

The Cove Estates

Lot # _____

MHP RULES AND REGULATIONS

Welcome to our community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

LEASE TERMS

Payment of monthly lease is due by the first (1st) day of the month.

- (a) Online payments or Auto-pay is preferred. Payment made by cashier's check, personal check or money order will be charged a \$25.00 (twenty five dollar) processing fee. Tenant must complete the payee line on their form of payment. Payee must not be blank or completed by park manager, a fee of \$35.00 will be charged to the lessee for each check that is returned for insufficient funds.
- (b) The payment is considered late if it is received after the fifth (5th) day of the current month. A late charge will be added to the balance due after the 5th day of the month.
- (c) The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full. Partial payments may be refused. A \$40.00 reconnection fee will be charged in the event that water and/or electrical service has been disconnected by management.

GENERAL RULES

- 1. It is the policy of Bostwick Estates that harassment or intimidation of a tenant, staff person or guest will not be tolerated and could be grounds for termination of tenancy. Harassment and intimidation include abusive, foul or threatening language or behavior. All staff and tenants shall model appropriate non-discriminatory behavior and strive to cultivate and maintain a living environment that is free from discriminatory harassment or intimidation.
- 2. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space.
- 3. Grass areas shall be kept trimmed and edged. This includes the areas behind, besides, and under homes and against perimeter fences. Residents who do not maintain their spaces will face disciplinary action that may include a charge of \$50.00 per instance, per month until remedied.
- 4. Management must approve any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
- 5. All plants, trees or other planted or otherwise permanent fixtures placed at space by a lessor become property of the park in the event the lessee moves.
- 6. No satellite dishes or antennas with a diameter greater than 1 meter, ground based solar panels, wind turbines and other devices are permitted without written consent of management. Any antenna must be placed by the home so that the antenna runs up the side of the home and must be securely attached to the home without the use of guide wires. Antenna height is limited to 12 feet measured from the ground.
- 7. Fences or clotheslines are not permitted without prior approval. No chain-link or privacy fences allowed.
- 8. Each home must display the address (or lot number) clearly on the exterior of the home facing the street.

9. If storing firewood, it must be stacked no higher than four (4) feet. It must be stacked in a safe manner so it cannot topple over and must be located out of sight at the rear of the home or behind an approved accessory structure. If grass is killed by the wood pile, it is the responsibility of the tenant to replace the grass when the firewood is removed.
10. If tenant wishes to dispose of any large items, it is the responsibility of tenant to make special arrangements, in accordance with local ordinance and laws, to dispose of such items. Any charges incurred as a result of tenant's failure to comply with the above will be the responsibility of the Tenant.
11. If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by tenant, tenant will be responsible for the repair costs incurred by Landlord. Tenant understands that the management is not responsible for any damage to the property or homes of tenant as a result of an act of nature.
12. Management reserves the right to access each space whether or not occupied, to conduct inspections or to maintain utilities.
13. Management is responsible for providing water, sewer, electric and gas (if applicable) up to the point of connection of the mobile home. The resident is responsible for all maintenance from that point of connection to the home. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the tenant is responsible for the cost of replacement.
14. All structures and/or additions to either the mobile home or the space must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly condition. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit.
15. No garages (existing garages are grandfathered). Carports only, but they cannot be enclosed (have sides that enclose them).

SWIMMING POOLS

Swimming pools, wading pools, and hot tubs may be allowed with park manager's approval, but must meet the following guidelines:

- a. Small kiddie-wading pools less than 2' deep are allowed as long as they are attended when in use. When not in use, they must be emptied and stored.
- b. Larger pools over 2' deep, hot tubs, Jacuzzis, etc. that would retain water must meet all local safety codes for a residence to include but not limited to:
 1. Coverage under your home owners insurance including a liability limit of \$1,000,000.00. A copy of the insurance must be provided to the manager and the pool must be explicitly addressed; park named as an additional insured.
 2. If you water is not metered, you will be charged \$50.00 per month May, June, July, August and September for the additional water usage.
 3. The yard and pool must be surrounded by a non-scalable 6' fence.
 4. All access to the area must be fully enclosed and controlled via self-closing gates as only access. Covers must be secured and locked when not in use.
- c. All pools must be properly stored out of sight during winter months and when empty.
- d. Property must be restored to original condition after the pool is removed. If necessary, management will restore condition and invoice tenant for the expense.

