

BRIMINGHAM MOBILE HOME PARK LOT RULES AND REGULATIONS

The management of Brimingham Mobile Home Park has adopted the following rules and regulations in order to insure its residents a safe, convenient, and attractive community in which to live. Most of the rules deal with common sense courtesy. Some of the regulations are necessary to comply with law. All of the rules and regulations are intended to promote mutual goals of privacy, safety, comfort, and pleasant surroundings. Each resident is encouraged to make suggestions to the management on any aspect of community life.

A. MOBILE HOME-QUALITY STANDARDS

1. The location and installation of the mobile home shall comply with applicable governmental statutes and regulations.
2. The movement of resident's mobile home into, within and out of the park shall be done only upon the supervision of the park. Resident shall, therefore give Park at least 48 hours notice before moving a mobile home into, within or out of the park.
3. No mobile home shall be moved into the park or transferred to a new resident within the park unless the size and design thereof is approved in writing by Park in accordance with the quality standards set forth in these rules. Park Shall have the right to approve or reject any mobile home if the same does not Meet the reasonable requirements of the Park as to its appearance, design, and Compatibility with the park and other mobile homes therein under this rule. In addition, resident shall install skirting on the mobile home not later than Thirty (30) days following the set up of the mobile home on the lot. Such Skirting shall be subject to the approval of PARK, which approval will not be Unreasonably withheld provided the skirting is commercial quality mobile Home skirting and not composed of any highly combustible material. Similarly, no unfinished, unsafe, or highly combustible materials may be used For any repair or patchwork on the exterior of the mobile home or other lot Improvements. Resident will be responsible for proper blocking, leveling, and Tying down of the home and proper installation of all utility connections in Accordance with instructions from management and local codes. Electrical And gas connections to the meter and/or outlets and water, sewer and other Utility connections shall be the responsibility of Resident and performed in Accordance with local codes. No Resident or guest shall tamper with meter Boxes or outlets. Every hot water heater must have a flow check valve to Prevent burnout in the event water service is temporarily discontinued. To Protect your mobile home; a water pressure regulator is strongly Recommended. Any damage due to pressure surges will be the residents Responsibility.
4. All mobile homes must continue to meet all local, town, and state laws and

Regulations as such may be amended by government bodies from time to time.

5. No unauthorized structure shall be ejected on any lot.
6. All permits required for the installation or removal of mobile home are the Responsibility of the mobile home owner.
7. No professional materials or items of any nature whatsoever shall be used to Secure the roof of a mobile home from the elements of nature without the Written approval of Park.
8. Only decorative fences are allowed. Park must approve all decorative fences In writing prior to construction or installation. Fences must be constructed in A professional manner using commercial fencing materials, and construction And installation must be completed within thirty (30) days after start up. No wire or chain link fences are allowed. Fences may not extend over Boundary lines established by Park or block any common areas. Fences That violate these guidelines are subject to removal at resident's expense. The Park office should be contacted to have your property lines and utilities located.
9. Skirting, porches, awnings, carports, patios, and other additions or Park must approve improvements in writing prior to construction And installation and must meet local uniform building codes, which are Applicable to mobile homes. Only commercial quality mobile home Skirting that compliments the mobile home siding is allowed. Skirting Is to be in good condition and repair, and loose or missing sections are to be Replaced with the same material. There must be a top cap or hider strip between the home and the top of the skirting. Skirting and trim colors must be color coordinated to the mobile home. There shall be one access door, located adjacent to the water shut off valve.
10. All hitches must be removed within thirty (30) days following the set up of the Mobile home.
11. Storage sheds shall not exceed 10' x 10' in dimension nor 8' in total height. Construction and location of all sheds must have prior written approval by park. Sheds are to be constructed in a professional manner using only commercial quality materials. Sheds that do not meet the Park's standards will have to be removed. Sheds are to be maintained in good repair. All sheds must have an adequate tie down system. There shall be only one shed to a mobile home lot, with no sleeping facilities within the storage shed. Any damage caused by a storage shed will be the sole responsibility of the Resident owning the storage shed.

12. The minimum standard for steps and porches is as follows:
 - a. Minimum landing size front door 48" x 48", back door 36" x 36", being 3" wider than the swing of the door.
 - b. Steps and porches must have handrails and guardrails with intermediate uprights on all open sides. Steps and porches should be painted or stained in a complimentary fashion to match the mobile home and shall be maintained in good repair. All steps and porches must be skirted.
 - c. Both front and back steps should be similar in construction and appearance.
 - d. Steps not conforming to the above standards are to be modified or repaired unless otherwise approved by the Park.

