

Lot # _____

Park: Whispering Woods Estates

**COMMUNITY STANDARDS
(Rules and Regulations)**



(a) Community Name and Address:

WHISPERING WOODS ESTATES
2250 N TABORTOWN ST.
TERRE HAUTE, IN 47803

(b) Name(s) of Residents signing Lease and Occupants over 18 years of age:

(1) _____ (4) _____
(2) _____ (5) _____
(3) _____ (6) _____

(c) Premises Address:

Homesite/Lot Number: _____
Street/Mailing Address/ 2250 N Tabortown St.
City/State/Zip: Terre Haute, IN 47803

Along with providing an affordable housing option, including home rental and ownership opportunities, one of our goals is to create a pleasant neighborhood environment that you are proud to call home. To help achieve this, we have designed a number of rules and regulations, or as we like to call them – Community Standards (“Standards”) – that serve as guidelines for the behavior of our residents and their guests, and the upkeep of your homes and the property. Our Standards are intended to maintain consistency and fairness among all of our residents and preserve our community in a way that will make you feel good about living here.

These Standards are deemed attached to, incorporated into, and made a part of your Lease, even if the Lease is amended from time to time, and are effective as of the date they are provided to you, even if you refuse to sign and acknowledge receipt.

STANDARDS

1. **THE STANDARDS.** Except as expressly modified by these Standards, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent consistent with these Standards. If a conflict between the terms of these Standards and the Lease exists, the terms of these Standards shall control the matters specifically governed by these Standards. Any breach of the terms of these Standards shall constitute a breach of the Lease to the same extent and with the same remedies to Owner as provided in the Lease or otherwise available at law or equity.
2. **Definitions.** Unless otherwise stated in these Standards, the Definitions contained in the Lease shall apply to these Standards.
3. **COMPLIANCE WITH STANDARDS.**
 - (a) **Compliance.** In addition to the personal copy provided to Resident, a copy of the Standards will be posted (or otherwise available) in the Community Manager’s office when available. All Resident Parties must comply with the Standards and do so in a manner that does not unreasonably disturb nearby neighbors, the community as a whole, or constitute a breach of peace.
 - (b) **Owner’s Right of Self-Help.** If Resident fails to timely perform any of his/her duties under the Standards, Owner shall have the right (but not the obligation), to perform such duty on behalf and at the expense of Resident without prior notice to Resident, and all sums expended or expenses incurred by Owner in performing such duty (including, without limitation, any lawful hourly labor charges that Owner may impose from time to time) shall be deemed to be Additional Rent under the Lease and shall be immediately due and payable by Resident upon demand by Owner.
4. **OCCUPANCY.**
 - (a) Any person applying for admittance as a Resident in the Community who is 18 years of age or older must first fill out an Application for Residency, provide all requested information and documentation, be interviewed by the Community Manager, and submit to and pass the applicant screening process which includes verification of income and a criminal background check. All prospective residents must be approved by the Owner and must sign the Lease, applicable Addendums, and the Standards prior to taking possession of a Home currently in the Community and/or Homesite or moving a Home into the Community. Except as expressly

Initials _____ / _____ / _____ / _____

provided by applicable Law, no one other than those persons executing the Lease, applicable Addendums, and these Standards shall be allowed to reside in the Community.

- (b) The purchase of a Resident's Home by anyone who has not filled out an Application for Residency, provided all requested information and documentation, submitted to an interview with the Community Manager, submitted to and passed the applicant screening process, and executed a Lease, applicable Addendums, and the Standards shall not constitute permission or right for the purchaser(s) to reside within the Community. An executed Lease, applicable Addendums, and these Standards, as well as a completed and approved Application for Residency, and successful completion of the applicant screening process, must be received by the Community Manager prior to the: (i) arrival of the Resident's Home in the Community; (ii) transfer of title when the Home is already in the Community; or (iii) taking of possession of a Home in the Community. Any purchaser who fails to follow the requirements of this paragraph, fails or is unable to cure the defects in his/her Application for Residency, or fails the credit and background check, will immediately vacate from the Community upon written notice from the Community Manager.
- (c) Owner reserves the right to: (1) refuse to accept further Rent and terminate the Lease of anyone who fails to comply with these Standards; and (2) refuse rental to any applicant who fails the credit or background check.
- (d) Each Occupant of a Home who is 18 years of age or older must fill out an Application for Residency, provide all requested information and documentation, be interviewed by the Community Manager, and pass a credit and background check in order to be approved for residency by Owner. Written approval of the Community Manager is required as to any change in the name or number of persons in the Home.
- (e) Upon request by the Community Manager, each Resident and Occupant of a Home shall provide documentation verifying the ages of all Residents and Occupants of the Home and the failure to comply is a violation of these Standards, and the Resident, Occupant, and/or Home may be subject to eviction at the discretion of Owner.
- (f) No Resident Party is permitted to play in the Community's private streets or in the yards of other Community Residents, or to pass through other Community Residents' yards. Resident are responsible for the actions of Resident Parties who violate these Standards, and for damages caused by such Resident Party. No Resident Party is permitted to play on any Homesite other than Resident's own Homesite without the express permission of the other Homesite Resident. Climbing the trees in the Community is prohibited. No unauthorized activities are allowed in the Community's private streets.