- e. If an audit of the park by their insurance company results in an increased insurance premium, it is not fair to spread this burden to all tenants, so by erecting a pool according to these guidelines, you hereby agree that any increased premium will be divided by the number of tenants will pools and paid accordingly.

FIRE PITS

Fire pits may be allowed with park manager's approval, but must meet the following guidelines:

- a. Cooking with standard barbeque equipment is allowed.
 - b. Fire pits must be in an enclosed pit or pan, no larger than 2' diameter and 1' tall. No in-ground pits.
 - c. Fire pits or barbeques must be 15 feet from a structure when in use. After use of grill or pit, ashes and debris created must be properly disposed of.
 - d. Must be covered by a spark arresting wire mesh screen.
 - e. A responsible person must be in attendance of fire at all times.
 - f. Fire extinguishing equipment (pressure extinguisher, garden hose, water bucket) must be close at hands at all times.
 - g. No garbage or similar material is to be burned.
 - h. Fire pits may be disallowed at management's discretion in times of high fire danger. If community is located in an area with fire ban or fire restrictions in place, then those restrictions will be enforced.
16. Trampolines (with the exception of 36" exercise mini-units) are NOT allowed in the community due to insurance liability.
 17. Fireworks are NOT allowed in the community.
 18. Storage units must be approved by management and shall remain the property of the tenant. Management is not responsible for any losses or damage to tenant's shed or stored items. Only 1 storage unit per lot allowed. Storage unit must be a maximum of 12'x12' and must fit on concrete pad. Note: not all lots will fit the maximum size of unit due to size of pad or proximity to neighbors; in those cases a smaller storage unit may be required.
 19. Large patios and porches require skirting. All homes require skirting. No lattice or plywood. Patios and porches are not acceptable storage locations.
 20. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your space. The dismantling of any motor vehicle is prohibited. Tenants who do not comply will face disciplinary action that may include a charge of up to \$40.00 per instance, per month until remedied.
 21. Before removing the home from the community, tenant must give at least 30 days written notice. Home movement must be done during business hours Monday through Friday. Transporters shall present the transportation permit and insurance to management.
 22. Hitches must be removed within 15 days of entering the park or whenever skirting is installed. Skirting must be installed and completed within 60 days of entering the park.
 23. Steps must be constructed in accordance with state building codes and shall consist of materials resistant to the weather such as concrete or treated wood. All steps must have handrails.

VEHICLES

24. Inoperative vehicles or commercial vehicles are not permitted on the streets or in or around tenant's spaces. Boats or unattached trailers may be allowed if there is adequate room to park on tenant's space without having

a vehicle on the street, parked in the grass or encroaching on neighboring space. Extra vehicles over 2 incur a \$25.00 per month, per vehicle charge.

25. No more than two (2) vehicles are permitted per space. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicles parking require management approval and/or a monthly extra vehicle fee. Tenants shall not park their vehicles in vacant or otherwise unused spaces.
26. Only operative vehicles licensed for the highway are permitted within the park. The speed limit in the community shall be 10 miles per hour. Off-road vehicles shall not be driven within the community.
27. No parking on community streets.
28. All trailers (of any kind) boats, or other vehicles must register with the office and have adequate space for parking/storing.
29. Working on, repairing, overhauling, or changing of oil is not permitted on the streets but may be permitted on site if appropriate safeguards are employed to prevent oil, fuel, or other pollutants from spilling onto the ground. Safety measures shall be taken to prevent accidental injury to others. No vehicle under repair can be unattended. No vehicle may be in the community while awaiting repairs if it is incapable of movement under its own power for more than **24** hours.

