

# *Smoky Ridge*

## *Guidelines for Community Living*

### *Rules and Regulations*

*Revised February 22, 2018*

Welcome! Thank you for being a part of our community. We are committed to providing our residents pleasant surroundings within a well-governed, peaceful and attractive manufactured home community.

The Community Rules and Regulations have been created to provide our Residents with a written statement of our Community standards and procedures. Please read the Rules and Regulations carefully. If you do not understand a particular rule, please ask your Community Manager to explain it to you.

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## **Management Approval**

All prospective residents 18 years and older must complete a RENTAL APPLICATION. Management has the right to reject a prospective resident for any reason not prohibited by law. The RENTAL APPLICATION will review the applicant's criminal, credit and background history, in a consistent manner, to determine approval or denial of the application. If a prospective resident provides false or misleading information in the Rental Application, the application will automatically be disqualified. There is a \$20 fee per application.

## **Occupancy**

Maximum occupancy within a manufactured home in the community shall be as follows: Two (2) persons per bedroom. Any person residing within a home for more than thirty (30) days will be considered a permanent occupant and must be registered and approved by Management.

## **Acknowledgement of Community Rules and Regulations**

Prior to admission to this community, each Resident must sign an acknowledgement that they have received and read a copy of the Community Rules and Regulations as set forth herein and any amendment thereto. All terms and conditions of the Lease Agreement are specifically incorporated herein and Residents whether they have accepted or declined to sign the written lease must comply with such terms and conditions as well as with these Rules and Regulations. Residents agree that they, as well as all other occupants residing in their home and all of their guests, will abide by the Community Rules and Regulations and all state, county, and city/township laws and ordinances. Failure to comply with the Rules and Regulations or other laws may result in the termination of tenancy as provided by law.

## **Amendments**

From time to time, rules and regulations may be changed or additional rules may be added. Prior to the implementation of a new or amended rule or regulation, a thirty (30) day written notice of the proposed change will be forwarded to Resident and a copy thereof posted in a conspicuous location within the community. New or amended rules or regulations will be effective thirty (30) days after delivery and posting. Any new or amended rule or regulation will be considered a part of the Rules and Regulations and will be enforced accordingly.

## **Enforcement of Rules and Regulations**

Every effort will be made by Management to ensure that the Rules and Regulations are enforced and that the quiet enjoyment and comfort of all Residents is not disturbed. Ignorance of a Rule or Regulation cannot be accepted as an excuse.

## **Notice of Rule Violation**

Residents who violate a rule or regulation will be contacted by Management, either by a personal visit, a telephone call or the issuance of a written Rule Reminder, Notice of Rule Violation or a Notice to Quit/ Termination of Tenancy. If a Notice of Rule Violation is issued, it is expected that the violation will be corrected by the date stated on the Notice. Failure or refusal to correct a violation or chronic or repeated violations of the Rules and Regulations may lead to eviction proceedings. Please note that compliance with the Rules and Regulations is absolutely essential to provide you and your neighbors pleasant and peaceful surroundings.

## **Payment of Rent/Failure to Pay Rent**

Rents are to be paid monthly in advance. Rental payments may be mailed, paid in person or placed in through the door of the Community Office. Rent is due on the first day of the month. A late/liquidated damage charge of \$25.00 will be assessed to all Residents whose rent is not received by Management on or before the fifth day of the month. Payment of rent may be made by personal check, money order, cashiers check or certified check. For safety purposes, cash will not be accepted. A charge of \$40.00 will be assessed to any resident whose personal check is not honored for any reason. Thereafter, the Resident must make rental payments by money order, cashiers check or certified check for a period of six (6) months. At the expiration of the six month period, if the resident has paid all rents and other charges on a timely basis during that period, management will once again accept the payment of rent by personal check.

In the event Resident fails to pay rent or other charges on or before the fifth day of the month, management will issue a Delinquent Notice requiring the Resident to either pay all charges due or remove their home from the community. If management thereafter institutes legal action against Resident based on the default in the payment of rent, the payment of rent then due will only be accepted by money order, cashiers check or certified check. Additionally, Resident shall reimburse management for the expense incurred by management as provided by law.

## **Home Maintenance**

Resident shall maintain the home and site in a clean, attractive fashion at Resident's own expense at all times. Failure to maintain the physical condition of the mobile home or mobile home site is just cause for termination of tenancy.

All windows and doors are to be in good condition. Broken windows are to be repaired immediately. No plastic is to be used for replacement.