5. **BACKGROUND CHECKS; INCOME VERIFICATION.** Prospective residents of the Community and any prospective Occupant will be approved, in writing, by the Owner based upon: (a) completion of an Application for Residency; (b) income verification, background, reference and criminal history check (collectively, "Applicant Reports"); and (c) an interview of all persons planning to occupy the Home or Homesite by the Community Manager. Subject to the availability of Homes or Homesites, such written approval will not be unreasonably withheld; however, the Owner does reserve the right to refuse admission to the Community to any person(s) deemed unsuitable to the Community in the Owner's sole discretion. Any misrepresentations, whether written or oral, made by a prospective resident as to information provided on the Application for Residency, registration card or credit application, or statements as to number, age, or identity of persons residing in the Home, or about pets, personal background, employment history, or past landlords, are deemed material and fraudulent and made to induce Owner to admit the prospective resident. Any such misrepresentation shall be deemed a conclusive breach of the Lease and shall void any approval of the request for occupancy.

6. **APPEARANCE AND CARE OF THE HOME AND THE HOMESITE.**

(a) **Prohibited Items.**

(i) Resident is not permitted to construct or cause to be constructed a fence (whether chain link, wooden, composition, electrical or otherwise) nor any form of pet restraining perimeter anywhere on the Homesite or elsewhere in the Community without Owner's prior written approval, which approval may be withheld in Owner's sole and absolute discretion. All approved and existing fences must be maintained in good, upright and secure condition. Each Resident must provide and allow access to and through the Homesite so as to allow unfettered access to and from the Homesite for purposes of maintenance and repair services.

(ii) Propane tanks for home heating are not permitted without the prior written consent of the Community Manager.

(iii) Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets, aluminum foil, wood, paper, newspaper, card board, or the like shall not be used as a window covering or shade device.

(b) **Patios and Driveways.** Only standard lawn or patio furniture, barbecue grills or smokers, are permitted on the patio, lawn or driveway. While in use, grills/smokers must be placed a safe distance from the Home and stored out of the way when not in use. The patio and driveway are not to be used for storage of any items including, but not limited to, household furniture, appliances, boxes, tires, paint cans, building materials, firewood, lawn equipment, and exercise equipment regardless of the condition.

(c) **Outdoor Equipment/ Pools/Signs.** Basketball hoops (fixed or movable) and swing sets may be permitted on the Homesite if the Community Manager's prior written approval is received before installation, installation is done in a manner that is safe and does not disrupt the privacy or enjoyment of the community by other Residents, does not encroach on another Resident's space or common area, and such equipment is maintained in safe condition. Resident hereby indemnifies and holds Owner's Related Parties harmless with respect to any Losses arising from the use of such equipment. No pools are permitted except temporary pools commonly referred to as "toddler", "kiddie" or "wading" pools. Toddler or kiddie pools must be emptied and stored in an out-of-the-way location following each and every use and may never be left unattended while containing any amount of water. Resident shall not post "Beware of Dog" or "No Trespassing" type signs on the Home at the Homesite or in the windows of the Home. Due to health

and safety issues, trampolines are not permitted in the community.

- (d) **Laundry.** Only umbrella-type clothes lines are permitted with prior written approval of their specific location from the Community Manager. All other types of clotheslines are prohibited and must be removed. Folding drying racks may also be used for clothing hung outside. Lines for hanging clothes outside that are strung between trees, the Home, carport and other supports are not permitted. Clotheslines are to be removed when the Home is vacated for 2 weeks or longer. Under no circumstances may clothes be hung on decks or stair rails.
- (e) **Care of the Home and Homesite.** It shall be the responsibility of Resident to ensure that the Home and the Homesite are properly maintained, as determined by Owner in Owner's sole and absolute discretion.
- (i) Resident must maintain the Home, Homesite, yard, and all other improvements located on the Homesite in compliance with all applicable Laws, the Lease, applicable Addendums, and these Standards. Resident is responsible for the maintenance and cleanliness of the Homesite. Resident is responsible for inspecting the home and making sure that all systems are properly functioning and there a no gas or water leaks, electrical problems, or other hazards that could adversely affect the health and safety of the Community. Owner and its employees or agents have no obligation to conduct any such inspections of a Resident's home. Bottles, cans, boxes, equipment, trash, tires, paint cans, appliances, indoor furniture, construction material, excess clutter or other debris of any matter shall not be stored outside or beneath the Home, deck, stoop, stairs, or patio. This list isn't all inclusive and the Management reserves the right to determine what needs to be disposed of to maintain a safe and sanitary area. In the event any governmental agency shall impose a fine for failure to comply with these Standards, Resident shall be responsible for the payment of the fine, and, in the event the Community Manager or Owner shall pay the fine, Resident shall promptly upon demand reimburse Owner in the form of Additional Rent.
- (ii) The Home and all of its component parts (including, without limitation, any steps, decks, carports, sheds and other improvements located on the Homesite) must be maintained and kept in good condition.
- (iii) The tow hitch must either be removed or covered by material matching the siding of the home. This will happen within 30 days of the Residents move in date.
- (iv) If, and only if, the Home is owned by Resident (as opposed to being owned by Owner or a third party), then the following shall apply:
- (1) Resident must immediately repair any water leaks in or from pipes or fixtures in, on, or under the Home.
 - (2) Broken windows, peeling paint, dull exterior of the Home, or dirt, grime or mildew must be corrected or repaired.
 - (3) The exterior surfaces of the Home, including the eaves and trim, shall be kept free of discoloration.
 - (4) Peeling, fading, rusted, or damaged exterior surfaces must be restored to like-new condition. Roofs will be maintained in excellent condition with any repairs to be of similar or improved material to the original building product. Tarps are not acceptable as a permanent or semi-permanent fix for roof leaks. This will be determined by the Community Manager.
 - (5) All homes must have skirting. Skirting must be painted a single approved color and maintained in good condition with no gaps, holes, cracks, tears, unsightly patches or rust.
 - (6) All exterior materials and colors used in upgrading must be approved in writing by the Community Manager prior to their use on the Home.
 - (7) As the Home's appearance ages, the Home shall be resurfaced, re-sided, re-roofed, re-skirted, lap-sided or replaced if deemed necessary or appropriate by Owner or by local city or county housing, health or code enforcement personnel.
 - (8) The materials used for repairs must be consistent with the types of materials used on new homes being brought into the Community.
 - (9) If Resident does not maintain, in the judgment of the Community Manager, the Home's skirting in a neat and good condition, Resident shall, at Resident's sole cost and expense, replace the skirting with approved skirting. If the present skirting is destroyed or damaged by windstorm, an act of God or nature, or any other means, replacement skirting must be of the approved type and in a color consistent or complimentary with the color of the Home.
 - (10) If the Home is destroyed by fire, windstorm, an act of God or nature, or any other means, Resident shall, at Resident's expense: (1) erect a fence or other barrier suitable to Owner around the Homesite as a protection against trespass; and (2) remove the salvage (the home or other personal property) from the Homesite the earlier of 15 days from the date of such event or from the date of written notice from Owner to Resident requesting removal, unless a longer period for removal is provided by applicable Law. Failure to remove the salvage within the timeframe established may result in Owner removing the salvage and billing Resident for actual costs incurred.
- (v) Resident shall keep all grass or lawn areas mowed, edged, weeded, and watered. Resident shall mow, trim, edge and weed along the side of the Home, walkways, driveways and streets before they become overgrown and unsightly. The object is to keep Resident's lawn and the Community looking neat. Lawn, grass, or sod destroyed or damaged by neglect, lack of water, vehicular traffic or by any other means or for any other reason, must be repaired or replaced at Resident's expense. If, in the judgment of the Community Manager, all or part of Resident's lawn needs to be re-sodded or re-seeded, Resident will receive written notice from the Community Manager to complete this repair at Resident's expense or face eviction. Each Resident is responsible for his/her respective plants and lawn. Plants, lawns and the Homesite are to be kept free of, among other things: weeds, underbrush, or debris and should not be permitted to become overgrown or unsightly. The Community Manager has

