

**CIRCLE K MOBILE HOME PARK
RULES AND REGULATIONS FOR TENANTS, OCCUPANTS, AND GUESTS**

55+ Community

The purpose and intent of this document (hereinafter Rules and Regulations) is to provide tenants with a pleasant community atmosphere for enjoyable living at Circle K Mobile Home Park (hereinafter Circle K). Further, these rules are to ensure that both state and local laws are complied with and to promote the convenience, health, safety, and welfare of all tenants in the community. Please carefully review these Rules and Regulations in order to ensure that you comply with each provision.

1. Mobile Home and Space Appearance

- a. Tenant shall maintain Tenant's lot, mobile home, all landscaping, structures, improvements, and other things attached to, or placed thereon, in good condition or repair, in a neat, clean, attractive, and well-kept fashion. Garbage shall only be kept in a standard designated garbage receptacle. Concrete or asphalt patio slabs and driveways shall be kept free of oil, grease, and paint. If Tenant does not comply, Tenant shall be given 15 days' notice to come into compliance. After which, if the deficiencies are not corrected, Circle K may cause the deficiencies to be remedied, bill Tenant for such work, and Tenant shall pay such bill within 5 days.
- b. When Tenant is away, it is Tenant's responsibility to have someone maintain Tenant's mobile home and lot.
- c. Landscaping: Tenant is responsible for maintaining Tenant's space and shall keep the space in good condition. Any landscaping changes, including digging, shall have prior written approval of Management. The lawn on Tenant's lot shall be neatly and regularly mowed and trimmed by Tenant, and Tenant shall not permit lawn on Tenant's lot to become overgrown and unsightly. Tenant shall maintain landscaping and lawn on Tenant's lot in good condition and Tenant shall remove all dead or diseased plants or bushes. Tenant shall pull or destroy weeds and any other noxious plants, which tend to spread by root or seed on Tenant's lot and shall not permit them to go to seed. Management shall determine in Management's discretion what are defined as weeds and noxious plants. Trees and bushes shall also be regularly and properly trimmed.
- d. Storage of materials and miscellaneous items of any kind shall not be permitted to accumulate or be stored on any part of a lot outside of approved storage buildings. Yards, lawns, patios, decks, and carports shall not be used for storage. All items not storable in a shed or home must have appropriate form fitting covers. Plastic tarps are not permitted. All refuse and debris must be picked up and disposed of on a regular basis. Any outdoor patio furniture, barbeque, etc. must have prior written consent from Management.
- e. Tenant shall keep and maintain Tenant's home and accessory structures, including any carport, fence, porch, deck, and storage unit in clean and good order and repair at all times. **Water/sewer lines need to be covered by an appropriate wood or metal structure.** Any and all damage shall be repaid immediately. Painted areas shall not be allowed to peel or become weather-beaten. Exteriors shall not be allowed to become mildewed or stained. This includes, but is not limited to, damage to the siding, awning supports, downspouts, skirting, porch, or storage shed. Gutter cleaning is encouraged to avoid permanent stains. Because major repair and painting can cause damage to the property of others if not properly conducted, Tenant is required to obtain Management's written consent before undertaking such action.

- f. Skirting acceptable to Management must be installed within sixty (60) days after occupancy of space. Skirting must be repaired immediately if damaged. All skirting on homes and storage units needs to be solid so that small animals cannot get underneath.
- g. Tenant is responsible for purchasing and placing space number (at least four (4) inches high) on Tenant's home, on the side facing the street approximately eighty-four (84) inches from the ground. This number needs to be visible for fire and police departments in cases of emergency.
- h. A new Tenant bringing a mobile home into Circle K is required to obtain any and all construction permits and be completed with all things associated with move-in within 15 days.
- i. No trailer, tent, or other structure shall be erected, altered, placed, or permitted to remain within Circle K either temporarily or permanently.
- j. Existing drainage patterns and grading of the lot may not be changed without Management's written consent; however, Tenant must divert surface water away from Tenant's mobile home. Circle K is not responsible for any drainage problems encountered by Tenant, or for any subsequent re-leveling or adjustment required on the mobile home, awning, or Tenant's improvements as a result of soil expansion or contraction, tree roots, and/or any other reason. Any grading, shaping, or filling for the lot shall be at Tenant's expense.
- k. **Mobile Home Owners Insurance, with debris removal (insured property), is required. Proof of insurance must be provided to Management upon move in, in January and July of each year, and at any other time as requested by Management.**

