



After recording returns:
RS Recreation Properties LLC
5220 198th Pine
Sammamish, WA 98074
FNT-20140221

**AMENDED DECLARATION OF UNIT OWNERSHIP
FOR
SWAN MOUNTAIN VILLAGE MANUFACTURED HOME PARK**

KNOW ALL MEN:

Barry Richard Ultican and Karalyn J. Parks of 1850 MT Highway 35, Kalispell, MT 59901-7709, hereafter referred to as **Declarant**, hereby files this **AMENDMENT TO THE Declaration for Swan Mountain Village Manufactured Home Park which was filed as document # 200521715000, records of Flathead County, Montana, (hereafter Original Declaration) which has been executed by 100 percent of the unit owners.**

1. Incorporation by reference: Except as stated herein the Original Declaration remains as written and except for the terms altered, added, or removed herein, the terms of the Original Declaration shall remain enforceable for this property.

2. The Section entitled PRELIMINARY DECLARATIONS is amended by deleting only the following line:

Further the Declarant desires to provide Housing for Persons 55 years of age and older.

3. The Section entitled GENERAL COMMON ELEMENTS is amended by deleting the following

Description: All driveways, roadways, utility service, parks and the parking lot area (s) are General Common elements.

Fractional Interest of Each Unit Owner : 1/60th.

0010923 thru 0010929
0010931 thru 0010949
0010951 thru 0010983

Approved 6/26/14 2/2/14



And replacing those paragraphs with the following:

Description: All driveways, roadways, utility service, parks, the swimming pool and the parking lot area (s) are General Common elements. The use of the swimming pool in exchange for maintenance and repair of the same is allowed to the guests of that R. V. Park on Lot 2 of the Subdivision Plat of Glacier Pines Complex, records of Flathead County, Montana, and hereafter referenced as RV Park.

The Satellite/Cable TV system which provides service to both these properties and RV Park, is a General Common Element. The Swan Mountain Village Manufactured Home Park Home's Association of Unit Owners shall be responsible for the maintenance and operation of this system and will allow Glacier Pines Mobile Home Park to provide television services from this system at no charge. The connections within Glacier Pines Mobile Home Park are not common elements. The Swan Mountain Village Manufactured Home Park Home's Association of Unit Owners shall have the right to not upgrade the system if needed and the right to abandon the system to RV Park and be relieved of the obligations contained herein but by doing so shall also terminate the right to use the system.

Fractional Interest of Each Unit Owner: 1/60th if the unit owner(s) of units 30, 31, 32, 33, 35, 36, 37 and 38 "elect to comply" with the Original Declaration as amended by this document. Until such time the 8 fractional interests shall be retained by the Swan Mountain Village Manufactured Home Park Home's Association of Unit Owners.

All other provisions of the section shall remain as in the Original Declaration.

4. The Section entitled USE OF UNITS is amended to read:

The units contained therein shall be used for residential purposes. Except that units 30, 31, 32, 33, 35, 36, 37 and 38, which have been altered because of the road relocation as shown on the Subdivision Plat of Glacier Pines Complex may not be of sufficient size to allow the use specified. Therefore, these units are exempt from the construction and use standards provided herein and in the Original Declaration. Should the owner(s) of such unit(s) elect in writing to comply, thereafter that unit shall be governed by the Original Declaration as amended.

The premises may not be used for any purpose other than the use specified above and no use or any other type of endeavor other than the use specified above shall be allowed on the Property. The Original Declaration restricts the use of Buildings and Units.

Each unit shall have placed upon it a home in one of the designs provided



by Declarant. Ownership of the home shall be vested in the unit owner, except that such ownership, after the installation of the home shall not be dividable from the unit ownership. The home shall become a fixture to the unit (lot). Minimum Specifications for the manufactured homes are stated on Exhibit F, attached hereto. Any out buildings shall become a similar fixture.

Certain work on unit by owner prohibited: A unit owner shall make no repair or alteration or perform any other work on his unit which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament unless the consent of all the other unit owners affected is first obtained.

5. The Section entitled ASSOCIATION OF UNIT OWNERS is amended to read:

Each unit owner shall be a member of the Association of Unit Owners.

A. After, 80% of the units (lots) provided for under this declaration have been conveyed from Declarant to new unit owners, the Association is granted the authority to adopt or amend through its Board of Directors, rules and regulations for conduct of the unit owners within this project. Such adoption must be ratified by at least 75% of the owners of the units within 90 days of adoption. [In such case, units 30, 31, 32, 33, 35, 36, 37 and 38 shall not have a vote or be counted unless there exists a building on such unit(s) owner elects to comply with the Original Declaration as amended.] Pending such adoption, the Declarant or if authorized in writing by the Declarant, the Manager shall have authority to adopt or amend such rules and regulations. The initial rules and regulations applied within this development were attached to the Original Declaration as Exhibit D. To the extent they are amended the Rules and Regulations as amended are attached hereto and incorporated herein by this reference as Exhibit D-2. Should any rule or regulation conflict with this Amendment or the unamended portions of the Original Declaration, the provisions of the Amended Original Declaration shall control.

B. The Residents are subject to these Rules and Regulations to ensure the best use and the most appropriate development and improvement of the Park. The purposes of these Rules and Regulations are: to ensure the highest quality development and maintenance of the Park, its Facilities, and all other structures and improvements within the Park; to enhance the value of each Lot and to protect the Residents of Lots against such improper use of surrounding Lots as will depreciate the value of their home investment; to preserve so far as is practicable the natural beauty of the Park; to guard against the erection of structures in the Park built of improper or unsuitable materials; to encourage and secure the erection of attractive single-family homes in the Park with appropriate locations; to secure and maintain



appropriate setback lines from Roadways and Lot boundaries; and to secure and maintain adequate Common Areas and Facilities for Residents.

C. A copy of the initial By-Laws of the Association as adopted by 100% of the present owners of the units is attached to the Original Declaration as Exhibit E.

D. The Association may at the election of the Declarant, prior to the transfer of 80% of the units from the Declarant, be incorporated. After the transfer of 80% of the units from the Declarant, 75% of the unit owners may elect in writing to cause the Association to be incorporated. In either event, such incorporated association shall be deemed the successor to the association created here in and shall be fully invested with all rights and obligations of the association here in and, each unit owner by accepting his unit agrees to the authority of such incorporated association.

E. Maintenance and improvement of common elements.

(1) The necessary work of maintenance, repair, and replacement of the common elements and additions or improvements to the common elements shall be carried out only as provided in the bylaws.

(2) The association of unit owners shall have the right, to be exercised by the manager, to have access to each unit as may be necessary for the maintenance, repair, or replacement of the common elements or to make emergency repairs therein necessary for the public safety or to prevent damage to the common elements or to another unit.

(3) The association of unit owners shall be responsible of the maintenance of and snow removal from all roads leading into this development even if not within the same. This specifically applies to Swan Mountain Drive. The association takes on this action in order to assure access. Further the association assumes the obligations and rights of Lot 2 of the Subdivision Plat of Glacier Pines Complex, records of Flathead County, Montana, under that Declaration of Creation of Road User's Association, recorded as Document 201300001676, records of Flathead County, Montana.

6. The Section entitled COMMON EXPENSES is amended as follows:

The amount of the common expenses will be determined by the Unit Owners Association in accord with the voting rights as stated in the By-Laws. An increase in the assessment will take a majority vote of the unit owners (one vote per unit)



who are in attendance at any meeting for which notice of an anticipated assessment is given. It is understood that at such meeting an assessment of less than the amount contained in the notice may be made, but no assessment of more than the amount stated in the notice may be approved. The initial assessment will be \$85.00 per month per unit. This assessment may be increased only by a vote of 75% of the unit owners. The assessment is due from anyone other than the developer upon the completion of the installation of a permanent structure. It is not due from the owner(s) of units 30, 31, 32, 33, 35, 36, 37 and 38 until the owner(s) elect to comply, as stated above, and thereby receive a share in the common elements.