B. MAINTENACE OF MOBILE HOME LOT

1. Resident shall maintain the lot including watering and maintaining of grass, tree, shrubs, and mowing of grass and maintaining all skirting, porches, awnings, patios, sheds, and improvements, at the sole expense of Resident, in good repair, and in a clean, neat, and attractive condition as determined solely by Park. In the event Resident fails to do so, which is grounds for eviction, Park at its sole option may perform the necessary maintenance, and all expenses of any nature whatever incurred by the Park in so doing shall be paid by Resident on the next rental payment date after submission of a statement for such charges by Park to Resident.
2. All trash, debris, brooms, ladders, building material or similar items shall be Kept out of sight and not loose. All trash shall be placed in plastic garbage bags, tied securely and placed in garbage cans. Garbage pick up is on Monday morning. Garbage can needs to be set at edge of mobile home on Sunday night.
3. All bicycles, tricycles, and toys shall be kept in neat order on the lot and stored out of sight. If any such items are found on vacant lots or on the streets, they may be picked up by Park and may be distributed by Park to charities of Park's choice.
4. All lawns, shrubs, trees, fences, paving, and other landscaping installed or Done by resident becomes part of the park and shall remain upon the lot at termination of occupancy unless written approval of Park is obtained by Resident. Park must approve all site landscaping plans in advance, in order to protect underground utility lines, pipes, and cables and Resident safety.
5. All homes must have a water shut off valve within reach of the outside of the Home. All homes must have a frost-free water faucet on the outside of the home for the purpose of watering lawns and cleaning patios and drives.

C. AUTOMOBILES

1. There will be no fast driving vehicles within the Park.
2. Parking:
 - a. All vehicles shall be parked in driveways adjacent to the home on the lot.
 - b. Guest and visitor vehicles may not be parked on the streets or yards.
 - c. Illegally parked vehicles may be removed, in the sole discretion of the Park, at the vehicle owner's risk and expense.
3. Only licensed and operable vehicles having a valid state registration will be allowed within the park. Any vehicle that is mechanically inoperable or without a valid current license plate must be removed by Resident immediately after it becomes mechanically inoperable or its license expired.
4. Only licensed (state licensed) drivers may operate motor vehicles within the park.
5. No excessively noisy or damaged vehicle, and not wrecked vehicle or vehicle that otherwise endangers the safety and well being of Residents or guests or visitors, as determined by Park in its sole discretion, will be allowed within the Park.
6. No sleeping in vehicles is allowed within the park.
7. Toters, trucks (other than the typical pick up truck), construction and farm equipment shall not be stored, parked or kept within the Park or on any lot. These restrictions shall similarly apply to inoperable or unlicensed vehicles. In the event it becomes necessary for Park to remove any of the prohibited vehicles, all charges for such removal shall be paid by Resident on the next rental payment date after submission of a statement for such charges by Park to Resident.
8. Any vehicle which drips oil or gasoline shall be repaired immediately by the Resident who is responsible for such vehicle being in the Park, and any damage caused by such oil dripping or gasoline shall be cleaned and repaired by Resident.
9. The immobilization of any vehicle for major repairing or overhauling at the Resident's lot is prohibited.
10. Recreational vehicles and boats shall not be stored, parked, or kept within the Park.

D. MOTORCYCLES

1. Motorcycles must conform to the rules for vehicles in Section C above.
2. Motorcycles must be equipped with proper mufflers to minimize noise. No Racing of motorcycles will be allowed in the Park. Motorcycle traffic must be kept to a minimum within the Park. Go carts and mini bikes are not allowed in the Park.

E. PETS

Resident's pet must be kept on a hand leash at all times when outside the mobile Home and must be walked so as not to use your neighbor's premises. Resident Shall be responsible for the immediate removal of all pet litter from his or her lot And any other location within the community where littering has occurred. PETS MAY NOT RUN LOOSE, BE TIED OUTSIDE THE MOBILE HOME OR KEPT IN THE YARD AT ANY TIME OR FOR ANY REASON. DOGHOUSES ARE NOT ALLOWED. Noisy or unruly animals, or those, upon Which other Residents file complaints with the Park, will be required to be Removed from the Park. No specific animal, which has been removed from the Park under this rule, shall thereafter again be permitted in the Park without Specific written permission of the Park. The Park must approve all pets in Advance in writing. Management reserves the right in its sole discretion to Deny any Resident the right to keep pets.

F. TV ANTENNAS

No TV or FM antenna of any nature whatsoever over six (6) feet in height shall be Installed on any lot, and guy wires for any permitted antenna shall be attached only on the home roof. Such installation shall be in accordance with the reasonable requirements of Park and all governing laws, codes, and regulations. Antenna masts must be mounted to the rear of the mobile home. No other antennas may be installed except upon the prior written approval of Park. Satellite dishes or any other type of receiving devices are not allowed.

G. OUTSIDE DRYING

No drying of laundry towels, rugs, wearing apparel, or similar items, or hanging of clotheslines is permitted outside the mobile home.

H. DANGEROUS INSTRUMENTALITIES

The use of guns or other dangerous instrumentalities, including but not limited to firearms, BB guns, air guns, sling shots, and bows and arrows is not allowed in the Park. The hurling of rocks, knives, sticks, and any other missiles (other than

balls and toys designed for sports and play when engaged in such activity) is strictly forbidden.

I. FIREWORKS

Absolutely no fireworks or incendiary devices of any nature are allowed within the Park.