2. Alterations and Additions

- a. No alterations to the mobile home of Tenant or additions of rooms, cabanas, enclosures, decks, porches, hot tubs, utility buildings, etc., shall be made to the mobile home or lot without first being submitted in writing and obtaining signed approval from Management. Tenant shall provide drawings and other specifications sufficient to accurately describe the work proposed. Strict adherence to applicable codes must be had in order to maintain the quality of appearance of Circle K. Only manufactured accessory equipment, structures, and appliances are permitted, or a shingled roof, and no such "homemade" equipment, structures, or appliances may be installed.
- b. Building permits, licenses, and other similar permission from governmental or quasi-governmental bodies or agencies are required, and must be obtained prior to construction or installation. All such work, equipment, structures, and appliances must comply with all federal, state, and local laws. Only licensed contractors may install items, which are required to be connected to the electrical, gas, sewage, or water connections. Painting of Tenant's mobile home requires prior written approval of Management.
- c. Tenant must show Tenant's building permits, licenses, and other similar permissions to Management before commencement of work may begin.
- d. No fencing or screening will be permitted without the written consent of Management. No fence, hedge, or barrier shall have a height greater than seventy-two (72) inches above the finished surface on which it is located or constructed to extend nearer to any street than the minimum setback line.
- e. Clotheslines are allowed but must be taken down or closed when not in use.
- f. No awnings, shades, screens, blinds, or other similar items which are made of stainless steel, plexiglas, corrugated metal, plastic, or other material of similar appearance, shall be located outside Tenant's mobile home.

3. Utilities

- a. Water and sewer lines shall be of rigid material from the point of connection to Circle K facilities and/or water meters, and maintained in good order and repair. Connections shall comply with applicable federal, state, and local laws. Garden hoses are not acceptable for water connections. Tenant shall not permit water to run or leak continuously from any faucet or water line.
- b. Heat tape must be used on all exposed water pipes. Repair of frozen pipes is the sole responsibility of Tenant.
- c. **Only human waste and toilet paper may be disposed of in the sewer system. All other materials are strictly prohibited.** Tenant shall pay for any and all damage or plumbing costs resulting from the disposal of any items into the sewer system.
- d. Most utilities are underground. Do not dig or drive posts or stakes without first consulting Management.
- e. Tenant will be financially responsible for any damage caused by digging.
- f. Any satellite dish or antenna must be approved in writing by Management prior to installation.
- g. The yard waste containers are for yard waste only. No plastic bags or other refuse are to be disposed of into the yard waste containers. Do not leave yard waste outside of the container. Any clippings or like yard waste must be cut to fit into the containers. Extra containers are allowed.
- h. Garbage service is mandatory. Garbage cans must have Tenant's space number visibly posted on them. All garbage must be placed in plastic trash bags and kept inside of the garbage cans. Lids must be kept on the garbage cans at all times. Garbage cans must be out no later than six (6) a.m. on the day in which garbage is picked up. Any and all recyclable items should be screened from view during the week. Tenant must dispose of large items, such as furniture, or garbage exceeding the capacity of Tenant's garbage can.
- i. Tenant is responsible for Tenant's own garbage. Tenant is not to leave any garbage or unwanted items in the laundry room or any other shared public facility.
- j. Anything that creates a threat to health and safety shall not be permitted on the lot. No flammable, combustible, or explosive fluid, chemical, or substances are allowed on the lot. Only fluid or chemical substances customarily used for common household purposes may be stored on the lot and only in quantities reasonably necessary for such common household purposes.
- k. Management shall not be responsible for interruption of any utility service. Utilities may be disconnected temporarily from time to time for repairs, alterations, or additions.
- l. Circle K reserves the right after notice (except in cases of emergency) to Tenant, to temporarily disconnect utilities to make repairs, alterations, or additions. Circle K shall not be held responsible for any loss suffered by Tenant in so doing. Access must be available at all times to manholes, water lines, and meters for services.
- m. Tenant shall make no changes, alterations, or repairs to any electrical, telephone, water, sewer facilities, or equipment not owned by Tenant.