sole discretion to determine when to notify Resident of his/her failure to comply with this provision. Unless caused by Owner or its contractors, any defects, depressions or holes in yard or grounds of the Homesite are the responsibility of Resident and shall be promptly reported in writing to Owner. Owner in its sole discretion may elect to repair the damage and Resident shall promptly upon demand reimburse Owner for such costs, if any, in the form of Additional Rent.

- (vi) The planting of trees, shrubbery, and flowers on the Homesites is encouraged. However, where holes deeper than 6" are required, to protect underground utilities and before digging, Resident(s) must first contact the Community Manager so he/she can determine whether the local utility company should be notified so it can come out to verify and mark the location of all underground utilities near the area to be planted. If the Community Manager determines that the local utility needs to be contacted, Resident must make such arrangements directly with the utility company and refrain from planting until after the utilities are marked. If Resident Parties fail to contact the local utility company after being directed by the Community Manager to do so, any damages to underground utilities caused by Resident Parties' plantings are the sole responsibility of the Resident Parties. If such damages are not promptly repaired upon written request of the Community Manager, Owner in its sole discretion may elect to repair the damage and Resident shall promptly upon demand reimburse Owner for such costs, if any, in the form of Additional Rent.
- (vii) If directed by the Community Manager, sod must be replaced by Resident where planting is removed. Existing trees or shrubs must not be damaged or removed by Resident without prior written permission of the Community Manager. Resident is responsible for trimming and maintenance of all shrubs and bushes located on the Homesite. Owner will maintain trees, shrubs and any other horticultural amenities in Community Common Areas, as well as trim and/or remove trees that, in its sole discretion, are safety hazards located either in Common Areas or elsewhere in the Community. Resident is required to maintain the Homesite, including, but not limited to, yards, grass areas, shrubs, and garden areas, in a well-groomed manner at all times.

