

RULES AND REGULATIONS

KOSMO VILLAGE

1. **Acknowledgement of Community Rules and Regulations.** Tenant hereby acknowledges reading, understanding, and agreeing to abide by the COMMUNITY RULES AND REGULATIONS and all state, county, city/township law and ordinances. Ignorance of a Rule or Regulation cannot be accepted as an excuse for violation.
2. **Management Approval.** All prospective residents must complete a RENTAL APPLICATION and meet application approval criteria to be approved by management before residency is granted. Management has the right to reject tenancy due to false or misleading statements on the rental application.
3. **Residency.** Maximum occupancy within a mobile home in the community shall be no more than two (2) persons per bedroom.
4. **Amendments.** From time to time, rules may be changed or additional rules may be added. In such an event, the rules will be posted within the community. Prior to implementation, a sixty (60) day written notice of the proposed amendment will be forwarded to Tenant. Any new rules or regulations will be considered a part of the Rules and Regulations set forth herein and will be enforced accordingly. New or altered rules will be effective sixty (60) days after posting and delivery.
5. **Notice of Rule Violation.** Management will contact residents who violate a regulation by means of a personal visit, a telephone call, and/or a NOTICE OF RULE VIOLATION. It is expected that residents will correct the violation within the amount of time noted on the violation. Failure to correct the violation or constant violation could lead to eviction proceedings.
6. **Acceptance of Rent/Late Charge and Delinquent Notice.** Rents are to be paid monthly. Rent is due on the first day of each month. A Late Charge of ten dollars (\$10) per day will be charged to all Tenants whose rent is not received by Management on or before the fifth day of the month. If Tenant chooses to pay their rent with a personal check, a charge of thirty-five dollars (\$35) will be assessed against any check that is not honored for any reason. Payment will only be accepted with your personal check, money order, cashier's or certified check. However, in the event a check is returned not paid for any reason or proceedings are instituted to enforce Management's rights, only certified funds or a money order will be accepted for payment. **FOR SAFETY REASONS, CASH IS NOT ACCEPTED FOR ANY REASON.** If Tenant fails to pay rent or other charges on or before the fifth day of the month, Management will issue a Notice to Pay or Quit requiring the Tenant to remove their home from the community. If the Tenant at any time shall default under the Rules and Regulations and/or the Lease Agreement and if Management shall institute an action or summary proceedings against the Tenant based on such default, then the Resident will reimburse Management as such can be allowed by law for the expenses incurred by management and that so long as the resident shall be a Tenant hereunder, the amount of such expenses shall be deemed to be additional rent, and shall be due from the resident to Management on the first day of the month following the incurring of such respective expenses.
7. **Placement of Manufactured Homes.** No manufactured home shall be placed anywhere in the Park except under the supervision of a Park attendant as approved or assigned by management. No manufactured home may be moved off the Premises until the Tenant has made arrangements for such removal with the Landlord. Each manufactured home must be anchored to its lot by safe and stable anchors. No manufactured home may be moved into or out of the Park except by movers approved by the Landlord.

Tenant must register at the Park office prior to the manufactured home's arrival in the Park. Tenant shall notify the Landlord of the licensed manufactured home mover who is to handle the manufactured home, and the dates of any move into or out of the Park. When moving out, the Tenant shall remove any steps, porches, oil tanks, sheds or other appurtenances. Only qualified personnel shall remove the inground anchors to which the tie down straps of the manufactured home are attached. Tenant shall be present at the time the manufactured home is actually moved from the Park, and the manufactured home shall be the last thing moved after the Landlord has checked the lot and given clearance to leave.
8. **Digging.** NO PLANTING OR DIGGING may take place ANYWHERE on the premises or elsewhere within the Park without the Landlord's prior written consent. CERTAIN ELECTRICAL LINES CARRY AS MUCH AS 440 VOLTS.