4. Tenant Relations

- a. Trespassing on another tenant's lot is strictly prohibited.
- b. Loud noises, including, but not limited to, radios, stereos, televisions, and parties, are not permitted at any time. There is a quiet time beginning at ten (10) p.m. and continuing until eight (8) a.m. the following day. Tenant must be considerate of Tenant's neighbors. Boisterous and other needless noise, interference with other tenants, disturbances of the peace and quiet, disorderly conduct, abusive language or activities, and willful and careless destruction of property in any manner will be cause for eviction. Circle K maintains the sole right to determine when this regulation is violated.

- c. Discharge of any type of laser or weapon, including BB guns and slingshots, or the use of any instrument as a weapon, or the display of any type of weapon is not permitted and will be cause for eviction.
- d. Tenant shall cause themselves and cause other persons who are on the premises with Tenant's consent, to conduct themselves in a manner which will not disturb Tenant's neighbors' peaceful enjoyment. Guest will be deemed to be on the premises with Tenant's consent unless Tenant has taken steps to have the person barred or prohibited from entering Circle K.
- e. Disputes or other negative interactions between Tenant, occupant, or guest, and another tenant, occupant, or guest which are motivated by or involve a person's age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, the presence of any sensory, mental, or physical handicap, section eight (8) status, or any other characteristic of a "protected class" under federal, state, or local law is a violation. If Tenant engages in tenant-on-tenant harassment, their tenancy may be terminated.
- f. If Tenant has concerns about health, safety, or welfare issues in Circle K, Tenant should report them in writing and in a timely fashion to Management. Management is not trained for, or should be expected to perform the duties of security guards, firefighters, medical responders, or police forces. In cases of emergency Tenant should call 911 immediately.
- g. Management reserves the right to discontinue communications with Tenant, occupant, or guest who is violent, hostile, or threatening. Management reserves the right to demand that communication be in writing only. Conversations with Management during non-business hours or in a non-business setting are to be considered personal, involving Tenant's own opinions and are NOT BINDING ON Circle K.
- h. Because Management may live within Circle K, Management's privacy should be respected, except in serious emergencies. Tenant should contact Management only at the office during business hours, by appointment, or by calling the office phone. Management does not work out of their home, and they should not be approached at home regarding business matters.

5. Automobiles, Motorcycles, and Other Vehicles

- a. Only currently licensed operative motor vehicles are allowed in Circle K. Tenant shall immediately remove unlicensed or inoperable vehicles from Circle K. After giving Tenant notice to remove such a vehicle, Management may cause the vehicle to be towed from Circle K at Tenant's own risk and expense. Motorcycles, mini-bikes, and any other motorized conveyances are prohibited, except with written approval of Management, and are allowed only for transportation to and from Circle K. Joyriding in Circle K is prohibited.
- b. A speed limit is posted in Circle K and stop signs are to be observed at all times by Tenant, occupants, and guest. A Tenant, occupant, or guest observed driving in excess of posted speed limit will be issued a written notice to comply with rules and can be cause for eviction.
- c. Tenant, occupant, or guest shall only park in Tenant's assigned parking area, or in guest parking area. Parking on the grass beside or behind Tenant's mobile home is not permitted. Any vehicle owned by Tenant's occupant or guest, which is not operated by Tenant household, may not be parked in Tenant's assigned parking area.
- d. Tenant authorizes Management to tow or impound, at Tenant's sole expense, any and all vehicles belonging to Tenant, occupant, or guest, which are not parked in accordance with the terms of the rules and regulations, provided that Management has first made an attempt to notify Tenant or the owner of the vehicle(s) thereof.
- e. Special arrangements must be made with Management to keep more than two (2) vehicles in Circle K for a short duration. Commercial vehicles are prohibited in Circle K except for deliveries and assistance during move in or move out. Recreational vehicles, oversized vehicles, boats, unusual vehicles, busses, utility trailers, etc. may only be parked or stored for a short duration with written approval from Management.