7. **HOMESITE IMPROVEMENTS; MAINTENANCE BY RESIDENTS.**

(a) **Improvements.**

- (i) **Improvements to Homes Owned by Resident.** Improvements to a Home owned by Resident are encouraged; however, any construction of or additions to a Home, and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners (window or central), concrete slabs, carports, stone or concrete walkways, and the like, will not be permitted unless Resident obtains prior written approval from the Community Manager, the improvements are properly installed and secured, *and Resident obtains the necessary governmental approvals and permits where required.*
 - (ii) **Improvements to Homes Owned by Owner.** Residents shall not make alterations or improvements to any Home owned by Owner without the prior written consent of the Community Manager.
 - (iii) **Improvements to the Homesite.** With the exception of plantings requiring holes no deeper than 6" referenced in these Standards, or potted plants, shrubs or trees, Residents shall not make other alterations or improvements to the Homesite without the prior written consent of the Community Manager.
 - (iv) **In General.** If electrical, mechanical or plumbing is upgraded for any reason, such upgraded service shall be at the sole expense of Resident. Written approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of the Community Residents. In addition to all other remedies available to Owner, the Community Manager may require Resident to remove any unapproved construction or addition at the expense of Resident. Before undertaking any digging, Resident must receive prior written approval from the Community Manager and contact the local utility company to verify and mark the location of all underground utilities. Damaged underground services must be repaired by a contractor designated by Owner, and the cost of such repairs will be assessed to the Resident who damaged any underground service. Each Resident is responsible for the submission of complete plans and/or permits for anticipated alterations showing compliance with these Standards and all applicable Laws, including, without limitation, county building and zoning codes, and other restrictions and requirements of record. Unless otherwise agreed in writing by the Community Manager, all improvements must be completed within 30 days.
- (b) **Paved Areas.** Where the Community has provided a dedicated, paved parking area for the Homesite, Resident is responsible for maintaining that area and for repairing, at Resident's own expense, any damages caused by any Resident Party during the Lease Term. This obligation includes any oil spill or leak. In the event Resident wishes to extend this paving for use of a vehicle, Resident may do so at his/her sole cost and expense and only after obtaining written permission from the Community Manager. All work must be performed to specifications approved by the Community Manager in writing in advance.
 - (c) **Address Identifiers.** If not already in place, within 14 days of move-in, Resident shall affix to the front of the Home or Homesite identifying street numbers which are to be placed in an area consistent with those located on surrounding homes. Hand-written street numbers are not allowed.
 - (d) **Utility or Storage Sheds.** Resident shall not install any utility or other types of storage sheds on the Homesites without the prior written consent of the Community Manager. The proposed shed must have an attached floor and the type and size of shed (steel, vinyl, wood, etc.), method of securing the shed to the ground or other base, and location, must be approved in writing by the Community Manager prior to installation. Sheds which are not in good condition will not be approved. All sheds must be set on a flat, level surface and securely anchored to the ground, concrete slab or other platform approved by the Community Manager. Wherever required, a permit must be obtained from the local city or county building department and from the Community Manager before installing the shed. Size, construction and installation of any shed must be in compliance with all applicable state and local Laws, if any.

- (e) **Undeveloped Homesites.** When undeveloped Homesites are available, a Resident who places a Home on these Homesites may be required by the Community Manager to install utilities, a driveway that matches the construction of other Homesites in the Community, and sod the entire Homesite.

8. **VEHICLES.**

- (a) Resident acknowledges that the Community's streets may be private and not public thoroughfares.
- (b) If off-street parking is provided in the Community, then Resident and all Resident Parties must park their vehicles on such off-street parking. Provided there is adequate room, and unless otherwise designated in writing by the Community Manager, Resident is permitted a total of **2 vehicles per Homesite**. In the event there is not sufficient space, it is the responsibility of Resident to locate parking or storage outside the Community. All vehicles must have (i) liability insurance in the minimum amount required by applicable Law, and (ii) valid registration and license plates. Unless otherwise provided by the Lease, the street right-of-way may not be used for parking except for Guests, provided they do not remain more than 8 hours. No vehicle shall be parked in or on Common Areas, other than those areas specifically designated for parking, without prior written consent of the Community Manager. Unless expressly allowed by the Lease, parking on roadways within the Community or on lawns, swales, green areas or vacant Homesites or on undeveloped portions of the Community is strictly prohibited. Vehicles may not be parked on the grass at any time. Only vehicles licensed and used for daily personal transportation will be allowed to be parked in the Community. All other vehicles must be removed from the Community. The Community Manager will ban from the Community any vehicles that, in the Community Manager's sole judgment, interfere with the peace, privacy, and/or general welfare of Community Residents or with the appearance of the Community. Vehicles in violation of these Standards may be towed away without notice, or with such minimum notice as is required by applicable Law, at the registered owner's expense, payable to the towing service and not to Owner. Owner shall have no liability for any damage or inconvenience caused by the towing of vehicles parked in violation of these Standards. Residents are responsible for each Resident Party's vehicles complying with these Standards.
- (c) Other than basic cleaning, routine maintenance (adding washer fluid or engine oil, replacing wiper blades, etc.), or simple repairs (changing fuses or lightbulbs, jumpstarts, battery replacement, tire change to replace a flat, etc.), mechanical or other repair of vehicles, boats, or trailers is not permitted at a Homesite or elsewhere within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, or unpainted or which are missing external parts, are not to be stored on any Homesite or in any other area within the Community. Washing of Resident's personal vehicles is permitted subject to any applicable Laws. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes or repairs lasting no longer than 3 hours. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to immediate towing without notice, or with such minimum notice as may be required by applicable Law, at the vehicle owner's expense.
- (d) No truck larger than one-ton with a pickup bed will be permitted in the Community. All commercial trucks, buses, boats, off-road vehicles, campers, motor homes, step vans, trailers, or other large vehicles are not permitted in the Community unless stored in a designated area when and if such area is available and storage fees, if any, are paid.
- (e) Campers, motor homes, boats or delivery vehicles are permitted reasonable time for loading and unloading, but overnight stays are prohibited. No person may remain overnight or otherwise reside in the Community in any vehicle, camper, motor home or similar vehicle unless designated recreational vehicle (RV) parking is provided and applicable fees are paid.
- (f) ATV's, minibikes, dirt bikes, go-carts, or any motorized vehicles not properly licensed for use on public streets are prohibited in the Community. All permitted vehicles must have factory type quiet mufflers. No unlicensed off-road vehicles will be permitted within the Community.
- (g) Speed bumps, if installed, are a safety measure. Owner or the Community Manager is not responsible for any damage to property or personal injury resulting from contact with a speed bump.
- (h) Owner or the Community Manager is not responsible for any damage to property or personal injury resulting from contact with any potholes, rocks, dips, ruts or debris in or on a road, or other structures, obstructions or debris abutting any road.
- (i) Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe posted speed limits or, if no signs are posted, must observe a speed limit of 10 miles per hour and must obey all "stop signs" and other posted traffic controls. A FULL STOP must be made at all stop signs. Resident must inform all Resident Parties about the speed limit and these Standards applicable to Vehicles.
- (j) Skateboarding or long-boarding is prohibited in the Community, except in specifically designated areas, if any.
- (k) Bicycles, golf carts and pedestrians have the right of way, and must observe all traffic rules.
- (l) Only individuals having a current, valid driver's license or learner's permit may operate a motor vehicle in the Community.

