## OAKCREEK MOBILE HOME PARK RULES AND REGULATIONS

Tenant Names:	 
Tenant Address:	 
Date:	

The owners of Oak Creek Manufactured Home Park desire to develop a responsible community spirit with pride of occupancy and ownership in each tenant and their guests, and are intended to protect your rights as a tenant, appreciation on your home investment, and make Oak Creek Manufactured Home Park is private property.

"Management," as used herein, is the Park Manager employed by Owner/Lessor. The term "Tenant" shall include the Tenant and all legal residents and guests of Tenant's home. The term "Premises" shall include not only the Tenant's demised lot but also the balance of the Manufactured Home Park property.

Our Rules and Regulations were written for your general welfare, safety, and enjoyment to assure a pleasant living environment for all tenants. They will be administered fairly to all tenants. To assure that a few thoughtless people do not disturb or ruin your new way of life at Oak Creek Manufactured Home Park, please keep Management informed of violations that are within reason or frequently repeated. The following is the policy Management will use in dealing with violators:

Rules and Regulations violations by a tenant, guest, or invitee or Tenant shall be discussed verbally to try and correct the problem. Second discussion will be in the form of a written notice, according to paragraph 10A of the Rental Agreement.

## **REGULATIONS**

- 1. Park requirements are as follows:
  - a. All homes are to be in-ground set. Perimeters to have pressure treated foundation board with crawl space and vented as per county code.
  - b. All doublewide homes must be 1100 square feet minimum.
  - c. All mobiles must have composition roof, aluminum lap siding, or simulated or real wood siding.
  - d. Used homes meeting the above requirements must be approved by Park Management.
  - e. Garages must be one car. If a carport is to be installed, Park must agree to it in writing prior to doing so. Carports, garages and sheds must be all wood siding material and color must match home. All colors must be of neutral tones and must be approved by management. Code requires Park to provide two off street parking spaces. (10" x 50" driveway).
  - f. Rain gutters that drain to the street on home and garage.
- 2. SET UP: All homes must be set up by a licensed and bonded dealer to comply with all local, county, or state codes, and inspected as per requirements of that code. Management must be provided with proof of same before foundation boards are placed on home. All homes must have hitch removed and store under home, axles and tires removed from space, except on VA financed homes.

Tenant acknowledges that all water utility hookups between the meter and the home are his/her responsibility. This includes the utility lines that are already underground if tenant is purchasing an installed manufactured home. Maintenance of his or her pipes from the meter to the home is the tenant's responsibility. If there is a break in the line, between the meter and the home, tenant accepts all responsibility for maintenance. If there is a break in the line from the meter to the main meter, Owner accepts responsibility for this.

- 3. GARAGES: Garages are required (single car). Management must approve special enlargements or double garages. It is required the garage be built of wood and must be painted to match your home colors and trim. It is required the garage be built on cement pad, and the pad and garage must be in compliance with local building codes.
- **DRAINAGE:** Rain gutters and downspouts are required. Underground drainage must be installed away from the house and garage to the street through a bubble-up drain. Drainage lines bubble –ups, etc. must be kept free of debris and in good repair. Care and maintenance is Tenant responsibility.
- 5. LANDSCAPING: All landscaping should include combinations using the following materials: shrubs, lawn, accent rock, ground cover, bark dust, containerized plants, trees, etc. Basic landscaping to be completed by Tenant in the public viewing area of said space within 30 days of move-in, weather permitting. (Public viewing area is defined as the area between the mobile home and the sidewalk). In the public viewing area it is required that two trees be planted, each a minimum of 5 ft tall, one deciduous and one evergreen. On the remainder of the lot the landscaping must be completed within 90days of move-in, weather permitting.
- **6. SIGNS:** No signs may be posted on the premises or inside the mobile home if visible from the street. This includes, but is not limited to "For Sale" or "For Rent" signs. No commercial business shall be conducted in the Park, nor shall "Auction," "Moving," "Garage," sales or political signs be permitted in the Park.
- 7. **FENCING**: Materials to be used should be chain link. Fencing of any kind if prohibited in the public viewing area of the lot. Fencing at the back of the lot is to be 4 feet high, and must be approved by Management in writing prior to installation. Tenant is responsible for re-installation of fence in the event it must be moved or removed for underground repairs. Any damage resulting from fences, or other Tenant improvements or installation of same would be a Tenant charge back. On any variance or use not mentioned above, Management reserves the right to approve or disapprove any improvement which is not submitted in writing and approved in writing prior to installation.