Common Expenses will include but not be limited to the following: Maintenance of the General Common elements, Insurance for liability and casualty, taxes on the General Common Elements and the costs to manage the association.

All other provisions in this section shall read as in the Original Declaration.

7. The Section entitled COVENANTS, CONDITIONS AND RESTRICTIONS is amended to read as follows:

Section 1. USE OF PREMISES

The units (lots) including units 30, 31, 32, 33, 35, 36, 37 and 38 used herein shall not be further divided. This development shall be used primarily for manufactured home residential purposes and the residences thereon shall be approved manufactured homes except for units 30, 31, 32, 33, 35, 36, 37 and 38.

Section 2. COMPLETION OF PREMISES

All manufactured homes placed on the premises shall be installed within SIX (6) months of the date the first unit owner other than the Declarant acquires the unit and commences preparation of the unit for occupancy.

Section 3. RESTRICTION ON USE

The premises may not be used for any purpose other than residential, except for units 30, 31, 32, 33, 35, 36, 37 and 38.

No structure other than a private, Single Family manufactured home, together with a private garage or carport, may be erected, placed, or permitted to remain on any Lot, except as otherwise provided in these Rules and Regulations. No shed, shack, tent, garage, enclosed patio or deck, storage building, boat, truck, trailer, camper or recreational vehicle which is located upon any Residence in accordance with Sections 5 and 9 herein shall be occupied or used as a living or sleeping area, either temporary or permanent, while located on such Residence, except for units 30, 31, 32, 33, 35,



36, 37 and 38.

Residents are responsible for all sewer lines above ground. Residents shall not dispose of diapers, sanitary napkins, grease or similar clogging materials down the toilets or drains as this clogs the sewer lines serving the entire Park. If items causing clogs can be traced to a specific Lot, the Residents living on said Lot shall be responsible and shall pay for any and all costs incurred to clear or repair the line.

Section 4. SET-BACK RESTRICTIONS

All structures erected on any premises covered herein shall be a minimum of five (5) feet from the unit (lot) boundary lines.

Section 5. TOPSOIL

The topsoil in this development shall be preserved in that, there will not be pits for gravel, topsoil, and alike. Topsoil taken in the construction of a foundation for a home is an exception to this.

Section 6. Deleted

Section 7. RESTRICTIONS ON PROPERTY CONVEYANCES AND REZONING

The Park has “leased lots” where Residents lease Lots instead of owning them. It also has owned lots. Consequently, no Resident shall convey or transfer any leased lot, to any other Resident or third party without the written agreement of the lot or unit owner. No Resident shall file an application with any governmental authority for rezoning of any Lot, or for variances or special use permits pertaining to such Lot. If a Resident desires a rezoning, variance, or special use permit, the Resident shall send a written request to UII and obtain written approval from UII. UII may deny a Resident’s request for rezoning, variance, or special use permit for any reason. If UII approves a Resident’s request for rezoning, variance, or special use permit, then UII, on behalf of the Resident, shall file any and all applications with the applicable governmental authority for any rezoning, variance, or special use permit.

Section 8. EXEMPTION FOR UII

Nothing contained in these Rules and Regulations shall be construed to prevent UII, or its duly authorized agents, from erecting or maintaining structures, improvements or signs necessary or convenient to the development or leasing of property within the Park.

Section 9. MODEL HOMES

The provisions of these Rules and Regulations which prohibit nonresidential uses of Lots and regulate parking of vehicles shall not prohibit the construction and maintenance of model homes by UII and parking incidental to the visiting of such model homes.



Section 10. ROADWAYS

The rules may set a speed limit. Violation of that limit is a violation of the terms of this document.

Section 11. LARGE TRUCKS, TRAILERS, RECREATIONAL VEHICLES, CAMPERS AND BOATS

No motor vehicle claimed by manufacturer rating as exceeding one (1) ton load capacity, recreational vehicle, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, snowmobiles, personal water craft, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or Roadway, provided, however, that the provisions of this section shall not apply to cleaning, loading or unloading and short-term parking which shall be permitted for a cumulative period not to exceed seventy-two (72) hours in any calendar month. The provisions of this subsection shall not apply to pickup trucks of one (1) ton or less load capacity with toppers or camper shells not exceeding seven (7) feet in height measured from ground level and passenger vans not exceeding seven (7) feet in height and eighteen (18) feet in length, which are used on a regular and recurring basis for basic transportation and are parked in a carport or garage. The provisions of this subsection shall not apply to units 30, 31, 32, 33, 35, 36, 37 and 38.

Section 12. REPAIRS AND INOPERABLE VEHICLES.

No truck, automobile, motorcycle, recreational vehicle, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, snowmobiles, personal water craft, or other similar equipment or vehicle shall be constructed, reconstructed or repaired upon any Lot, Roadway, or Common Area within the Park except emergency vehicle repairs. No inoperable truck, automobile, motorcycle, recreational vehicle, motor home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, snowmobiles, personal water craft, or other similar equipment or vehicle may be stored or parked on any such Lot, Roadway, or Common Area within the Park unless parked in a garage or carport on a Lot. If a truck, automobile, motorcycle, or other motor vehicle shall be parked or stored on any Lot outside of a garage or carport for more than seven (7) consecutive days, it shall be deemed inoperable and UII reserves the right to demand the Residents to remove such motor vehicle or have it towed at the Residents' expense. The provisions of this section shall not apply to motor vehicles and equipment owned, operated, or hired by UII and parked in the designated maintenance areas.

8. The Section entitled HOUSING FOR PERSONS 55 YEARS OF AGE AND OLDER is deleted in full.



of the unit owners including units 30, 31, 32, 33, 35, 36, 37 and 38.

Dated this 13 day of May 2014.

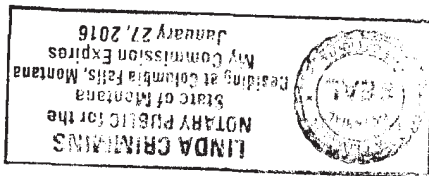
Barry Richard Ultican
Barry Richard Ultican

Karalyn J. Parks
Karalyn J. Parks

State of Montana

County of Flathead

Acknowledged before me by Barry Richard Ultican and Karalyn J. Parks.



Linda Crimmins

Print Name
Notary Public for the State of Montana
Residing at _____
My Comm. Expires _____

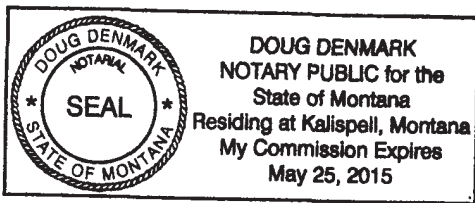
Brady G. McGinnis
Brady G. McGinnis

Sara M. McGinnis
Sara M. McGinnis

State of Montana

County of Flathead

Acknowledged before me by Brady G. McGinnis and Sara M. McGinnis.



Doug Denmark

Print Name
Notary Public for the State of Montana
Residing at _____
My Comm. Expires _____



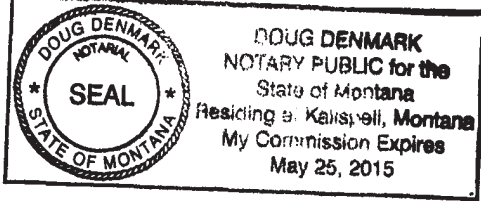
^{C, LN}
Karen L. Ninman Revokable Trust

by *Karen L. Ninman*
Karen L. Ninman, Trustee

State of Montana

County of Flathead

Acknowledged before me by Karen L. Ninman, trustee, for the Karen L. Ninman Revokable Trust.