9. **PETS.**

- (a) Pets are permitted only with prior written permission of the Community Manager and provided that Resident executes and delivers Owner's then-current Pet Addendum to the Lease, which may require payment of the applicable pet deposit and/or pet fee. Residents are required to formally apply to the Community Manager for permission to bring a pet into the Community before the pet is allowed to be brought into the Community. Owner reserves the right to make such decisions on a case-by-case basis. The Community Manager can at any time revoke approvals granted for pets based upon incomplete or inaccurate information, or a pet's behavior that is in violation of these Standards or the Pet Addendum, including but not limited any aggressive behavior, or bites or attacks on people or other pets.

- (b) Completion of the written application form by the Resident is required before approval of any pet will be considered. All information required on the application must be provided with complete detail as requested. Such items requested shall include, but are not limited to, the name of the pet, the breed, the adult size of the pet, the pet license tag number, current vaccination status, the name and phone of the veterinarian, the length of time that the pet has been with Resident, and any history of the pet as it pertains to barking, attacking, growling, biting, and other menacing behavior, or injuries or lawsuits resulting from its behavior. The application must be signed and dated by the Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Standards if the pet is not immediately removed.
- (c) When a written application is submitted, the Resident shall bring it to the Community Manager with proof that the pet has a valid and current pet license (if required by Law), and that the pet has received all required vaccinations. Resident shall also bring the pet to the Community Manager for a visual assessment. Resident is required to provide to the Community Manager with annual proof of a current pet license and vaccinations if required by local Law. It is the responsibility and obligation of Resident to bring copies of this documentation to the Community Manager within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.
- (d) No pet with a history of aggression, including biting or attacking any person, shall be allowed or approved. Any Resident or prospective resident who has previously been sued because of damages caused by any pet for which approval is being sought will be denied permission for such pet to be brought into the Community. A pet living in the Community that bites or attacks any person or other pet must be immediately and permanently removed from the Community. No dangerous breeds are permitted in the Community which includes, but is not limited to: Akita, Alaskan Malamute, American Bulldog, American Staffordshire, Bandog, Boerboels, Cane Corsos, Chow Chows, Doberman Pinschers, Dogo Argentino, Fila Brasileiro, German Shepherds, Great Dane, Mastiff, Presa Canarios, Rottweilers, Pit Bulls, Pit Bull Terriers, Siberian Husky, Staffordshire Terriers, Tosa Inu, and Wolf of Wolf Hybrids, or other hybrids containing any of the foregoing breeds. No exotic or farm animals are permitted in the Community. Residents must comply with all applicable Laws prohibiting dangerous or banned breeds, or other prohibitions against keeping other types of animals as pets.
- (e) Residents are liable for and shall defend, indemnify and hold the Owner's Related Parties harmless from all Losses and injuries caused by their pets (irrespective of whether such pets are on the Community with or without Owner's consent). In addition, Residents shall comply with all provisions of any rules, regulations, and ordinances of any governmental authority or agency and all applicable Laws with respect to dogs, cats and other pets.
- (f) Without the prior written approval of the Community Manager, pets belonging to Guests must be boarded outside of the Community.
- (g) Service animals as defined by federal and local law are permitted.
- (h) Assistance animals as defined by federal and local law may be permitted with reliable provider verification. Please contact your Community Manager for the necessary paperwork.
- (i) Pets are prohibited inside the Community office and inside other Community or recreation buildings or facilities.
- (j) Feeding of stray or wild animals is prohibited.
- (k) Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, the Community Manager may, but is not obligated to, first attempt to return the animal to its owner. In the event the Community Manager picks up the animal, a special service fee of \$25 will be charged to the Resident as Additional Rent.
- (l) Pets must be kept on leashes at all times when outside of the Home and may not be left unattended outside of the Home. Resident must restrain and control pet activity while in the Community and its Common Areas. Pets may not be tied outside or on a patio/balcony unattended. Birds must remain caged at all times.
- (m) Resident is responsible for immediate and proper cleaning up after and disposal of all pet waste. If Resident fails to comply with this Section, Owner may clean up the pet waste and impose upon Resident a separate waste removal fee of \$25 per pick-up which will be charged to the Resident as Additional Rent. Persistent failure by Resident to properly clean up pet waste shall be grounds for immediate permanent removal of the pet from the Community as provided in these Standards or applicable law. Owner may also pursue all other remedies provided under the Lease, at law or in equity, for Residents failure to comply with this Section.
- (n) In the event that Resident breaches any of the terms and conditions of this Section (including, without limitation, the failure to deliver a Pet Addendum), and such breach continues for more than ten (10) days after written notice from Owner, then, in addition to any of Owner's other rights and remedies under the Lease, at law or in equity, Owner shall have the right to require removal of, and to remove, the pet from the Homesite and the Community (without affecting the Lease or Resident's responsibilities and obligations under the Lease).