9. **Care, Appearance and Standards of Manufactured Home and Site.**

- (A) **Maintenance.** The Premises (including the yard and the manufactured home contained thereon) must be regularly maintained and repaired, and kept in a neat, clean and sanitary condition, all in a manner, which is acceptable to the Landlord. All grass and shrubbery on the Premises must be regularly cut or trimmed. No boxes, bottles, cans, cigarette butts, leaves, building materials, tires, appliances or other unsightly debris may be left outside of the manufactured home or anywhere within the Park. The patio may not be used for storage of any kind. The Landlord shall approve style, size and placement of storage sheds. If a Tenant fails to maintain his Premises in the foregoing manner, the Landlord may do so at the Tenant's expense at the rate of \$50 for yard maintenance or \$35 per hour plus expenses (i.e., dump fees) for lot cleanup after move out.
- (B) **Garbage.** Garbage is collected at least once a week from the dumpsters. No trash cans are allowed on individual lots or the street. The dumpsters are intended for home trash of residents only. Tenants will not bring trash in from their workplace. Tenants must place all trash inside of the dumpster. Bags of trash must not be placed on top of the dumpster. Items must not be left beside the dumpster. Trash that does not fit in the dumpster without hanging out of the sides or top of the dumpster must be disposed of properly at the local landfill by the Tenant. If the Tenant fails to do so, the Landlord may do so at Tenant's expense at the rate of \$35 per hour plus expenses (i.e. dump fees). The doors and lids on the dumpsters must be closed after use. There is to be no trash, clutter, debris, leaves, sticks, brush, etc. dumped into the wooded areas in or around the Park. If a Tenant is found to have dumped items into the wooded areas, the Landlord will remove these items at Tenant's expense at the rate of \$35 per hour plus expenses (i.e. dump fees).
- (C) **Skirting.** Vertical interlocking vinyl type skirting, with BOTH top and bottom rails, which is specifically manufactured for manufactured homes must be professionally installed around the manufactured home within thirty (30) days after the manufactured home is placed on the lot. Hitches must be removed from the manufactured home or skirted within thirty (30) days after the manufactured home is placed on the lot. The Landlord may require removal of the hitch within thirty (30) days after placement of the manufactured home on the lot, if in its/his/her discretion, it is determined that the lot is too small to accommodate the hitch. Hitch crank handles should be wound completely down and encased behind or beneath the skirting. Such preexisting manufactured home which were skirted at the time these Rules and Regulations are adopted shall be required to skirt the hitches or remove them.
- (D) **Planting.** No tree, shrub or other plant may be removed from the Premises by a Tenant or any other person at any time, regardless of whether it was planted there by such person. All such trees, shrubs or other plants shall be the Landlord's property, and shall be left on such Premises at the termination of each Tenant's Lease. Watering of yards is not permitted; reasonable watering of individual plants is permitted. A fee of ten (\$10.00) dollars every two (2) weeks must be paid in advance to the management office so that a written and signed permit may be issued for each two (2) week period. The placement of any plant expected to exceed three (3) feet in height or width must be approved by Landlord.
- (E) **Fencing.** No fencing may be placed or erected within the Premises without prior written approval from Landlord.
- (F) **Clothesline.** No clothesline or similar device may be placed or kept anywhere within the Premises. Existing clotheslines, having been pre-approved in writing by management, are permitted to remain.
- (G) **Permanent Taping of Waterpipes.** All water pipes lying above the ground and the water connection within the premises must be permanently wrapped with heating tape, in accordance with the Landlord's instructions, prior to a Tenant's occupying the premises. All such tape must be operated continuously from October 15 to April 15 each year, and at any other time when there is a danger of freezing. Each Tenant will be held responsible for any damage to his own lines or to Park lines or equipment caused by his failure to keep the lines properly taped. Tenant will be charged Landlord's cost to repair lines or equipment, along with a minimum burst line charge of twenty-five (\$25) dollars. **UNDER NO CIRCUMSTANCE SHOULD WATER BE RUN TO PREVENT FREEZING.**
- (H) **Satellite Dishes.** No television, citizen's band radio or other antenna or satellite dish may be attached to the exterior of a manufactured home or otherwise placed within the Premises without the landlord's written consent.
- (I) **Storage Tanks.** No oil storage tank larger than one having a 275 gallon capacity shall be kept anywhere within the lot of any manufactured home entering the Park after adoption of these Rules. Any such tank permitted within a lot by the foregoing shall be kept at that end of the lot which is farthest from the street, and shall be maintained at all times in a rust-free condition. All such tanks shall be kept painted white or silver, with exterior grade paint.
- (J) **Address.** Each home must have the address attached in numerals at least four (4") inches high and clearly visible from the street.