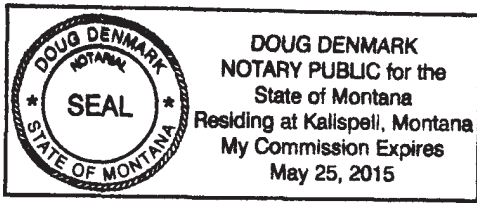
~~Karen L. Ninman~~ ^{DD}
Print Name *Doug Denmark*
Notary Public for the State of Montana
Residing at _____
My Comm. Expires _____

Kathryn M. Truzzolino
Kathryn M. Truzzolino

State of Montana

County of Flathead

Acknowledged before me by Kathryn M. Truzzolino.



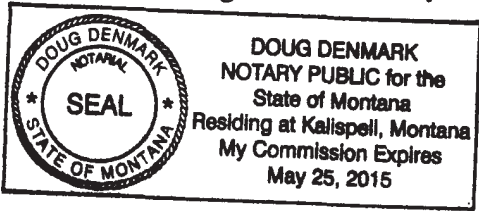
~~Kathryn M. Truzzolino~~ ^{DD}
Print Name *Doug Denmark*
Notary Public for the State of Montana
Residing at _____
My Comm. Expires _____

Robert A. Smith
Robert A. Smith

State of Montana

County of Flathead

Acknowledged before me by Robert A. Smith.



Doug Denmark
Print Name
Notary Public for the State of Montana
Residing at _____
My Comm. Expires _____

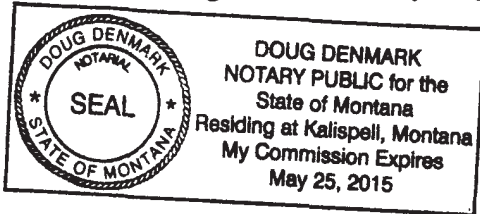
Roger Shoening
Roger Shoening

Marjorie Shoening
Marjorie Shoening

State of Montana

County of Flathead

Acknowledged before me by Roger Shoening and Marjorie Shoening.



Doug Denmark
Print Name
Notary Public for the State of Montana
Residing at _____
My Comm. Expires _____

Elmo H. Baughman
Elmo H. Baughman

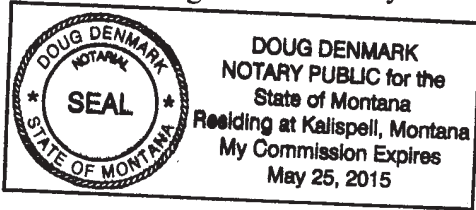
Joyce Baughman
Joyce Baughman

Jeffrey Baughman by *Elmo H. Baughman*
Jeffrey Baughman
as attorney in fact

State of Montana

County of Flathead

Acknowledged before me by Elmo H Baughman, Joyce Baughman, and Jeffrey Baughman.



Doug Denmark
Print Name
Notary Public for the State of Montana
Residing at _____
My Comm. Expires _____

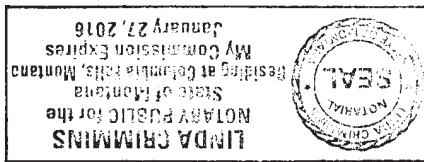
RS Recreational Properties, LLC

by *Robert Stimmel*
Robert Stimmel, Member/Manager

State of Montana

County of Flathead

Acknowledged before me by Robert Stimmel, Member/Manager, for RS Recreational Properties, LLC .



Linda Crimmins
Print Name
Notary Public for the State of Montana
Residing at _____
My Comm. Expires _____



1035 First Ave West
Kalispell, MT 59901
OFFICE: 406.751.8200
FAX: 406.751.8210
EMAIL: planningweb@flathead.mt.gov
WEB: flathead.mt.gov/planning_zoning

CERTIFICATE OF CONDOMINIUM COMPLIANCE

June 24, 2014

Barry Ultican and Karalyn Parks
1850 Montana Highway 35
Kalispell, MT 59901-7709

Ms. Parks and Mr. Ultican:

Pursuant to the requirement of 70-23-301(8) M.C.A., your representative Doug Denmark recently provided our office with a draft Amended Declaration of Unit Ownership (DUO) for Swan Mountain Village Manufactured Home Park. Swan Mountain Village is a 60-lot manufactured home park located on the south side of Montana Highway 35 just south and east of the intersection with Helena Flats Road for which the Flathead County Commissioners granted approval of a revised preliminary plat on April 29, 2002.

In 2005, a Declaration of Unit Ownership (DUO) was filed for the approved 60-lot manufactured home park to create a 60-unit condominium manufactured home park, each unit in the condominium being a lot in the approved 60-lot manufactured home park.

In approximately 2007, Flathead County interpreted the Unit Ownership Act to not allow land to be declared as condominium units. Since that time, only units in a building or buildings may be declared to be condominiums. However, the DUO for Swan Mountain Village Manufactured Home Park was filed prior to this interpretation.

Our office has reviewed the DUO to ensure that the condos proposed are either exempt from review under 76-3-203, M.C.A. or have been approved following review under Title 76, Chapter 3, Parts 5 and 6 of M.C.A.

This letter serves as certification from the Flathead County Planning and Zoning Office that the proposed amendments to the existing Swan Mountain Village Manufactured Home Park DUO are allowable because:

1. Glacier Pines Mobile Home Park was reviewed under the Flathead County Subdivision Regulations as a 60-lot "Subdivision by Rent or Lease." Preliminary plat was approved by the Flathead County Commissioners on February 05, 1998. Revised preliminary plat was approved by the Flathead County Commissioners on April 29, 2002 and a copy of

the revised preliminary plat is on file at the Flathead County Planning and Zoning Office (file #FRP-02-02).

2. The original DUO declaring a 60-unit manufactured home park condominium (Swan Mountain Village Manufactured Home Park) was filed in 2005 prior to Flathead County's interpretation that only units in a building or buildings may be declared condominium units.
3. After review, our office finds that the proposed 2014 amendments to the original 2005 DUO do not create any new lots or units in the existing manufactured home park.
4. Although the proposed amendments include language that would specifically exempt units 30, 31, 32, 33, 35, 36, 37 and 38 from the specific residential land use for which they have been reviewed and approved (manufactured homes), the amendments do not state that the units must be used in a manner that violates the current zoning (R-5). For example, the units could be used for a "stick-built" single family dwelling, a day care home, or a park as a permitted use. The units could also be used for such things as a church or school with a conditional use permit, neither of which are residential uses. Therefore, the proposed amendments do not specifically designate or require land uses that would constitute a violation of zoning since the R-5 zone does allow some land uses as permitted and some land uses as conditionally permitted that are not specifically residential land uses.

Please carefully note that all future land uses must comply with the Flathead County Zoning Regulations. Additionally, an increase in the number of units would require review under the Flathead County Subdivision Regulations. And finally, development of units may require review and approval under the Flathead County Floodplain and Floodway Management Regulations. All of these regulatory requirements are independent of and unrelated to statements made in the currently proposed Amended DUO or Conditions, Covenants and Restrictions (CC&Rs).

Sincerely,



BJ Grieve, AICP[®], CFM[®]
Planning Director

FLATHEAD COUNTY PLANNING AND ZONING

OFFICE 406.751.8200 FAX 406.751.8210

1035 First Ave West Kalispell, MT 59901

EMAIL planningweb@flathead.mt.gov WEB flathead.mt.gov/planning_zoning

EXHIBITS

The following exhibits remain unchanged and the reader is referenced to the Original Declaration

EXHIBIT A - CERTIFICATION FROM DEPARTMENT OF REVENUE

EXHIBIT B - METES AND BOUNDS DESCRIPTION

EXHIBIT C - PLAT WITH CERTIFICATION

EXHIBIT E - BY LAWS OF ASSOCIATION

AMENDED EXHIBIT D
EXHIBIT D-2
THE RULES AND REGULATIONS ARE AMENDED TO READ AS FOLLOWS:

**SWAN MOUNTAIN VILLAGE
RULES AND REGULATIONS
April ____, 2014**

You have chosen to live in Swan Mountain Village, one of the most beautiful planned communities in Northwest Montana. It will remain an attractive community because the residents support strict compliance with the rules and regulations of Swan Mountain Village. Most residents choose Swan Mountain Village because of its rules and regulations. In order to preserve the overall aesthetics of Swan Mountain Village, certain activities and uses of property must be regulated. Thank you for your compliance with these Rules and Regulations.