10. TRASH/GARBAGE.

- (a) All garbage must be bagged, placed in a garbage container and securely closed at all times. Yard trash and cuttings must be put in plastic bags containing no trash. Limbs must be tied in bundles measuring less than 3 feet in length. Cardboard boxes must be broken down flat. Trash containers should be stored off the street towards the back of the mobile home. Trash containers may not be placed at pickup locations any earlier than 6:00 p.m. the evening prior to pickup service, and containers must be removed from pickup locations within 24 hours of pickup service.
- (b) Items such as, but not limited to, feminine hygiene products (including those labeled "flushable"), condoms, metal, rubber, clothes,

plastic, paper towels, fabric, grease, disposable diapers, and the like are not to be disposed of in the Home or Community toilets or drains. Expenses of purging clogged sewer lines of such foreign objects shall be the burden of the Resident who occupies the Home or Homesite from which the foreign object originated.

- (c) The trash or waste removal company will pick up trash according to its own schedule and rules. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is Resident's responsibility to remove any trash the trash or waste removal company will not handle. Resident shall not dispose of hazardous waste in garbage containers or anywhere in the Community.

11. SATELLITE DISHES AND ANTENNAS.

- (a) Installation and placement of any outdoor reception device (satellite dish, antenna, or any other such device) ("ORD") must be first approved in writing by Community Manager, and must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable Laws and manufacturer instructions. Such device must be installed on the Home or on the ground of the Homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the Home in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible.
- (b) ORD may not obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may it be installed on or encroach upon any Common Area or restricted access area located within the Community. Due to safety concerns posed by winds and the risk of falling reception devices and masts, ORDs may only be as high as necessary to receive acceptable quality signals and no device may be installed that would extend higher than 12 feet above a roofline. Resident is responsible for the maintenance of the ORD and is liable for all Losses to any person or property caused by the installation, maintenance, or use of the device.
- (c) Upon the removal of the ORD or the termination of the Lease Term, Resident shall restore the Homesite to its original condition. If Resident violates any of these Standards, in addition to any other rights and remedies set forth in the Lease, the Community Manager may bring an action before the FCC or before any court of competent jurisdiction for declaratory relief and the Community Manager may recover from Resident a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these Standards. The Laws applicable to these Standards described above are subject to interpretation and change. Therefore, Resident is advised that future changes in Laws, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of ORDs.

12. RESIDENT CONDUCT.

- (a) Quiet hours are from 10 p.m. to 8 a.m. Sunday through Thursday ("Week Day Quiet Hours"); and 11 p.m. to 8 a.m. Friday and Saturday ("Weekend Quiet Hours"). If a federal, state or local holiday is formally observed on a day which is a Sunday through Thursday, then Weekend Quiet Hours shall be observed. In the case of the New Year's Eve holiday (U.S. observed), quiet hours shall not commence until at 1 a.m. on New Year's Day and ending at 6 a.m. that same day.
- (b) Noise or conduct that disturbs the peaceful enjoyment of the Community that is deemed a nuisance to other residents, or that materially interferes with the Community Manager's operation of the Community, or that constitutes a breach of the peace is prohibited. Loud noises, loud parties, yelling, screaming, other loud noise-making, and abusive or profane language outside the Home, or inside the Home if audible outside the Home, are not permitted at any time in the Community. The Resident Parties must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb, or interfere with other Community Residents peaceful enjoyment of their homes and the Community. Noise which can be heard outside the Home or Homesite from which it originates will be considered too loud. Written complaints filed with the Community Manager by other residents concerning noise or disturbances caused by any Resident Party shall be considered evidence of a violation of these Standards.
- (c) Residents and all Resident Parties shall not allow anything to be done on the Homesite or in the Home, including the operation of any equipment or machinery, that may result in personal injury or property damage to the Home, the Homesite or the Community, or that is disturbing to other residents. The Resident Parties shall not allow any activity that may constitute or create a liability on the part of Owner or interfere with the quiet enjoyment of other residents.
- (d) No alcoholic beverages or adult recreational substance may be used or consumed on or in any Common Area or recreational facility of the Community. Smoking or vaping is not allowed in the clubhouse, if any, or any other Community structure and is prohibited as otherwise provided by Law.
- (e) Residents will be held responsible for the conduct of all Resident Parties.
- (f) Residents, Occupants and their Guests are prohibited from verbally or physically harassing, threatening, intimidating, or otherwise menacing other Residents, Occupants, Guests, Community staff, vendors or third-party contractors. Residents and Occupants may receive violation notices for such behavior, including the actions of their Guests, and multiple violations will be grounds for eviction.
- (g) Illegal drugs and drug paraphernalia are strictly prohibited and will be reported to the local authorities.
- (h) Criminal activity is strictly prohibited and will be reported to the local authorities.
 - (i) No Resident Party shall engage in criminal activity, including drug-related criminal activity, on or near the Home, the Homesite, or anywhere in the Community. "**Drug-related activity**" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as defined by applicable Laws.
 - (ii) No Resident Party shall engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the Home, the Homesite, or anywhere in the Community.