- (K) **Windows.** All windows and doors are to be in good condition. Broken windows are to be repaired immediately. No plastic or plywood is to be used for replacement. Window blinds must be in good condition, and must be repaired or replaced if broken and visible from the Community.
- (L) **Steps.** Steps leading to entry doors are to be constructed of treated wood or formed concrete steps (not cinder blocks), with handrails on all exposed sides as specified by Hanover County. A handrail must be attached. Steps are to be maintained in a safe and attractive manner. Fiberglass steps are not permitted.
- (M) **Utility Connections.** Homes must be serviced by water and electricity. Utility connection within the home are the sole responsibility of the Tenant. They are to be maintained in a good, safe and leakproof condition at all times. Any tampering or altering of these connections is strictly forbidden. The outside main electrical line must be buried in the ground and installed in conduit where it leads to the home and must meet local code. Water service to the home shall be connected by semi-rigid tubing, such as copper tubing or approved plastic piping as per county code.
- (N) **Fire Prevention.** All homes are to contain at least one (1) fire extinguisher with a minimum 2A-10-B-C rating and a smoke detector, both approved by a nationally recognized independent testing laboratory. All homes are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn mowers, etc. under your home.
- (O) **Firewood Storage.** For those mobile homes containing a wood stove (meeting Hanover County requirements and regulations), firewood is to be stored at the rear of the home and is limited in size to a pile 2 ft. wide X 8 ft long by 4 ft. high; at least 12 inches off the ground. It must not interfere with proper spacing requirements between homes.
- (P) **Patio/Lawn Furniture.** Tenants shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture must be stored when not in use.
- (Q) **Damage.** Tenants shall be responsible for any damages caused by him/her, his/her spouse, children, guests, or pets.
- (R) **Water.** Because the water for Kosmo Village is provided by the county, there will be no car washing in the park. This includes mobile homes unless using a power sprayer and a ten dollar (\$10) fee is paid in advance for extra water usage while cleaning the home. No type of pools will be allowed. Garden "ponds" must be approved in writing by management.
- (S) **Disposal.** Tenant must meet all Federal, State, and Hanover County regulations of safe storage of hazardous materials such as paints, thinners, solvents, petroleum products, etc.
- (T) **Tree/Leaf Removal.** All tree removal must be approved by management. Trash and leaf burning are not permitted. Tenant is responsible for keeping their yard free of leaves, sticks, and debris all year long. Please pile leaves (no sticks, rocks, debris, or animal feces) at the edge of the road in your yard on designated days. They will be picked up by the Park at designated times in the fall. Tenants who fail to place their leaves at the roadside during these designated times or during the off season, will be responsible for collecting, bagging, and discarding the leaves on their own. Leaves may not be placed in the woods.
- (U) **Yard Maintenance.** Tenant must maintain yard of the premises in a manner acceptable to management. If maintenance is not acceptable, management reserves the right to have such yard properly maintained and to assess Tenant a fee of fifty dollars (\$50) for the cost of such maintenance.
10. **Speed Limit.** THE SPEED LIMIT WITHIN THE PARK IS FIFTEEN (15) MILES PER HOUR. The Park's roadways must accommodate both vehicular and pedestrian traffic; therefore, each Tenant will be held responsible for STRICT observance of such speed limit by the Tenant, his Approved Occupants, and their visitors and guests, and should save himself from embarrassment, prosecution or termination of the Lease by so notifying them. Tenants shall use their brakes instead of their horns whenever possible.
11. **Termination of Tenancy.** If a Tenant desires to vacate his Premises in accordance with the provisions of this Lease, he MUST notify the Landlord, IN WRITING, of his desire to do so by no later than sixty (60) days PRECEDING the termination date and must make arrangements for such vacation with the Landlord.
12. **Rights to Space and Transferability.** The right to occupy a home is not transferable with the sale or transfer of the mobile home. The Tenant further agrees that they will not assign or sublet without written consent of Management. Management requires that all prospective Tenants complete a RENTAL APPLICATION. A personal interview, credit analysis, and criminal history check is also required of the prospective purchaser, assignee, transferee or sublessor prior to a change in occupancy in the mobile home. Furthermore, prior to the transfer of possession of your mobile home, Management must inspect the site and exterior of the home to confirm that it meets Community Standards. All items needing attention, weather permitting, must be corrected prior to Management's final authorization of resale. One 18" x 12" "For Sale" sign may be placed inside the front window of the home, but only after an inspection fee of ten dollars (\$10.00) has been paid. **NO OTHER SIGNS**

ARE PERMITTED ON ANY HOME OR SITE WITHOUT PRIOR WRITTEN APPROVAL FROM MANAGEMENT.