Section 1. Definitions

1.1 "UII" shall mean and refer to **Ultican Industries, Inc. d/b/a Swan Mountain Village**, its successors and assigns.

1.2 All other necessary definitions appear in the Declaration of Unit Ownership

Section 2. Purposes of Rules and Regulations

2.1 As stated in the Declaration, the Residents are subject to these Rules and Regulations to ensure the best use and the most appropriate development and improvement of the Park. The purposes of these Rules and Regulations are: to ensure the highest quality development and maintenance of the Park, its Facilities, and all other structures and improvements within the Park; to enhance the value of each Lot and to protect the Residents of Lots against such improper use of surrounding Lots as will depreciate the value of their home investment; to preserve so far as is practicable the natural beauty of the Park; to guard against the erection of structures in the Park built of improper or unsuitable materials; to encourage and secure the erection of attractive single-family homes in the Park with appropriate locations; to secure and maintain appropriate setback lines from Roadways and Lot boundaries; and to secure and maintain adequate Common Areas and Facilities for Residents.

Prior Section 3. DELETED

Section 4. Property Use Restrictions

4.1 Residential Uses. All Residences shall be used, improved, and devoted exclusively to Single Family residential use. No gainful occupation, profession, trade, or other business or commercial use, whether part time or full time (other than UII use of the Park for marketing and sales purposes), shall be conducted on, in, or about any Residence, Common Area, or Roadway in the Park unless approved by UII in writing. "Business or commercial use" includes but is not limited to all at-home occupations. No person may enter the Park or any Residence for the purpose of receiving products or services arising out of a Resident's non-residential use. Approval of exceptions to this rule shall be based on the nature of the activity, its impact on Park traffic, and the extent of possible interference with other Residents' quiet use and enjoyment of their Residences.

4.2 Solicitation. Only necessary delivery personnel who are duly authorized by UII may have access to the Park. Solicitors, vendors, peddlers and the like are expressly prohibited in the Park. Please call the Park office immediately if you are bothered by any salesperson.

4.3 Yard and Garage Sales. Residents shall not hold or conduct a garage, yard, patio, porch or other sale of personal property except during specific times designated for such Park-wide sales events as may be approved by UII in writing from time to time.

4.4 Exemption for UII. Nothing contained in these Rules and Regulations shall be construed to prevent UII, or

its duly authorized agents, from erecting or maintaining structures, improvements or signs necessary or convenient to the development or leasing of property within the Park.

Section 5. Homes and Improvements

5.1 Oversight of Installation. Upon delivery of a home to the Park and prior to the home being situated or installed on any Lot, a representative of UII must be present to ensure that the home meets all specifications set forth in the Design Specifications set forth on Exhibit F attached . Thereafter, a representative of UII must be present during all phases of the installation of the home on the Lot to oversee the installation and ensure that the home and all utility hook ups are properly installed in accordance with applicable building codes, regulations, and ordinances. Only a licensed electrician shall hook up the home's electrical service.

5.2 Foundation Access. Access doors shall be installed as close as is reasonably possible to utility connections, and shall be large enough to accommodate access to the crawl space by an adult person.

5.3 Utility Service. No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings, cabinets or other structures initially approved by UII. No provision hereof shall be deemed to forbid the erection of temporary power structures incident to the construction and installation of buildings or structures by UII.

5.4 Improvements/Additions to Residence. Improving the Residence with a garage, carport, steps, porches, decks, awnings and similar improvements or additions is encouraged. All improvements or additions shall be approved in writing by UII, prior to construction and/or installation, and shall be constructed and/or installed in accordance with the Design Specifications SHOWN ON Exhibit F using materials approved by UII. If construction and/or installation of any improvement or addition is commenced without obtaining prior written approval of UII, UII reserves the right to demand that said improvement or addition be disassembled and removed from the Residence. All improvements and/or additions shall be stained or painted to compliment the home located on the Lot. All improvements or additions shall be constructed and/or installed in accordance with all applicable laws, regulations, and ordinances of any governmental bodies. It is the Resident's responsibility to secure UII's written approval for any and all building permits necessary and proper for the proposed improvement and/or addition in accordance with ¶ 4.5 herein. Any improvement and/or addition to the Residence shall be completed within sixty (60) days after commencement of construction and/or installation unless the Resident has obtained written approval from UII for a longer period.

5.5 Detached Storage Structures. One storage shed of an approved design, size, and material will be provided to each Residence by UII and placed on the Lot in a place approved by UII. Residents shall obtain prior written authorization from UII to erect or place any other storage structures on the Lot and shall obtain permission for the location of any additional storage structures. All sheds and similar detached storage structures shall meet the Design Specifications SHOWN ON Exhibit F and shall be stained or painted to compliment the home. All sheds and similar detached storage structures shall be secured to the ground and shall be situated on a concrete or asphalt pad or shall be equipped with a wood floor.

5.6 Windows. Residents shall not cover the window, inside or out, of any home or other structure located on any Lot with any foil, paper, cardboard, wood, or metal or other non-transparent substance or material. Residents shall install only customary curtains, shades, or blinds as window coverings. Materials designed to reduce or eliminate glare and harmful sunrays may be installed to the Manufacturer's specifications on the interior of the home only. Residents shall not stack boxes, furniture or other items, against the interior windows, so as to appear unsightly from the exterior of a home.

5.7 Antennas, Satellite Dishes, Other-Signal-Reception Equipment. No antenna, satellite dish or other device for the transmission or reception of television or radio signals (including ham radios) or any other form of electromagnetic radiation shall be erected, used or maintained outdoors on any home or Lot, whether attached to a building or structure or otherwise placed on the Lot.

5.10 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot and no Resident shall permit clothing to dry in such a manner as to be visible from any neighboring Residences or any Roadway.

5.11 Signs. No signs whatsoever (including, but not limited to, commercial, political and similar signs) shall be erected or maintained on any Residence, Lot, Common Areas, Facilities, or Roadways except the following: (i) signs required by legal proceedings; (ii) no more than one identification sign per Lot which sign shall be no more than one and one half (1 ½) square feet in size and shall meet the design specifications set forth on Exhibit F attached hereto; (iii) No more than one sign advertising the sale of a home which sign shall be no more than two (2) square feet in size, professionally printed, and approved by UII; (iv) security or home protection signs; and (v) signs posted by UII on Common Areas, Facilities, or Roadways.

5.12 Security. All homes shall be equipped with at least one (1) fire extinguisher and at least three (3) smoke detectors. Residents shall ensure that the fire extinguisher and smoke detectors are operable at all times. It is the Resident's responsibility to take all reasonable steps necessary to secure adequate protection of their home, improvements, and other personal property.

Section 6. Yards

6.1 Walls and Fences. Other than as constructed by UII for the protection and safeguarding of Roadways, Common Areas and Facilities and the Residents using same, no solid wall, fence or hedge of any type shall be constructed or maintained on any Lot, boundary line or any other areas within the Park, unless specifically approved in writing by UII.