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## **OAK CREEK ESTATES RULES**

- 1. All tenants and guests shall observe all Rules and Regulations while in the park. Tenants shall pay for all damages to the Park property cause by them or their guests. Tenants are completely responsible for supervising their guests or invitees and insuring they comply with all Park rules. Guests must be accompanied by an adult park resident at all times.
- 2. Soliciting or peddling within the Park is prohibited, whether non-resident or resident of the Park. Anyone calling on you must be reported to the Park manager. You are also responsible for your guest soliciting any tenants.
- 3. Public drunkenness or immoral conduct is not acceptable and will not be tolerated. No alcoholic beverages are to be served or consumed outside of Tenant's space.
- 4. No loud talking, radio/stereo, television, or other noise capable of disturbing a neighbor in any manner will be permitted between the hours of 10 PM and 8 AM. No unusual disturbing noises will be allowed at any time. Residents shall not commit or allow to be committed by their guests any nuisance or any waste on the premises. Nor shall residents use or allow the premises to be used for any unlawful purpose. Management will be the sole judge of such activities or conduct.
- 5. Only approved vehicles may be parked at the home space. Approved vehicles shall have current license plates and tags, be operable at all times, with no flat tires. Inoperable vehicles, wrecked, or unlicensed vehicles will not be tolerated in parking spaces or on home space on driveways. Violators will be responsible for immediate removal. If removed by Management, any and all charges incurred in doing so will be paid by Tenant.
- 6. Parking of two (2) approved vehicles owned by Tenant will be permitted in the Tenant's driveway. A tenant may have more than two (2) vehicles provided it is approved by Management in writing and that all vehicles can fit into the driveway without obstructing the sidewalk or any portion of the street. Tenants may apply to management for permission to widen their driveways on the garage/carport side providing an outline of work to be performed and materials to be used is submitted to management for approval or denial. Note all request can be approved due to underground utility lines and easements. Note also that NO vehicle will be permitted to encroach into the area in front of the mobile home or at least five (5) feet from the rear property line. Temporary guest parking on street is permitted from the hours of 8 AM to 10 PM. Campers, travel trailers, motor homes and boats are not allowed to be parked within the park except for the purpose of loading and unloading. Safety and fire ordinances require no onstreet parking during the hours of 10 PM to 8AM. Management will allow only temporary short-term parking during the hours of 8 AM to 10 PM. Management asks that all Tenants and their guests use their driveways and designated parking areas first, making on-street parking an alternative.
- 7. If a mobile home does not have a check valve, it is the tenant's responsibility to obtain one. The park assumes no liability for any damage which may occur due to not having a check valve in the event of park water shut off, whether the water shut off was planned or of an emergency nature.
- **8.** Motorcycles, pedestrian mobiles and other vehicle transportation device must be licensed and shall be ridden the shortest route between the home space and the Park exit. Pleasure riding of such vehicles will not be allowed in the Park.
- **9.** No major overhauling or repairs to automobiles, pickups, or other transportation vehicles will be permitted in driveways, garages, public lots or on streets. Minor servicing may be permitted by Management in driveway only.
- 10. Maximum speed permitted within the interior Park streets is ten (10) miles per hour. Due to tenants, darkness, or bad weather conditions or any combination of the same, a slower speed is often necessary. You, as a Tenant, will be responsible for your guests or visitors. Management reserves the right to enforce all in-Park traffic control sign and speed limits through verbal and issued warnings, along with local and state enforcement agencies as deemed necessary by Management.
  - Violations defined as 3 or more written notices in a 6-month period may result in Tenant or guests being required to park outside of park and walk in.
- 11. No clothes racks or clotheslines shall be permitted outside of mobile home. Laundry or clothing shall not be hung outside of home.
- 12. It is Tenant's responsibility to see that the yard light is working. Burned out bulbs, photo cells, or damaged light covers must be replaced at once. Bulbs must be 75 watt; Management will change the above if not done by Tenant, 3 days after written notice at a minimum cost of \$10.00.
- **13.** The use of air rifles, BB guns, slingshots, firearms, bows and arrows, or throwing of rocks or other materials in the air is prohibited within the Park.
- **14.** Storage of all appliances or personal items must be writing the mobile home or closed storage. Deck furniture, planters, and barbecues are to be removed in the off season or if not used regularly and properly stored. No storage is allowed under your mobile home at any time.
- **15.** Trash or garbage is to be stored in appropriate plastic or metal approved garbage cans and kept in sheds or garages or otherwise not visible from the street. Tenant agrees not to accumulate more than seven (7) days of garbage, rubbish and other organic or inflammable waste materials in or around the space rented.
- **16.** Bicycle riding is permitted in the park. Riders must obey all vehicle traffic signs and speed limits and not interfere with traffic flow. Bikes are to be kept off the sidewalks and public walkways when parked or not in use.
- 17. Pet approval will not be given if there are more than two people occupying the space. Approval will be based on the size of the pet (not over 10" high at the hips, measured when the animal is standing erect and not over 26 lbs.) There is a \$50.00 refundable pet deposit, payable upon Manager's approval of said pet. Those of you who have pets enjoy them; however, there are others who do not share your views. In consideration of others, it is a must that those who have pets observe the following rules:
  - a. If your pet causes any disturbance such as barking, snarling, etc., which will annoy your neighbor, permission to keep will be revoked.
  - b. Tenants will be limited to two (2) pets per lot.
  - c. Any dog, when not inside your mobile home, must be kept on a short leash. Any dog found loose in the Park will be taken to the Animal Shelter.