- f. Repair of automobiles, recreational vehicles, or mobile homes in Circle K is limited to those vehicles belonging to Tenant, and must be limited to minor maintenance of a short duration of less than two (2) hours. All hazardous waste such as oil, fuel, antifreeze, or other such fluid or materials need to be stored in containers and disposed of off the Park property. Tenant will be held responsible for cleanup and any damage to pavement, driveways, and land due to such waste. If Tenant is found to be dumping oil or other materials, Tenant will be reported to Management and incur all costs to clean up affected area. Painting of any vehicle in Circle K is not permitted.
- g. No dilapidated automobiles or other vehicles of undesirable appearance will be allowed in the Park. No vehicle shall be operated in the Park that is without a muffler, has a defective muffler, or otherwise constructed to emit excessive engine noise. Management shall determine whether a vehicle complies with these noise provisions.
- h. Tenant shall not park a vehicle in a way as to impede traffic or other tenants. PARKING ON THE STREET OR IN FIRE LANES IS PROHIBITED AND A VEHICLE PARKED IN THESE AREAS ARE SUBJECT TO BE TOWED AT OWNER'S EXPENSE.
- i. Circle K does not guarantee that the household will have space for parking more than one (1) vehicle on its lot, and Management does not agree to provide more than one (1) parking space per household. Tenant does not have the right to allow another tenant to utilize Tenant's assigned parking area.
- j. All vehicles must be registered with Management. A vehicle not registered with Management, after notice is given, may be towed at owner's expense.
- k. Children are not allowed to operate electric, gas, or other motorized vehicles in the Park, even those especially for children.
- l. OPERATORS OF ANY MOTORIZED VEHICLES WITHIN CIRCLE K MUST POSSESS A VALID DRIVER'S LICENSE AND INSURANCE. Proof of insurance must be provided to Management at move in, in January and July of each year, and at any other time requested by Management
- m. All motorized vehicles shall be operated only on streets, driveways, or roads. Shortcuts across unpaved or unauthorized areas are prohibited.

6. Pets

- a. Prior written permission must be obtained from Management if Tenant wishes to bring any small house pet in Circle K. Only a dog or cat under twenty-five (25) pounds in weight at maturity is allowed in Circle K.
- b. No more than two (2) pets are allowed per household.
- c. All pets must be collared and display its current license.
- d. Tenant must show notice from a licensed veterinarian that pet has been spade or neutered either prior to bringing the pet into Circle K or by five (5) months of the pet's age.
- e. Pets must be kept on a leash at all times unless fenced in. Tenant shall not allow a pet belonging to Tenant, occupant, or guest to run to be off of a leash or outside of a fence while outside and pets must be kept indoors at night from 10p.m. until 6a.m. Tenant, occupant, or guest must clean up after their pet immediately, even in fenced areas. Pets off of a leash or outside a fence will be subject to removal from Circle K by Circle K or by local government or other animal enforcement services.
- f. Any pet considered by Management to be a nuisance, or one that causes Tenant's mobile home lot to become unsightly will be removed from Circle K and subject Tenant to eviction.
- g. Kennels, cages, or breeding of pets is not permitted. A doghouse must be approved in writing by Management prior to installment.
- h. No livestock, poultry, or any animal other than a domestic pet shall be kept on Tenant's lot.