6.2 Landscaping. The use of landscaping in establishing the Residence is encouraged. All landscaping shall be in accordance with the design specifications STATED ON Exhibit F using materials approved by UII. Certain plantings will be prohibited as specified on said Exhibit as the same may be modified from time-to-time by UII or local governmental regulations. For any tree, shrub, or other planting where digging a hole deeper than 15 inches is contemplated, Residents shall obtain written permission from UII for the location of such tree or planting so as not to interfere with underground utilities. Residents shall, at all times, keep all trees, shrubs, grass and plantings of every kind on his/her/their Lot, including setback areas, neatly trimmed, properly cultivated and free of trash, weeds and other unsightly material. Residents shall maintain compliance with applicable standards and restrictions concerning maintenance of all plantings on said Exhibit, including the removal of dead bushes, trees, and grass clippings. Existing trees to the rear of any Lot are part of a Resident's yard and the Resident shall be responsible for maintaining and watering such trees. Residents are prohibited from cutting down or removing existing trees to the rear of any Lot absent express written authorization of UII.

6.3 Gardens. Each Residence shall be permitted to maintain a small garden no larger than 150 square feet for the purpose of cultivating fruits and vegetables for personal consumption. Residents shall obtain written permission from UII for the location of any garden so as not to interfere with underground utilities. Residents shall, at all times, keep gardens neatly trimmed, properly cultivated and free of trash, weeds, dead plantings, and other unsightly material. Residents shall plant and maintain their gardens in accordance with the design specifications STATED ON Exhibit F. Certain plantings will be prohibited as specified on said Exhibit as the same may be modified from time-to-time by UII or local governmental regulations.

6.4 Watering. Wasteful watering of any Lot or the landscaping, lawn, or gardens thereon is prohibited. Residents are encouraged to be mindful of their outside water use especially during drought years. Residents shall comply with any temporary water use regulations or ordinances imposed by any governmental agency or authority. Watering between the hours of 10:00 p.m. and 7:00 a.m. is prohibited.

6.5 Diseases and Insects. No Resident shall permit anything or any condition to exist upon any Lot which shall induce, breed or harbor infectious plant diseases, noxious weeds, or noxious insects.

6.6 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to impede vehicular or pedestrian traffic, or to encroach a neighboring Lot.

6.7 Lawns. UII shall provide weekly lawn maintenance services to all Residences during the growing season. Lawn maintenance services shall include only mowing, trimming, and the proper removal of grass clippings from all Residences. Lawn maintenance does not include fertilizing or watering lawns.

6.8 Mailboxes and Newspaper Receptacles. Residents shall not install individual mailboxes on their Lots. The Residents of each Lot have been provided an individual, locking mailbox located near the entrance of the Park or the community center. Maintenance of these individual mailboxes is the sole responsibility of the local Post Office. Residents should obtain keys for their individual mailboxes from the local Post Office. Residents of a Lot may install a newspaper receptacle on their Lot only if attached to their home, porch, patio, or deck.

6.9 Children's Outdoor Play Structures. UII provides a playground for the common use of all Residents and Guests. Residents shall not install, erect or place on any Lot any swing sets, basketball goals, playhouses, trampolines, or similar outdoor play structure unless specifically approved in writing by UII.

Section 7. Maintenance and Care of Residences

7.1 Maintenance and Repair of Buildings, Improvements, Structures, and Driveways. No home, building, improvement or structure on any Lot shall be permitted to fall into disrepair, and each such home, building, improvement and structure shall at all times be kept in good condition and repair and adequately painted, stained, or otherwise finished. Residents shall not do, or permit anyone else to do, anything to any home, building, improvement or structure which will impair the structural integrity thereof, unless prior written authorization of UII is obtained. Homes with damaged roofing, windows, siding or flashing in the form of hail damage, tears, wind damage, dents, chipped and cracked paint, and similar damages shall be replaced or repaired in a cosmetically and structurally acceptable manner within 30 days. In the event any improvement or structure other than a home is damaged or destroyed, then such improvement or structure shall be immediately repaired or rebuilt or shall be demolished and immediately removed from the Lot within 30 days at the Resident's expense. Driveways and parking areas shall be kept clean and free of debris, oil, and other stains. All expenditures involved in the repair and maintenance of any home, building, improvement, structure, driveway, or parking area located on a Lot shall be the sole responsibility of the Resident(s). A Resident shall remove at its expense any improvement, including but not limited to carports, add-ons, decks, porches, sheds, etc., that interferes with repair of public utilities and services. The interior of carports, garages, and any other improvement or structure shall be kept in a neat and tidy manner at all times when the interior of the same is visible from the Roadway or a neighboring Lot.

7.2 Destroyed homes. In the event that a home is destroyed by fire or storm, it shall be removed from the Park at the Resident's expense within 30 days.

7.3 Maintenance of Roadways, Common Areas, and Facilities. These are governed by the Declaration.

7.4 Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered

containers. No trash containers shall be used except those provided by the trash collection provider or otherwise approved by UII. In no event shall any trash container be maintained so as to be visible from the Roadway or a neighboring Lot unless they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. Residents wishing to dispose of large items should arrange to have them transported to the county landfill or dispose of them in some other manner. No outdoor incinerators shall be kept or maintained on any Lot. Burning trash on any Lot or within the Park is prohibited. Residents shall be responsible for keeping the Roadway area adjacent to their Lot free from trash.

7.5 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except: (I) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a home, building, improvement or structure; or (ii) that which UII may require for the operation and maintenance of Roadways, Common Areas, and Facilities in the Park. UII may amend this rule in the future if it decides to erect a community wood shop in or near the community center. Likewise, UII may make exceptions to this rule upon written application by a Resident to permit such Resident to operate a small, personal wood shop in a garage located on the Resident's Lot. Approval of exceptions to this rule shall be based on the nature of the wood shop activity, the level of noise generated thereby, the proposed hours of operation, and the extent of possible interference with other Residents' quiet use and enjoyment of their Residences.

7.6 Firewood. Residents shall not cut firewood on their Lot or anyplace within the Park. Residents shall not cut trees located on their Lot for the purpose of firewood. Residents with fireplaces may store a quantity of firewood, not to exceed one face cord. The firewood must be stored in a neat and orderly manner on an approved stand, off the ground, located behind the shed or between the shed and the home. Woodpiles or other fire material shall be stored in a manner so as not to be attractive to rodents or other animals and to minimize the potential danger from fires.

7.7 Storage of Personal Property. During summer months, Residents shall only store on their Lot in public view a barbecue and standard lawn or patio furniture. During winter months, barbecues and patio and lawn furniture shall be covered and stored to the rear of the home. All other personal property of every kind shall be stored in the home, garage, shed, or other enclosed storage structure located on the Lot at all times when not in active use. No household appliances may be stored outside the home. Residents shall ensure that children's toys of any kind are not permitted to be left unattended in the Roadway and are instead stored in the home, garage, shed, or other enclosed storage structure located on the Lot at all times when not in active use. Because of fire hazard, no flammable or hazardous materials of any kind, with the exception of those which may be listed in Exhibit F, are to be stored or maintained in, on or about and Residence. Lawn and garden fertilizers shall only be stored in the shed or other enclosed storage structure.

7.8 Snow Removal. UII shall provide snow removal services only to the Roadways, Common Areas, and Facilities. Each Resident is individually responsible for removing snow from the driveways, walkways, steps, decks and similar areas located on each Resident's Lot. Chemical ice solvents are permitted provided they are of a type that does not damage and deteriorate concrete, paving or lawn.

7.9 Winterization of Water Pipes. Residents are responsible for all water pipes and lines above ground serving their individual Residences. Residents shall install heat tapes or similar insulation material approved by UII on their personal water lines serving their homes no later than September 15th of every year. Residents shall not run water for extended periods of time to prevent their water pipes from freezing as this wastes water and causes sewer lines to freeze. Any damage caused by neglect, faulty heat tape or insulation, or running water shall be the sole responsibility of the Resident.

7.10 Maintenance During Period of Absence. Should a home or Lot be unoccupied at any time for any period of

time, it is the Resident's responsibility to hire or appoint other individuals to maintain and care for the Residence, including the home and yard, in their absence. If the individuals hired or appointed shall fail to properly maintain and care for the Residence in accordance with these Rules and Regulations, UII reserves the right to take all steps necessary to bring such Residence into compliance with these Rules and Regulations and to bill the Residents therefor. UII shall send written notification of such bill to the affected Residents within thirty (30) days of incurring same, and the affected Residents shall pay such bill with the following month's association fees.