13. **Removal of Mobile Home.** All rents and other applicable charges to Management must be paid in full prior to moving the home from the community. Residents must provide Management with at least sixty (60) days written notice of their intent to remove the home. Any Tenant who should remove their home is responsible for removal of all trash, steps and other discarded materials. The home site must be left in a clean and neat fashion. Any expense incurred by management in restoring the site to its original condition will be charged to the resident. Community Management and owner assume no responsibility in the event that a dealer, bank, or other secured party should opt to remove the mobile home of a Tenant from the community, except for Management's failure to perform a duty or negligent performance of duty as implied by law.
14. **Advertising, Soliciting & Commercial Business.** Advertising, soliciting or delivering handbills are not permitted without securing a written and signed permit from the management office. Management reserves the right to communicate with Tenants through the distribution of written materials from time to time. No commercial enterprise or business may be conducted in the community without prior written approval of Landlord. Any such business may not cause any increase in traffic in the community or be visible from the exterior of the home.
15. **Trespass.** Management shall have the right of entry onto the home site for the purposes of repair and replacement of utility, to perform resale inspections, for periodic site inspections, and protection of the Mobile Home community at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with Tenant's quiet enjoyment of said leased premises. Management shall have no right of access to a mobile home, unless the Tenant's prior written approval has been obtained or, to prevent imminent danger to the occupant(s) of the mobile home. Tenant also agrees that Management shall have right of entry, with Tenant's prior written approval, which shall not be unreasonably withheld, to inspect water pipes and plumbing apparatus to ensure the absence of leakage, damage to the unit and damage to the site.
16. **Conduct & Criminal Activity.** It is requested that all Residents respect the rights of others to enjoy the quiet and peaceful use of the community. Excessively loud talking, abusive language, shouting, radio, television, stereos, loud vehicles, and other disturbing noises are not permitted.

The Tenant, any member of the tenant's household, or guest shall not engage in or facilitate criminal activity, including drug-related criminal activity, on or near the premises. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance. Tenant or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest. Tenant, any member of Tenant's household, or guest shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the premises. VIOLATION OF THE ABOVE PROVISIONS SHALL BE MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. Any single violation of any of the above provisions shall be deemed a serious violation and a material noncompliance of the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

17. **Personal Safety.**
- (A) All Tenants are advised to exercise proper care and safety to ensure against accidents occurring in and around the mobile home, the home site, and surrounding community. Please note that you are responsible for the actions of your children and guests, as provided by law.
 - (B) Please take extra care when around any body of water within the community.
 - (C) It is the responsibility of the Tenant to monitor radio and/or television for severe weather warnings.
 - (D) Adherence to "Children Playing," "Speed Limit," and other signs of this nature is a must.
 - (E) Resident shall furnish Management with the name, address and telephone number of a person to be notified in case of an emergency.
18. **Children.** Parents and legal guardians are responsible for the actions of their children according to applicable local ordinances and state laws.
19. **Disclaimer.** Management disclaims responsibility for accident, or injuries, to Tenants, their family members, or guests which may occur within this community except for Management's failure to perform a duty or negligent performance of a duty imposed by law. Furthermore, damaged or lost property resulting from fire, theft, wind, floods or any other act of God which is beyond the control of Management is also specifically disclaimed except

for Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

20. **Pets.** Tenant may have the pets as provided for in the Lease signed simultaneously herewith. Failure to abide by the following Rules and Regulations regarding the pets will result in loss of the privilege.
- (A) Tenant must register and show proof of rabies vaccinations and any other shots required by law. Pets which are approved shall be considered to be on a ninety (90) day probationary period and removal is imminent if the pet owner ignores their responsibility.
 - (B) Pit bull breeds/mixes will not be permitted in the Park and the Landlord reserves the right to refuse acceptance of or require removal of any other pet or breed that is deemed to be dangerous. Residents are solely and totally responsible for the behavior of their pet. Noisy, unruly, or dangerous pets will not be allowed to remain in the community.
 - (C) Residents are required to clean up their pet's defecation on the home site and while walking their pet. If the Tenant fails to do so, the Landlord may do so at the Tenant's expense at a rate of \$50 for the removal of feces from the lot or \$25 for the removal of feces from common areas.
 - (D) Pets running at large may be picked up by the Animal Control Department.
 - (E) Pets are not allowed in the playground or in any areas where people may congregate.
 - (F) Management reserves the right to reject exotic pets such as snakes or wild animals or other animals which, in Management's sole discretion, may be dangerous to others within the community. These animals may not be kept within the confines of the community.
 - (G) Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by residents or their guests, except for Management's failure to perform a duty or negligent performance of a duty imposed by law.
 - (H) Because of livestock in the rear portion of the Park, any dogs crossing into posted area is subject to being shot and disposed of by Hanover County Animal Wardens.
21. **Firearms and Explosives.** There will be absolutely no BB guns, air guns, firearms, bows and arrows, fireworks, or similar devices discharged within the confines of the community.
22. **Snow Removal.** Snow removal is the responsibility of the Tenant. Snow and ice are to be removed from all sidewalks, steps, parking areas and patios on the home site.
23. **Winterizing Home.** Any winterizing of homes such as plastic being used for storm windows, or insulating the skirting, etc. must be on the interior of the home. There will be no temporary exterior attachments of any nature.