- i. Any violation of this section will result in a notice to Tenant to remove said pet from the premises.
 - j. Tenant must sign a pet agreement prior to allowing pet on Tenant's lot.
7. Business / Solicitations
- a. Public access, businesses, or commercial enterprises are not permitted in Circle K.
 - b. NO LICENSED OR UNLICENSED DAYCARES ARE PERMITTED IN CIRCLE K.
 - c. No signs, except that displaying Tenant's name and lot number, will be displayed upon any part of the mobile home or lot, except a sign no larger than eighteen (18) by twenty-four (24) inches advertising the mobile home for sale, may be displayed or maintained. Any and all signs must have prior written consent from Management.
 - d. No soliciting, distribution of literature, or door-to-door sales are allowed in Circle K, other than by appointment with Tenant, or with prior written approval from Management.
8. Occupancy / Occupancy Standards / Guests
- a. All occupants, including guests of a mobile home, who will spend more than fifteen (15) days in any ninety (90) day period, must obtain prior written consent from Management. All occupants or guests who will be staying longer than fifteen (15) days, and who were not originally approved upon commencement of the rental agreement, are subject to credit and criminal screening at their own expense, and subject to approval from Management on the same basis and criteria that Management approves or denies any new tenant. Any declination shall be in writing.
 - b. TENANT'S FAILURE TO NOTIFY MANAGEMENT AND MAKE PROPER APPLICATION FOR OCCUPANT OR GUEST SHALL BE GROUNDS FOR DENIAL OF APPLICATION FOR TENANCY. OCCUPANTS OR GUESTS WHO ARE DENIED TENANCY FOR WHATEVER REASON MUST IMMEDIATELY VACATE THE PREMESIS.
 - c. All occupants or guests staying more than three (3) consecutive days in Circle K must register with Management.
 - d. All tenants and occupants shall sign the rental agreement and Circle K Rules and Regulations as evidence of agreement to such documents.
 - e. The use of any facilities by Tenant, occupant, or guest may be limited or prohibited by Management if such use interferes with the rights of other tenants.
 - f. Tenant shall register with Management any person who lives in a home during the temporary absence of the adult member(s) of the household. Temporary absence shall be defined as an absence of more than twenty-four (24) hours. Tenant must inform Management if Tenant will be having people stay in Tenant's mobile home while Tenant is away and their occupancy must have prior written approval from Management. They are subject to screening and application fees..
9. Additional Charges
- a. To partially compensate for the administrative costs involved in serving a delinquent rent notice, rule violation notice, or any other legal notice, each time a notice is required, Tenant will be charged the greater of a notice fee of \$25.00 or the actual cost of the notice. This charge will be in addition to late charges, returned check charges, or any other fees incurred.
 - b. Management reserves the right to ask for an interpreter if Management deems it necessary. The fee for interpretive services will be no less than \$15.00, and may vary. Tenant is financially responsible for any fees incurred by use of an interpreter.

- c. The water/sewer utility bill is to be paid in full monthly.
- d. Any additional charges incurred within any month shall be paid on or before lot rent for the following month that it is due. The Manufactured/Mobile Home Landlord Tenant Act (MHLTA) authorizes evicting Tenant for non-payment of lot rent and/or charges under the rental agreement, which includes Circle K Rules.
- e. If Tenant leaves for an extended time, Tenant must make sure rent is paid on time, prior to returning.

10. Lease / Rental / Sales Agreement

- a. In the event Tenant wishes to sell Tenant's mobile home and leave it in Circle K, Tenant must notify Management of intended sale within fifteen (15) days in advance of such sale. Management must qualify and approve in writing the prospective purchaser for residency in Circle K. Tenant is responsible for lot rent until new Tenant has been approved by Circle K, signed all required documents with Circle K, and paid any and all required fees.
- b. All tenants must provide Management a copy of title and any applicable loan papers prior to moving into Circle K.
- c. Mobile homes may not be leased, rented, loaned, or used for any purpose other than that which is granted in the original application for the lot. Subletting is not permitted. Occupants and guests are only permitted under the provisions set forth in these Rules and Regulations.
- d. If buyer is currently a tenant at Circle K, buyer must reapply and be approved prior to being assigned a new lease. This will be considered a new tenancy.