7.11 Home Repairs by UII. Any Resident who requests UII to make a service call or to dispatch Park maintenance personnel to do repairs of any kind in connection with the Resident's Residence which is not the responsibility of UII, shall be charged for the same at current rates for labor and material. Before making any such repairs, UII and/or Park maintenance personnel will notify the Resident that the repair is not the responsibility of the Park and that the Resident will be charged for the repair.

7.12 Notice. In the event a Resident fails to maintain their home and any improvements located thereon in accordance with these Rules and Regulations, UII will give such Resident thirty (30) days written notice of non-compliance, identifying specifically the needed maintenance or repairs. Failure to bring the home and improvements in compliance with these Rules and Regulations within such 30-day notice period shall result in a violation of these Rules and Regulations and the Declaration.

Section 8. Roadway Use Restrictions

8.1 Speed Limit. Residents and Guests shall comply with the Park speed limit of ten (10) miles per hour.

8.2 Driver's License. All persons operating motor vehicles of any kind in the Park must have a valid current driver's license.

8.3 Residents Responsible for Guests. Residents are responsible for the driving habits of their Guests.

8.4 Sports and Leisure. Roadways are for transportation only. Residents and their Guests shall not use Roadways for sports or leisure activities.

Section 9. Motor Vehicles, Recreational Vehicles, and Parking

9.1 Motor Vehicles in General. Due to limited parking and storage areas, there is a limit of two automobiles (pick-up or car) and one motorcycle per Lot. UII may make exceptions to this Lot limit upon written application by Lot Residents to park and operate an additional motor vehicle per Lot. Approval of exceptions to this rule shall be based on the size and nature of the proposed additional motor vehicle, the extent of parking space already occupied by other motor vehicles on the Lot, and the extent of possible interference with other Residents' quiet use and enjoyment of their Residences. All motor vehicles shall have current license and registration tags and shall be in good running condition, shall have quiet exhaust systems, and shall not have loud engines. Motor vehicles shall be used for transportation purposes only, not for sport or pleasure purposes, in the Park. Sport motorbikes and dirtbikes are prohibited in the Park.

9.2 Parking. It is the intent of UII to restrict on-street parking as much as possible. Motor vehicles of any kind, whether owned and operated by Residents or their Guests, shall be parked in garages, carports, residential driveways on a Lot, and other designated parking areas in the Park wherever and whenever such facilities are sufficient to accommodate the number of vehicles at a Lot; provided, however, this section shall not be construed to permit the parking of any motor vehicle otherwise prohibited by these Rules and Regulations. No vehicles shall be stored or parked on blocks. Residents and their Guests shall not park motor vehicles on lawns or patios, shall not block the flow of traffic, and shall not block the driveways of other Lots. Any Guest vehicle using designated

parking areas in the Park for a period in excess of fifteen (15) days will be charged \$5.00 per day for parking. UII reserves the right to demand any Resident or Guest to move a motor vehicle which is parked in violation of these Rules and Regulations or have it towed at the Resident's and/or Guest's expense. The provisions of this section shall not apply to motor vehicles and equipment owned, operated, or hired by UII and parked in the designated maintenance areas.

Section 10. Animals

10.1 Pets and Animals. No animal, bird, fowl, swine, goats, poultry or livestock shall be maintained on any Lot except one (1) dog and one (1) cat (hereafter "pets"), and then only if said pets are kept, bred or raised solely as domestic pets and not for commercial purposes. Residents who wish to have a pet shall obtain written approval from UII, shall register said pet with UII at the Park office, and shall sign a pet agreement for any pet approved by UII. A picture of the pet must be supplied at the time of registration. UII reserves the right to deny or disapprove of any dog or cat which UII believes to constitute a safety hazard (for example, some Dobermans, Pitbulls, and Rottweilers.) Once a Resident's current pet dies, or is otherwise removed from the Park, the Resident may replace such pet with a new pet provided the Resident obtains written approval from UII, registers the new pet, enters into a new pet agreement, and conforms with all other such Rules and Regulations concerning pets. All pets shall be licensed and have the necessary rabies and distemper vaccinations. All pets shall be spayed or neutered and Residents shall supply UII with proof of spaying and neutering to be kept on file at the Park office. Residents shall not permit Guests to bring pets into the Park at anytime, and Residents shall not care for the pets of Guests.

10.2 Wildlife. With the exception of bird feeders, Residents shall not feed or do anything to attract wild animals in the Park. Residents shall not shoot, kill, or trap wild animals in the Park.

10.3 Control of Pets. All pets shall be confined within the home when not outside and accompanied by a Resident. When outside and accompanied by a Resident, pets shall be tethered to a short leash and under such Resident's direct supervision and control. Residents shall not tether pets outdoors and leave them unattended at any time. Residents shall not permit their pets to run at large in the Park. Residents shall not construct or maintain a kennel or other structure for the care, housing, feeding or confinement of any pet on any Lot.

10.4 Pet Waste. Residents shall immediately pick up and properly dispose of all animal waste deposited in, on, or about any Roadways, Common Areas, or Facilities. Given that maintenance personnel will be performing lawn maintenance frequently, and given the problems pet waste poses to maintenance personnel and their equipment, Residents shall pick up and properly dispose of all animal waste deposited in, on, or about such Resident's Lot on a regular basis no less frequently than twice-weekly.

10.5 Pet Nuisance. Any pet that bites any person shall be removed from the Park permanently. Residents shall not permit their pets to make an unreasonable amount of noise, to deposit waste on another Resident's Lot, or to otherwise create a nuisance to other Residents. Any complaints about unreasonably noisy pets or nuisance pets shall be referred to UII in accordance with the grievance procedure set forth in Section 14. A first violation shall result in a written warning. A second violation in a twelve-month period shall result in a fine assessed against the Resident having control over the pet in the amount of \$50.00. A third violation in a twelve-month period shall result in permanent removal of the pet from the Park or eviction of the Resident.

Section 11. Guests

11.1 Guest Registration. Any Guest staying with a Resident for a period of fifteen (15) days shall register with UII at the Park office.

11.2 Conduct and Safety of Guests. Residents are responsible for the conduct and safety of their Guests while staying in the Park. All Guests shall be deemed to have read or been notified of these Rules and Regulations and all other rules, signs, or notices posted by UII in, on, or about any Roadway, Common Area, or Facilities within the Park. Any violation of these Rules and Regulations or any other rule posted within the Park by UII by a Guest shall be imputed to the Resident with whom such Guest is staying and the Resident shall take full responsibility for all such violations whether they involve the payment of expenses and full restitution, clean-up, or removal of personal property from a Lot. To avoid any misunderstanding or embarrassment, ensure that all Guests read and comply with these Rules and Regulations and other rules or notices posted within the Park.

Section 12. Personal Conduct and Safety

12.1 Laws and Unlawful Conduct in General. Residents shall comply with all federal, state and local laws, ordinances and regulations. A violation of any federal, state or local laws, ordinance or regulation which also interferes with other Residents' quiet use and enjoyment of their Residences may result in eviction. Residents shall not do any act or engage in any conduct that injures or threatens to injure the health and safety of UII personnel, Residents, or Guests. Residents shall not make any false report regarding UII, the Park, or any Resident to law enforcement or other public authorities and shall not defame UII, the Park, or any Resident. Residents shall not unreasonably interfere in the personal or business affairs of UII, the Park, or any Resident.