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- d. No pets are to invade the privacy of anyone's home site, flower beds, shrubs, or common areas provided for the use and enjoyment of all residents.
- e. Pets must not be left unattended outside of mobile home. No pets are permitted in Public Common areas.
- f. Droppings must be picked up, wrapped in paper, and placed in trash daily; pet area must be clean. There will be no exceptions.
- g. No pets will be allowed to be acquired or replaced after the initial move-in unless approved by the Manager.
- h. The rules also apply to the pets belonging to guests or visitors, and they must be confined to resident's space
- i. Exercising of dogs on vacant spaces is prohibited within the Park.
- **18.** Check with management before digging or driving rods or stakes into the ground, as they may damage underground wires or plumbing. Tenants shall bear the cost of repairs to any damage of utilities. It is the Tenant's responsibility to call the county to locate all utilities before digging.
- 19. No armadas or cabanas will be allowed on your space.
- 20. Antennae, satellite dishes, etc., must be placed in a non-conspicuous area preferably on the side of the mobile home.
- 21. Any window air conditioner must be in the rear one third of your home, if possible, based upon the style and position of the mobile on the lot. No wooden supports will be allowed. Roof top coolers are not allowed in the Park.
- 22. Tenant shall permit Management to enter manufactured home space at all reasonable times for the purpose of inspecting, maintaining or to make repairs, alterations, or additions to any portion of said lot, including erection and maintenance of such scaffoldings, canopies, fences, and props as may be required. The costs of repairs or maintenance occasioned by neglect or misuse of such space shall be billed to and paid by Tenant.
- 23. Owners or Management shall not be held liable for debt or damage claimed for injury to persons, including tenants and their guests or invitees or licensees, or for property damage from any cause related to resident's occupancy of the premises, including those arising our of damages or losses incurred in areas adjacent to the space, or for loss of personal property, manufactured home parts, or equipment. If a lien is filed due to material delivered or labor performed at Tenant's request, Landlord may proceed with immediate eviction, at their option.
- 24. Tenant agrees not to use the premises in any manner that will increase the risks of, or rate of, insurance or cause cancellation of any insurance policy covering the premises. Tenant also agrees to take all precautions to avoid freeze damage during cold spells. Each mobile home must have NO FREEZE heat tape on the water line. Any damage to water pipes on the Tenant's lot is the Tenant's responsibility. Pipes should be wrapped from the mobile all the way to the ground hook-up and all faucets in the mobile home should be turned on both hot and cold, just a trickle, to keep the water moving through the lines during extreme cold spells.
- 25. Tenants' spaces are to be neat and clean at all times. Landscape maintenance is the Tenant's responsibility on their space. Lawns are to be mowed regularly; weeds pulled out from bark dust, flowerbeds or other landscape areas, shrubs, and trees pruned as needed with all of the resulting debris to be removed by the Tenant. No compost allowed in the Park. Failure to comply will result in Park Management completing the required maintenance to bring to Park standards, after service of a 48 hour notice upon Tenant to correct said condition. Landlord will bill Tenant for any costs involved, payment being due the first of the following month in which it is billed.
- **26.** Before departing on vacation or extended absence more than 7 days, Tenant should notify the Managers of departure and return dates and contact phone number if possible in event of emergency. Said notice to manager must be in writing.
- **27.** Management reserves the right to make periodic "park surveys" to note individual compliance with above. You will have 30 days to respond and correct survey violation.
- **28.** Rules for park area at northeast end of Park will be added to this agreement when they are formulated and after proper notice to Tenant will become a part of this agreement as if included herein.
- 29. Parent who fails to properly supervise their children will be in violation of Park Rules and Regulations

Agent for Owner	Date	Tenant	Date
		Tenant	Date