11. Access to and Use of Property and Premises

- a. The cost of any damage, replacement, or repair to Circle K, shall be paid by Tenant if Tenant or Tenant's occupant or guest caused the damage. Any amounts owed pursuant to this paragraph shall be due and payable upon fifteen (15) days' notice to Tenant.
- b. No person shall remove, transfer, or borrow from Circle K premises, any equipment which does not belong to them. No person shall remove, add to, or alter any part of Circle K premises without prior written permission from Management. In such event, the cost of restoring or correcting the removal, addition, or alteration shall be paid by Tenant in case of Tenant, occupant, or guest who caused the damage.
- c. Management shall reserve the right to control access to Circle K and to the common areas thereof. All facilities are for the exclusive use by Tenant, and Management reserves the right to prohibit use of facilities.
- d. Use of the common areas of Circle K by Tenant, occupant, or guest is contingent upon behavior which does not disrupt or disturb other members of Circle K, in particular, persons being loud, argumentative, or abusive. Management reserves the right to ask individuals to leave the common areas or exit Circle K. Continued disruptive behavior or refusal to leave common areas after being asked to do so by Management is cause for termination of tenancy.
- e. All Park facilities are subject to such controls, as Management deems appropriate.

12. Activities / Law

- a. Activities, which unreasonably disturb or interfere with the peaceful enjoyment of any part of Circle K, shall not be permitted. No violation of federal, state, county, city, or local laws, regulations, or ordinances will be tolerated. No acts or demeanor shall be permitted which would place Management or Tenant in violation of any of such laws, regulations, or ordinances.

- b. Management reserves the right to enter any lot within Circle K at any time for maintenance of utilities, inspection to ensure compliance with applicable codes, statutes, ordinances, administrative rules, Rental Agreement, Rules and Regulations of Circle K, protection of other tenants, Management, or Circle K, in cases of emergency, for the purpose of performing such acts as Management, in its sole discretion, may deem necessary. Tenant holds Management harmless for any acts performed by Management or agents while acting in such capacity.
- c. FIREWORKS ARE NOT ALLOWED ON THE PREMISES.
- d. NO OUTDOOR FIRES OR FIREPLACES OF ANY KIND ARE ALLOWED ON THE PREMISES. Only gas and charcoal barbecue grills are allowed for cooking food
- e. Anyone riding a bike, scooter, roller blades, or anything with wheels shall wear a helmet in Circle K.
- f. Trampolines are not permitted in Circle K
- g. Kiddie pools, by definition one (1) foot deep or less, are allowed for day use with constant adult supervision and all pools need to be emptied immediately after use.
- h. Only Tenant and occupants listed on Rental Agreement are permitted to receive mail delivery in Circle K.
- i. Failure of Management to enforce Tenant, occupant, or guest's violation of the Rules and Regulations shall not be considered a waiver of Management's enforcement of future Park Rules and Regulations by Tenant, occupant, or guest.
- j. The parties intend that this Agreement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision herein, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this document and the application of that provision to other persons, circumstances, or extent, will not be impaired.
- k. As permitted under the MHLTA, Management shall have the right to amend these Rules and Regulations as may be required, provided adequate notice is given.

THE UNDERSIGNED UNDERSTANDS AND AGREES TO THE TERMS AS SET FORTH IN THE RULES AND REGULATIONS. THE UNDERSIGNED HAS RECEIVED A COPY OF THE RULES AND REGULATIONS.

LOT # _____

TENANT _____ DATE _____

TENANT _____ DATE _____

OCCUPANT _____ DATE _____

OCCUPANT _____ DATE _____

CIRCLE K/MANAGEMENT _____ DATE _____