12.2 Nuisances; Construction Activities; Hazardous Activities; Lighting. No rubbish, debris or construction materials (other than temporary construction materials) of any kind shall be placed or permitted to accumulate upon or adjacent to any Residence. No odors or loud noises shall be permitted to arise or emit from any Residence so as to render such Residence, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other Residence or Resident. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Resident or Lot. Without limiting the generality of any of the foregoing provisions, no exterior loud speakers, horns, whistles, firecrackers, bells or other sound devices, except wind chimes and security devices used exclusively for security purposes and radio or stereo speakers played at a subdued level, shall be located, used or placed on any Lot. Normal construction activities and parking in connection with the building of improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this section. No activities shall be conducted upon or adjacent to any Lot, Roadway, or Common Area which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or weapons of any kind shall be discharged in the Park, no explosives or hazardous or toxic materials of any kind shall be discharged or stored upon any Lot, and no open fires shall be lighted or permitted on any Lot, Roadway, or Common Area except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace. No lighting will be permitted which causes unreasonable glare to neighboring Residences or Facilities except that lighting which is reasonably necessary for safety purposes.

12.3 Provoking Pets. Residents shall not tease, torment, or otherwise provoke the pets of other Residents.

12.4 Trespassing. Residents shall walk on designated community walkways and Roadways and shall not trespass through Lots or units owned by others.

12.5 Damage to Park. Residents and Guests shall not tamper with, cause damage to, or vandalize the Park, its Roadways, Common Areas, and Facilities, its fuses, electric connections, television connections, other Park utility connections, or the Residences and personal property of other Residents and Guests.

12.6 Alcohol and Drugs. Residents shall restrict the consumption of alcoholic beverages to the confines of their home, deck, porch, and patio areas. Any excessive and/or prolonged abuse of alcohol which interferes with other Residents' quiet use and enjoyment of their Residences may result in eviction. The use of illicit drugs or other

controlled substances within the Park is prohibited. Any belligerent behavior, whether induced by alcohol, illicit drugs, or prescription drugs, is prohibited.

12.9 Use of Common Areas, Roadways, and Facilities. All Facilities are for the exclusive use of the Park Residents in good standing and Guests provided such Guests staying in excess of fifteen (15) days have registered and paid the required user fees. Use of Facilities by Residents and Guests who do not meet the foregoing qualifications shall be considered an unlawful trespass and such Residents and Guests will be required to leave the Facility. Residents and Guests shall observe and follow any and all additional rules, notices, and safety measures posted at or on any Common Area, Roadway, or Facility. Residents and Guests assume the risk of any and all injuries to person or property while using or while located in, on, or about the Common Areas, Roadways, and Facilities. UII shall not be responsible or liable to any person for accidents or injury to any person or property occurring in, on, or about the Common Areas, Roadways, and Facilities. There is no lifeguard or similar supervisory person on duty at any time at any Facility. Parents, guardians and babysitters are directly responsible for the safety of their children, or children within their control, and are directly responsible for ensuring that such children observe and follow the additional rules, notices, and safety measures posted at or on any Facility.

Section 13. Removal, Replacement, and Resale

13.1 Resale of Home and Improvements; UII First Option to Purchase; Qualifications of Purchaser. If a Resident desires to sell its home and improvements located on a Lot to a prospective bona fide purchaser, such Resident(s) shall be deemed to have first offered his/her/their home and improvements for sale to UII at the purchase price offered by such prospective bona fide purchaser. UII shall have an option to purchase the Resident(s)' home and improvements, such option to extend for a period of forty-five (45) days (hereafter "Option Period") after receipt of the Resident(s)' notice of offer from a prospective bona fide purchaser. If UII shall not exercise its option to purchase within the Option Period, the Resident may sell the home and improvements to the prospective bona fide purchaser. As a condition of the sale, the prospective bona fide purchaser shall first apply for residency by completing all necessary forms and agreements required by UII, shall meet the requirements and qualifications contained in such forms and agreements, and shall execute an Agreement to take effect as of the prospective date of closing or other date as agreed in writing by UII, the seller, and the prospective bona fide purchaser. UII, in its sole discretion, reserves the right to deny residency to any prospective bona fide purchaser for the following reasons: (i) failure to submit to residency application and age verification procedures, (ii) unsatisfactory credit worthiness, (iii) failure to meet the necessary age restrictions imposed by these Rules and Regulations, (iv) the prospective buyer has previously been evicted from this Park or any other rental facility, and (v) any other legal grounds. After seller and prospective bona fide purchaser have closed the sale, the purchaser shall provide UII proof of ownership of the home and improvements, such as copies of the title and bill of sale.

13.2 Outstanding Obligations of Selling Resident. If, at the time of closing of the sale of a home to a purchaser other than, the seller's home, the Lot, and any improvements thereon violate any of these Rules and Regulations and the seller's Lot security deposit is insufficient to pay for correcting any and all such violations, then the purchaser shall assume full responsibility for correcting any and all such violations at its sole expense. It is the purchaser's responsibility to consult with UII concerning any violations of these Rules and Regulations and to ensure that the seller corrects the violations prior to closing the sale. If a purchaser fails in this regard, purchaser's only remedy shall be to seek reimbursement or indemnification from the seller directly.

Section 14. Enforcement and Grievance Procedure

14.1 Enforcement. UII, in accordance with State and federal law, shall uniformly apply and enforce these Rules and Regulations and the Lease Agreement with each Resident. Notwithstanding the generality of the foregoing provision, UII may allow exceptions to the Rules and Regulations under circumstances of hardship to the extent making such exception does not violate state or federal law. UII shall have the right to enforce these Rules and

Regulations by referring an appropriate matter to local law enforcement. The foregoing provision shall in no way prevent a Resident from registering his/her own complaint with law enforcement if appropriate. UII shall further have the right to enforce, by any proceeding at law or in equity, these Rules and Regulations in any court of appropriate jurisdiction and shall be entitled to any other appropriate relief including money damages, reasonable attorneys' fees and court costs. Failure by UII to enforce any violation of these Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter.

14.2 Notice. Any and all complaints by one Resident against another Resident or UII shall be initially submitted in writing to UII and shall state the nature of the problem, all relevant facts concerning who, what, when, where, and how, and if applicable, the particular rule(s) believed to have been violated.

14.3 Response and/or Investigation. Should UII disagree in principle to the propriety of any complaint, it shall provide the complaining Resident a written statement of its position on such matters, and if applicable, its intent or interpretation of the particular rule(s) involved. If UII believes the complaint warrants further inquiry into the matter, UII shall have the right to request the alleged offending Resident to respond to such complaint in writing or UII shall conduct further investigation concerning the complaint. If the written statements of the individuals involved and UII's independent investigation supports the conclusion that a violation in fact occurred, UII shall issue a written notice of violation to the offending Resident, and the offending Resident shall correct the violation or remit restitution for any damage caused within the time period stated elsewhere in these Rules and Regulations, but no later than thirty (30) days from the date of the notice of violation.

Section 15. Miscellaneous

15.1 Amendment. UII reserves the right to amend all or any part of these Rules and Regulations to such an extent and with such language as may be required to clarify a rule, comply with any and all federal, state, and local laws, codes, ordinances, or regulations, or when UII in its sole discretion determines amendment is necessary to meet the needs of the Residents. UII shall provide all Residents with thirty (30) days written notice of any amendments to these Rules and Regulations and the effective date thereof. UII shall post the amendment in a conspicuous place within the Park for thirty (30) days and shall provide each Resident with a copy of such amendment.

15.2 Assignment. UII reserves the right to assign these Rules and Regulations to any successor/owner of the Park, and they shall remain in full force and effect and binding upon the respective parties.

15.3 Severability. If any provision of these Rules and Regulations is held invalid or is in conflict with any other law, such invalidity or conflict shall not affect the validity or enforceability of any of the other provisions thereof.

15.4 Remedies Cumulative. The rights of UII contained herein are cumulative and not exclusive.

15.5 No Waiver. Failure of UII to exercise any right shall not operate to thereafter forfeit that right or any other right.

15.6 Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Rules and Regulations may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to a Resident at the address of any Lot or to any other address last furnished by a Resident to UII.