- (iii) Resident shall not permit the Home to be used for, or facilitate criminal activity on or near the Home, the Homesite, or anywhere in the Community, including drug-related activity, regardless of whether the individual engaging in such activity is a Resident or a Resident Party.
 - (iv) No Resident Party shall engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable Laws) on or near the Home, the Homesite, or anywhere in the Community.
 - (v) No Resident Party shall engage in any illegal activity, including prostitution, criminal gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the Home, the Homesite, or anywhere in the Community, or any breach of the Lease that jeopardizes the health, safety, welfare or peaceful existence of Owner, the Community Manager, or other residents, or involving imminent or actual property damage.
 - (vi) A single violation of any of these Standards shall be good cause for immediate termination of the Lease. Unless otherwise provided by Law, proof of violation shall not require criminal conviction.
- (i) In addition to any other default set forth elsewhere in the Lease, Resident shall be in default of the Lease if:
- (i) during the Lease Term, Owner becomes aware that Resident or any Occupant commits or has committed a crime with respect to any Drug-related activity, sexual offense, crime against person or property, or any other felony (regardless of whether arrest or conviction occurs);
 - (ii) during the Lease Term, Owner becomes aware that Resident Party is or has been listed on a registry of sex offenders;
 - (iii) during the Lease Term, Owner becomes aware that any Resident Party has been convicted of a crime involving any Drug-related activity, sexual offense, or crime against a person or property; or
 - (iv) Owner reasonably believes that any Resident Party is participating in, or has participated in, gang-related activity, or is or was otherwise associated or affiliated with gang-related activity.
- (j) Open fires and fire pits are prohibited on or near the Homesite or the Community.
- (k) Firearms, paint ball guns, air rifles, bows and arrows, slingshots, bb guns, other forms of weaponry capable of firing dangerous projectiles, or fireworks, may not be discharged anywhere in the Community.
- (l) Residents shall not loiter or wander on the streets of the Community after the hour of 9:00 p.m.

13. SOLICITING OR PEDDLING, AND COMMUNITY NOTICES. In order to preserve and protect the privacy and peaceable enjoyment of Homes, Homesites, and the Community by Residents, soliciting or peddling, including door-to-door solicitation and peddling, is not permitted anywhere in the Community. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to the Community Manager, may from time to time, and only upon prior written permission of the Community Manager, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by the Community Manager. A Resident may provide to the Community Manager for posting a single flyer or other notice provided by a Resident advertising items for sale, the formation of clubs, rideshares, child play groups, local area activities or other matters of interest to the Community on a board, wall or other designated area located in a Common Area or the Community Manager's office. The flyer or notice will remain posted for a period of two weeks, after which the flyer or notice will be removed without further notice. The Community Manager, in his/her sole discretion, may refuse to post flyers or notices which violate federal, state, or local law, or are otherwise deemed inappropriate, or remove flyers or notices posted without the Community Manager's approval. The Community Manager may use this board or wall to post general notices advising Residents of upcoming events or inspections unless otherwise prohibited by law.

14. BUSINESS. No business or commercial enterprises shall be permitted to be operated by any Resident Party from or within the Home or Homesite, or elsewhere in the Community, with the following exceptions: (a) babysitting for compensation, although a commercial enterprise, is permitted so long as it is performed occasionally or sporadically and does not involve excessive vehicle traffic within the Community; however, if complaints about babysitting activities are received by the Community Manager, Owner reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident; (b) telecommuting or e-commuting, and bookkeeping or other solely administrative type of work related to a business or commercial enterprise conducted outside of the Community, although a commercial enterprise, is permitted so long as it does not result in business-related traffic to the Home or Homesite; however, if complaints about such activities are received by the Community Manager, Owner reserves the right, in its sole and exclusive discretion, to prohibit future activities by the offending Resident; and (c) lemonade or other beverage "stands" operated by Residents under the age of 12 and supervised by a Resident Adult. Signs advertising businesses or activities are prohibited on the Home or Homesite, or elsewhere in the Community; lemonade or beverage stand signs may be placed on the stand itself.

A "business" also includes any commercial enterprise which: (i) is required to be licensed by applicable Law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the Home; (iv) includes door-to-door canvassing of Community residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its residents; or (vi) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, subleasing, renting or other business use.

15. WEAPONS. Unless permitted by Law, the possession or display of weapons in the Community, including but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, bb guns, or any other type of weapon by any Resident Party, is strictly prohibited.

16. GUESTS AND OCCUPANTS. Guests and Occupants are not permitted to stay in the Community for more than 14 consecutive days.

Guests and Occupants shall not be permitted to reside or stay in the Community in the absence of the Resident. Guests and Occupants 18 years of age or older staying with a Resident in excess of 14 consecutive days shall be considered an applicant for residency in the Community, and shall be subject to these Standards including, but not limited to, the obligation to make an Application for Residency and to satisfy the requirements of residency. The Community Manager has the sole discretion to determine whether a Guest or Occupant has exceeded the 14 day limit. Upon written notice by the Community Manager, a Guest or Occupant that either fails to apply for residency, or whose application is rejected, must vacate the Community within 24 hours of a written demand to vacate. Guests or Occupants who fail to vacate the Community upon request by the Community Manager are subject to immediate eviction proceedings in addition to all other remedies available at law or equity.

