
- B. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.
  - (1) All community business is conducted during posted office hours.
  - (2) Tenant shall not request maintenance personnel to perform jobs for Tenant, nor shall Tenant give instructions to maintenance personnel. All repair or maintenance requests shall be submitted in writing to Park Management.
- C. Landscaping, Heating and Air, and a variety of maintenance services are available at reduced rates to tenants, ask Park Management for details.

23. **REVISIONS OF RULES.**

- A. Park Management reserves the right to add to, delete, amend, and revise these Rules and Regulations from time to time, as well as additional rules and regulations and hours posted in and about the Park Facilities, in the office and on the web site.



- B. Park Management reserves the right to increase rates with a 60 day written notice that may be placed on community information board or web site.
- C. Park Management does not give refunds.
- D. Park Management reserves the right to give Notice to Vacate to any tenant at any time.

24. **PARAGRAPH HEADINGS.**

The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

25. **SEVERABILITY.**

The invalidation of any one or more of these Rules by a court of competent jurisdiction shall in no way affect any other provisions, which shall remain in full force and effect.

26. **INDEMNIFICATION.**

To the extent permitted by law, Tenant shall Indemnify Management, its officers, managers, agents, representatives and employees from any liability, loss, legal fees, costs, expenses or damages that they may suffer as a result of any claims, demands, lawsuits, actions, costs, judgments and the like asserted against them arising out of the negligent acts or omissions of Tenant or Tenant's occupants, Guests, Visitors or invitees.

27. **INSTALLATION AND REMOVAL OF MANUFACTURED HOME.**

A Manufactured Home may not be brought into the Community without Park Management's written consent or removed from a Lot without a signed written agreement from the Park Management showing clearance for removal and that all monies due and owing are paid in full, or any other agreement between the Tenant and Park Management authorizing installation or removal. If Tenant is using a Manufactured Home transporter service, the service must contact Park Management at least thirty (30) days prior to any anticipated move-in or move-out date and obtain Management's written authorization to perform the move. Park Management has the right to coordinate the moving dates and times, and to reject and exclude from the Community any Tenant or transporter service that does not cooperate with Park Management or which Management deems to be not qualified or not responsible, in Management's sole discretion. Tenant is responsible for damages caused by themselves and their transporter service. Park Management hereby establishes a possessory lien on each Manufactured Home located in the Community to secure payment of the obligations on each Manufactured Home located in the Community, which is hereby deemed a consensual lien.

28. **SUBORDINATES.** The Community Documents and the tenancy created herein are subject and subordinate to all mortgages, group leases, acts or events of condemnation, deeds of trust or other liens or encumbrances which may now or hereafter affect the Community Documents or the real property of which the rental Lot forms a part, and any renewals, modifications, consolidations, replacements or extensions thereof.

29. **ABANDONMENT**. Tenant shall not abandon the Lot or Manufactured Home located thereon. Tenant shall be responsible for all damages suffered by Management in the event of abandonment. Park Management may, at its option, consider a Manufactured Home or Lot to be abandoned if: (1) rent remains unpaid for fifteen (15) days after the due date and if Park Management does not observe the Tenant(s) present at the Lot; or (2) If Park Management does not observe the Tenant(s) residing at the Lot for a period of 15 days without notice to and consent of Park Management; or (3) if a notice is issued by Park Management for failure to properly maintain the Manufactured Home, Lot or improvements and the violations is not timely cured; or (4) any other basis that causes Park Management to believe the Manufactured Home is abandoned, in the event of abandonment of the Tenant's Manufactured Home or personal property and in addition to the rights and remedies available to Park Management under the law, Tenant expressly authorizes Park Management to dispose of said property in any reasonable manner determined by Park Management in situations where Park Management reasonably determines that the value of the property is so low that the cost of moving, storing, and/or conducting a public sale of the property would exceed the amount that would be realized from such sale. Tenant releases and holds Park Management and those performing thereunder harmless for loss of the property and/or the value of the property stored and disposed of under the foregoing circumstances.

Park Management is not responsible for any claim of damage resulting from moving an abandoned Manufactured home. Manufactured homes will be moved to a storage lot for no less than 90 days. Tenants will be responsible for the cost of moving and storage should the Tenant claim the abandoned Manufactured home.

### **30. OFFICE LOCATION:**

The office of McCaig Properties is currently located at 45261 Hwy 78, Lincoln, Al. 35096 all rents and correspondence can be mailed, dropped off at office or automatic debit may be set up for a small fee.

Some parks may have a temporary or satellite office. McCaig Properties reserves the right to place or remove offices in parks or areas. All business should be conducted at the main office location.

I have received the Rules and Regulations Version 16. I understand amendments and changes will be posted on the web site and in the management office. It is my responsibility to be aware of all the rules and regulations.

Any amendments or changes will be accompanied by a version revision i.e.: 16.1 would be the next revision.

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