15.7 Headings and Construction. All captions, titles or headings used in these Rules and Regulations are for

convenience and reference only and do not constitute matter to be construed in interpreting these Rules and Regulations. Words of any gender used in this Declaration shall be held and construed to include any other gender. Words in the singular shall include the plural, and words in the plural shall include the singular, unless the context requires otherwise.

EXHIBIT F
STANDARDS FOR MANUFACTURED HOMES.

KNOW ALL MEN:

REQUIREMENTS AS FOLLOWS:

A) THE MINIMUM CONSTRUCTION STANDARDS FOR ALL HOMES, GARAGES OR CARPORTS ARE AS FOLLOWS:

- 1. RECESSED PERMANENT FOUNDATIONS ARE REQUIRED AND HAVE TO MEET OR EXCEED CURRENT HUD SPECIFICATIONS AS WELL AS LOCAL CODES AND SPECIFICATIONS.**
- 2. MINIMUM MANUFACTURED HOME REQUIREMENTS: SEE ATTACHED EXHIBIT**

B) HOME SIZE:

- 1. TWO (2) OR THREE (3) SECTION, SINGLE STORY HOMES ONLY.**

- 1. TWO (2) BEDROOM AND DEN FLOOR PLANS ONLY**

C) HOMEOWNERS:

- 1. MAXIMUM OF FOUR (4) RESIDENTS PER RESIDENCE.**
- 2. MUST PROVIDE BACKGROUND INFORMATION OR AGREE TO A BACKGROUND CHECK.**
- 3. COUNTY ORDINANCE NOISE RESTRICTION TO BE ENFORCED.**

MANUFACTURED HOME CONSTRUCTION REQUIREMENTS

-5 YEAR HOME WARRANTY ON STRUCTURAL AND MECHANICAL COMPONENTS
-EACH HOME FULLY CERTIFIED FOR COMPLIANCE TO STRINGENT H.U.D. CODES
-30# SNOW LOAD DESIGN PACKAGE
-3/4" FLOOR DECKING ON TRANSVERSE 2"X6" FLOOR JOIST SYSTEM 16"O.C.
-2"X6" SIDEWALLS, 7 1/2' HIGH, 16" ON CENTER, WITH R-19 FIBERGLASS KRAFT-BACK INSULATION
-12"EAVE FRONT & REAR WITH FULLY VENTED SOFFITS/GUTTERS & DOWN SPOUTS
FULL ROOF 12" OVER HANG BOTH ENDS
-SOLID STEEL CHASSIS FRAME 10" OR 12" I-BEAMS WITH DETACHABLE HITCHES
-ENERGY STAR AND SUPER GOOD CENTS CERTIFIED ENERGY EFFICIENT HOME
(QUALIFIES FOR MANY INCENTIVE PROGRAMS) R-38 FIBERGLASS ROOF
INSULATION-VAULTED, R-19 FIBERGLASS KRAFT BACKED SIDEWALL, R-33 FIBERGLASS
FLOOR INSULATION
-HOUSE WRAP SIDEWALL UNDERLAYMENT FOR WATER AND WIND PROTECTION
-VINYL THERMAL-BREAK DUAL GLAZED CLASS 35 ENERGY STAR CERTIFIED WINDOW
WITH LOW-E GLASS
-GAS OR ELECTRIC FURNACE WITH PROGRAMMABLE DIGITAL THERMOSTAT AND
SUMMER FAN SWITCH, HEAT PUMP APPROVED
-ENGINEERED HVAC HEAT DUCT SYSTEM FOR EVEN DISTRIBUTION THROUGH HOME
-WHOLE-HOUSE VENTILATION SYSTEM
-25 YEAR WARRANTY CEMPLANK FIBER CEMENT SIDING, EAVES & TRIM
-"OWENS CORNING" 25 YEAR WARRANTY "SUPREME" SHINGLE WARRANTY
-36" IN-SWING SUNBURST ENTRY DOOR WITH SECURITY DEADBOLT, KNOCKER, PEEPHOLE
-LANTERN LIGHT AT FRONT ENTRY DOOR, PORCH LIGHTS AT ALL EXITS



-EXTERIOR G.F.I. RECEPTACLE PLUS HEAT TAPE PLUG AT WATER SUPPLY INLET
-FREEZE RESISTANT "PEX" PLUMBING SYSTEM WITH BRASS FITTINGS
-40 GALLON DUAL-ELEMENT ELECTRIC OR GAS WATER HEATER WITH WATER HEATER PAN
-PLUMB AND WIRE FOR WASHER AND DYER
-WHOLE HOUSE SHUT-OFF VALVE IN UTILITY AND INDIVIDUAL SHUT-OFF VALVES AT SINKS AND TOILETS
-DRAWER-OVER DOOR CABINET SYSTEM IN KITCHEN
-BANK OF DRAWERS KITCHEN AND MASTER BATH
-POWER RANGE HOOD WITH DUAL CONTROLS FOR FAN AND LIGHT
-MICRO-WAVE PANTRY W/ROLL-OUT DRAWERS IN LOWER TWO CABINETS (SOME PLANS)
-BASE AND CENTER LOWER CABINET SHELVES ADJUSTABLE UPPER CABINET SHELVING
-4 1/4" BULLNOSE CERAMIC TILE BACK SPLASH KITCHEN & BATH COUNTERS
-BULLNOSE CERAMIC TILE EDGE KITCHEN
-9" DEEP PORCELAIN-ON-STEEL RIMLESS DUAL BASIN KITCHEN SINK
-18 CU FT DBL. DOOR NO FROST ENERGY STAR RATED REFRIGERATOR
-30" DLX ELECTRIC FREE STANDING RANGE W/CLOCK, TIMER & OVEN WINDOW
-4 CYCLE ENERGY STAR RATED DISHWASHER
-SINGLE-LEVER ALL METAL KITCHEN FAUCET WITH SPRAYER
-POWER VENT FANS BOTH BATHS
-4 1/4" BULLNOSE CERAMIC TILE BACK SPLASH BATH COUNTERS
-BULLNOSE CERAMIC TILE EDGE BATHS
-TOE-KICK HEAT REGISTERS BATHS AND KITCHEN
-SINGLE-CONTROL FAUCETS IN BATHS WITH OVERFLOW & POP-UP DRAIN
-60" 1-PIECE FIBERGLASS TUB/SHOWER WITH TILE-LOOK FINISH
-WALL MOUNT 4-BULB BAR LIGHTS ABOVE BATH VANITY SINKS
-FULL SIZE BEVEL GLASS BATH MIRRORS
-TOWEL BARS AND PAPER HOLDERS
-TAPE & TEXTURED WALLS WITH WASHABLE PAINT; SHEETROCK GLUED & SCREWED TO STUDS SIDEWALLS & CEILINGS, JOINTS SEAM TAPED- TEXTURED WINDOW SURROUNDS,

BASE SILL LEDGE

.....5/8" CEILING SHEETROCK SCREWED TO RAFTERS

.....MORTISED HINGED INTERIOR PASSAGE DOORS

.....30" WHITE 6-PANEL INTERIOR DOORS AND WARDROBES

.....3/4" THICK SOLID WOOD CABINETS FACE FRAME AND 3/4" THICK SOLID WOOD CABINET DOORS

.....HEAVY-DUTY CONCEALED CABINET HINGES

.....18 OUNCE CARPET WITH RE-BOND PAD AND 5 YEAR STAINSAFETY WARRANTY

.....10 YEAR WARRANTY VINYL FLOORING

.....METAL MINI-BLIND WITH VALANCES

.....ELECTRIC DOOR CHIME FRONT ENTRY

.....DESIGNER 5 ARM CHANDELIER

.....8" 2-BULB LIGHTS WITH GLASS GLOBES INCLUDING BEDROOMS

.....HEAVY-DUTY OVERHEAD UTILITY SHELF

.....3 WAY SWITCH IN UTILITY (WHERE APPLICABLE)