J. SALE OF UNIT

In the event a Resident elects to sell his mobile home, one "For Sale" sign not to exceed a total area of 300 square inches shall be permitted to be installed on the inside of a window or upon the exterior of the mobile home. No "For Sale" sign shall be used without the written permission of the Park, which approval shall not be unreasonably withheld. No "For Sale" sign or any other type signs of any nature whatsoever, whether relating to the sale of the mobile home or for any other purpose, shall be permitted on the lot. RESIDENT ACKNOWLEDGES THAT THE SALE OF THE MOBILE HOME DOES NOT INCLUDE A TRANSFER OF THE LOT TO THE BUYER UNLESS THE LOT LEASE IS ASSIGNED AS PROVIDED IN THE LEASE AND THE QUALITY STANDARDS CONTAINED IN THESE RULES AND REGULATIONS ARE MET.

K. FIRES

No open fires are allowed within the Park (charcoal grills will not normally constitute an open fire). No burning of trash or garbage is permitted.

L. OUTSIDE CONSTRUCTION

1. PARK must approve any construction or repair to anything other than house fixtures or yard in writing.
2. No construction company may perform any service within the Park, unless it Has been reported to Park for clearance. Park will require all contractors and all repair and maintenance personnel to have proper worker's compensation and liability insurance coverage for the purpose of protecting the persons and property of the Residents and Park.

M. NOISE AND OTHER NUISANCES

No unreasonable noise of any kind shall be allowed at any time. Radios, stereos, televisions, and conversation shall be kept at a volume level low enough not to disturb any other Resident. Resident shall not commit or allow any person to engage in actions on his premises or in the Park, which constitute a nuisance.

N. BUSINESS & SOLICITATION

No commercial enterprises or business of any nature shall be conducted by Resident in the Park without the prior written approval of Park, nor shall advertising materials be distributed or posted by resident within the Park without Park's prior written approval. This restriction applies to the delivery of handbills of any nature whatsoever, although Park shall have the right to distribute written materials to Residents. It is expressly agreed, however, that Resident recreation and social or news organizations may distribute any written material of a noncommercial nature provided such writings are also given to Park. Rental of mobile homes to others by Resident is not allowed. To insure privacy, **NO DOOR TO DOOR SOLICITATION IS PERMITTED IN THE PARK BY ANY RESIDENT OR NON-RESIDENT.**

O. NEGLIGENCE

Any damage caused by Resident or any other person, guest, agent, representative, or property (storage shed, TV antenna, etc.) of RESIDENT to the person or property of another will be the sole responsibility of RESIDENT or such person owning the property causing the damage and shall not be the responsibility of the PARK.

P. UTILITY AND WATER REGULATION

PARK will provide water, dumpster service, and septic tank. Grease, table scraps, tampons, sanitary napkins, or anything else that is not meant to be used in a septic tank system is the RESIDENT'S responsibility to be sure this is adhered to. If gas is needed for the RESIDENT'S mobile home, the RESIDENT will be responsible for purchasing a propane gas tank, the installation of the tank and the purchase of the gas. The tank needs to be on top of the ground and not buried.

Q. PRE-QUALIFICATION STANDARDS

Residential applicants for park residency are required to provide suitable references from previous park operators or landlords if they have had such. Residential applicants shall demonstrate a financial capability to pay Park fees and charges and the financing costs, if any, of their mobile home. RESIDENT will be responsible for providing PARK with a copy of a criminal background report from the Police department. PARK requires that a Credit Report Consent be signed by RESIDENT.

R. RETURNED CHECKS

The RESIDENT must redeem any check not paid by the bank for any reason immediately after written notice thereof to RESIDENT. There is a \$30.00 charge on each returned check plus late charges. All returned checks are to be redeemed

by money order, cashier's check, or other certified funds, and payment must be made in full including all accrued late charges. After the first NSF check is received, all future rental payment shall be made by money order, cashier's check, or other certified funds only.

S. CONDUCT AND FAMILY SIZE

RESIDENTS with minor children shall have an affirmative duty and responsibility to govern the outside play and conduct of their minor children so as not to disturb or annoy the persons living in the PARK. Repeated or a serious failure of a RESIDENT to govern minor child conduct under this rule will be grounds for eviction. RESIDENTS of the PARK must be families of five (5) or fewer members.

T. SECURITY DEPOSIT

RESIDENT will be responsible for paying a Security Deposit equal to the monthly rental fee at the time the first month's rent is paid. The Security Deposit will be refunded at the time RESIDENT moves from PARK provided the lot is in good condition and all rent monies are paid in full. Rent will be due on the first day of each month. If the rent is not paid by the fifth of each month, there will be a \$50.00 late charge and \$5.00 per day until rent is paid in full.

VERIFICATION OF ACCEPTANCE OF RULES AND REGULATIONS

As a RESIDENT OF BRIMINGHAM MOBILE HOME PARK, I accept and agree to abide by these Rules and Regulations as a supplement to my Mobile Home Lot Lease, which is incorporated herein by reference as though set forth fully. I also agree that PARK may alter, add to, or amend said Rules and Regulations at any time, but said altered, additional, or amended Rules and Regulations shall not take effect until I have written notice of the change. I also understand and agree that any violation of or noncompliance with these Rules and Regulations shall be grounds for eviction.

DATE: _____

RESIDENT'S SIGNATURE

PARK MANAGER