- 17. USE OF RECREATION FACILITIES.** The use of recreational facilities and/or other amenities (pools, playgrounds, clubhouses, picnic areas, etc.) is a privilege and not a right. As such, their availability is not a bargained for consideration with regard to entry into the Lease with Owner. The use of such facilities may be limited or restricted by the Community Manager, in his/her sole discretion, and may be closed from time to time as necessary in the Community Manager's judgment for appropriate cleaning and/or repairs, and no such closures shall be grounds for abatement of rent. Rules posted in the Common Areas will be strictly enforced, and the Community Manager shall have the right to bar usage of such facilities to any person based upon such person's prior conduct. The Common Areas and other recreation facilities are provided for use by Resident Parties on a "USE AT YOUR OWN RISK" basis. For the safety of our Residents and Resident Parties, the use or consumption of alcoholic beverages, adult recreational substances, or medications affecting a person's ability to safely use the recreation facilities is prohibited in or around the recreation facilities within the Community.
- 18. COMPLAINTS AND NOTICES.** All complaints must be made in writing, signed by the Resident, and delivered to the office of the Community Manager. If Resident has any complaints, recommendations, etc., please discuss them with the Community Manager.
- 19. MAINTENANCE REQUESTS; NOTICE OF DAMAGE.** All requests for Community maintenance must: (a) be submitted to the Community Manager in writing at the Community office; (b) reflect the date of submission; (c) state the nature and location of the maintenance activity requested; and (d) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by the Community Manager. In the event Resident becomes aware of any item on the Home (Community owned homes only), Homesite, or elsewhere in the Community that is damaged, malfunctioning or otherwise in need of repair, Resident shall, within 48 hours (or, in the event of a health or safety hazard or other emergency, immediately), notify the Community Manager. In the event that Owner makes repairs that were caused by any Resident Party's negligence or breach of the Lease, then Resident shall be liable to Owner, as Additional Rent, for Owner's actual costs and expenses incurred in connection with such repairs, together with any lawful hourly labor charges that Owner may impose from time to time.
- 20. REMOVAL OF A HOME.** Written permission from Owner is required prior to any move of a Home either into or out of the Community. A Homeowner must give Owner at least **30 days' advance written notice** of Home Owner's intent to remove a Home from the Community. After written notice is received, Home Owner, or a licensed transporter or hauler ("**Hauler**") acting on behalf of Home Owner, must, at least ten (10) business days' prior to the move: **(a)** pay to Owner a refundable \$1,000.00 Homesite damage deposit which will be refunded to payor within 30 days after the Home is removed minus amounts withheld, if any, for costs related to the disposal of remaining debris or abandoned personal property, repair of damage to the Homesite or other areas of the Community, and/or all other action required by Owner to return the Homesite and any other areas to their condition prior to the Home's removal; **(b)** provide to Owner proof of insurance showing that Hauler has in effect on the date of the move comprehensive general liability coverage in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and naming Owner as an additional insured; **(c)** provide to Owner a copy of Hauler's state, and if applicable, local license; and **(d)** schedule a move-out date and time with Owner, so that Owner may plan for the move and minimize disruption to the Community. Only a Hauler properly licensed by the state where the Home is located will be permitted to enter the Community and remove a Home. Owner may, in its sole discretion, require Hauler to execute additional documentation prior to entering the Community and moving a home, including its Contactor Package, to ensure Hauler's qualifications, licensure, and ability to safely remove a Home. Unless otherwise agreed to in writing by Owner, moves are only permitted between 9:00 a.m. and 4:00 p.m. (local time) so Owner may be present or have an inspector present. All Homesite Rent and other charges billed by Owner to Resident, including but not limited to utilities, trash service, storage, parking fees, municipal fees, fines, taxes, etc., **must be paid in full through the date of move-out** or Owner will deny Hauler access to the Community and the Homesite until such amounts are paid by certified funds. **ALL LIABILITY ASSOCIATED WITH A MOVE-OUT IS THE SOLE RESPONSIBILITY OF RESIDENT.**
- 21. VIOLATIONS OF STANDARDS.** VIOLATION OF ANY OF THESE STANDARDS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION AND BREACH OF THE LEASE AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF THE LEASE.
- 22. STANDARD OF DECISION.** Unless otherwise expressly provided in these Standards or required by Law, if Owner has discretion with respect to any matter, or any consent or approval is to be made by Owner, such discretion, consent or approval shall be in Owner's sole and subjective discretion.
- 23. SPECIAL EXCEPTIONS.** The Community Manager reserves the exclusive, unrestricted right to grant special exceptions to these Standards when, in the sole discretion of the Community Manager, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Community Resident, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other residents of the Community.
- 24. CONFLICTS.** To the extent that any Laws impose any requirement on Owner or Resident that are contrary to any provision of these Standards, or prohibit the inclusion in any lease or rules any provision included in these Standards, these Standards shall be deemed to be amended so as to comply with such Law. The reformation of any provision of these Standards shall not invalidate the remaining Standards. If an invalid provision cannot be reformed, it shall be severed and the remaining portions of these Standards shall be enforced as written.

BY SIGNING BELOW, RESIDENT ACKNOWLEDGES THAT HE/SHE:

Initials _____ / _____ / _____ / _____

- (A) HAS RECEIVED A COPY OF THE STANDARDS FOR RESIDENT'S PERSONAL RECORDS;
- (B) HAS READ AND UNDERSTANDS THE STANDARDS;
- (C) AGREES THAT THEY ARE REASONABLE, AND RELATED TO THE HEALTH, SAFETY, AND UPKEEP OF THE COMMUNITY;
- (D) AGREES TO BE BOUND BY THEM; AND
- (E) UNDERSTANDS THAT, UNLESS PROHIBITED BY LAW, ANY VIOLATION OF THE STANDARDS IS A DEFAULT UNDER THE LEASE BY RESIDENT, IS GROUNDS FOR TERMINATION OF THE RESIDENT'S LEASE, AND WILL RESULT IN EVICTION FROM THE COMMUNITY UPON WRITTEN NOTICE OF SUCH VIOLATION, BREACH, OR DEFAULT GIVEN BY MANAGEMENT.

RESIDENT FURTHER UNDERSTANDS AND AGREES THAT THESE STANDARDS MAY BE CHANGED FROM TIME TO TIME BY OWNER WITH ADVANCE WRITTEN NOTICE WHERE AND AS REQUIRED BY LAW.

OWNER/OWNER'S AGENT:

Title: Agent *Date*

RESIDENTS and OCCUPANTS:

Signature *Date*

Signature *Date*

Signature *Date*

Signature *Date*

Signature *Date*

Signature *Date*