BOATS

1. The storage of boats, including but not limited to motorboats, sailboats, kayaks, canoes, and any other watercraft, is strictly prohibited within the boundaries of Bostwick Estates. Residents and guests are not permitted to park or store boats on driveways, in yards, on vacant lots, or in any common areas of the park. This policy is enforced to maintain the aesthetic appearance and safety of the community. Residents must make alternative arrangements for boat storage, such as utilizing off-site storage facilities. Violations of this rule may result in fines, towing at the owner's expense, or other penalties as deemed appropriate by management

PETS

All pets must be approved by management and registered with management. **Management must have a Pet Owner Waiver and Indemnification Agreement on file.**

- a. Domestic pets less than 30 pounds are permitted.
- b. No more than 2 pets per household will be allowed.
- c. Pets must be kept inside of home or on a leash at all times.
- d. Tenants are responsible for their pets at all times.
- e. Cats and Dogs must have a license from La Crosse County or the Town of Barre Mills and must be current and kept current on all vaccinations and wear current rabies tags at all times.
- f. Pets are not permitted to be unattended in the park and/or create any nuisance.
- g. Pet waste must be cleaned up immediately and disposed of properly.
- h. A pet fee of \$35.00 per pet, per month applies.
- i. No vicious breeds are allowed on the premises at any time, specifically to include but not limited to: Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Great Dane, Presa Canario, Akita, Alaskan Malamute, Siberian Husky, Dalmation, Boxer, American Bulldog, Mastiff, Bandog, Boerboel, Dogo Argentino, Fila Brasileiro, Tosa Inu, Wolf, Wolf-Hybrids, etc. or any mixed breed including one of these breeds in its lineage and/or dogs with a history of aggression towards a human being or animal. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kinds, monkeys, apes, or pigs. Failure to comply with these restrictions may subject tenant to immediate termination of the lease.
- j. Tenants shall be allowed to have Service Animals or Assistance Animals of any species or breed so long as they provide a letter or prescription from an appropriate professional within 1 week or bringing animal into

the community. Service Animals as defined by the ADA and Assistance Animals as defined by the Fair-Housing Act are not considered pets, but must still be registered with management and tenants must sign a Service Animal letter. Tenants owning Service Animals or Assistance Animals are not required to obtain insurance. Service Animals and Assistance Animals must also be current on vaccinations and wear current rabies tags at all times. Any Service Animal or Assistance Animal which displays vicious behavior towards human beings or animals or poses a direct threat to the health and safety of others will be excluded from park.

30. Tenants are responsible for the activities of the occupants of their home and their guests while they are in the park. Any adult must supervise young children at all times. People are not permitted to play in the street, parking areas, or neighbor's yards without permission.
31. Items are not to be left in common areas when not in use. Children under 18 years of age are not permitted to be out and unsupervised in the park after 10:00 p.m.
32. Tenants will not disturb the peaceful enjoyment of the property for anyone at any time. This includes but is not limited to disturbing noise.
33. No signs are permitted except with permission of management.
34. Commercial activities by residents and/or their guests are not permitted within the park.
35. All federal, state, local laws, regulations and ordinances shall be obeyed by residents and guest of park.
36. Violations of any of the above rules and regulations may result in fines or the termination of the lease and eviction of the tenants.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community to secure comfort, peace and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace and quiet convenience of each resident in the park. Any resident who violates these rules and regulations will have their lease cancelled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several will be grounds for termination of the tenant's lease and will result in eviction from the park upon three (3) days notice of such violations, breach or default given by management.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this _____ day of _____, 20____.

Tenant: (I/We signify by my/our signature(s) that I/we have read this agreement and hereby agree to comply with all this is contained herein.

Signature

Signature

Management signature