Lawns are to be raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. In the event a resident fails to maintain the home site as required, a Rule Violation Notice requesting the Resident to perform the maintenance by a certain date will be issued. If the violation is not corrected as requested, management has the right to enter upon the site and perform any and all necessary maintenance as permitted by law. The charges incurred as a result of such maintenance shall be deemed to be rent and collectable as rent. The charges for such work shall be as follows: All other repairs and maintenance work resulting from residents failure to maintain premises in good repair: (per hour, per occasion) \$25.00.

There shall be a one (1) hour minimum if management provides any of the services outlined herein. Management reserves the right to raise or lower said fees, charges or assessments upon thirty (30) days written notice to Resident of such damages.

No towels, rugs, wearing apparel or other forms of laundry of any description may be hung outside the home. No clotheslines or lines of any kind are permitted.

Resident is responsible for maintenance of personal yard lights, including insuring that the yard lights are operable during the hours of dusk to dawn daily.

## **Storage Shed**

If there is any outdoor storage of any kind, a utility shed must be installed at the Resident's expense (one shed per home site). Resident is required to obtain written approval, as it pertains to materials and location, from Management before installing or altering the current structure in accordance to local, county or state building code. Shed sizes are to be between eighty (80) to one hundred twenty (120) square feet and cannot exceed eight (8) feet in height. Shed color is to match or attractively accent the mobile home. Sheds are to be kept in good repair at all times. It is recommended that sheds be anchored in case of high winds. All toys, bicycles, tricycles, lawn care

equipment, folding lawn chairs, garden tools, ladders, etc. must be stored in a shed when not in use.

### **Carports**

Carports are allowed, but must be approved by management.

### **Trailers and Boats**

Trailers and boats are not permitted at home sites.

### **Tents and Sunshades**

Tents, sunshades, and other temporary structures are not permitted in the community.

### **Patio/Lawn Furniture**

Residents shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored when not in use.

### **Gardens**

Small, non-commercial gardens are allowed with management's approval.

### **Firewood Storage**

Firewood is to be stored at the rear of the home in a neat and attractive manner at least 12" off the ground. Firewood storage is limited in size to a pile 2' wide X 6' long X 4' high. Placement of firewood may not interfere with proper spacing requirements between home.

### **Rubbish Removal**

Rubbish is to be placed in durable, plastic bags and stored inside the shed or home until taken to the dump. Trash bags are not to be left outside the home. Residents are responsible for placing their rubbish at the proper location. Residents are responsible for arranging for removal of large, bulky, heavy items at their own expense. In the event Management must remove Resident's rubbish of any kind, Management reserves the right to charge the Resident additional fees for such removal.

## **Winterizing Home**

Any winterizing of homes (such as plastic being used for storm windows, insulating the skirting, etc.) must be on the interior of the home. There will be no temporary exterior attachments of any nature. A water supply protection device, such as heat tapes, UL or similarly listed, shall be installed at the time the home is installed on site and be replaced when necessary to prevent freezing of service lines, valves and riser pipes.

## **Automobiles**

Resident shall park only in the space(s) provided by Management. Parking of vehicles is not allowed on streets, fire lanes, lawns or patios. Residents shall not use visitor parking spaces for personal use.

All vehicles are to be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within the community is not allowed.

Routine maintenance or minor repairs on vehicles may be carried out at the home site. i.e. change spark plugs, replace fan belts, or repair a flat tire. Other repair or maintenance projects such as repairing or replacing an exhaust system, oil change, or rebuilding an engine are not permitted. Any vehicles dripping oil or gasoline must be repaired immediately. These spills must be cleaned up by Resident, or Management may do so and charge the Resident.

No vehicle with a load capacity in excess of one (1) ton shall be kept, stored or placed within the community, except while making regular deliveries.

All vehicles operating within the community must abide by the posted (15 MPH) speed limit and traffic signs. Residents who violate the posted speed limit or other traffic signs may be evicted.

As permitted by law, Management reserves the right to remove vehicles parked in violation of these Rules and Regulations, and further reserves the right to remove inoperable vehicles or vehicles without current license plates. All costs incident thereto shall be paid by the Resident.

Automobiles may be washed at the home site except during times of water restrictions.

## **Motorcycles**

Motorcycles are allowed to operate only for transportation in and out of the community. Joy riding within the community is not allowed. Motorcycles are to be parked in Resident's assigned parking space or they may be stored in Resident's storage shed. Parking on the home site or elsewhere is prohibited.

### **Recreational Vehicles**

The operation of trail bikes, minibikes, snowmobiles, off-road vehicles, all-terrain vehicles, electric powered transports and other vehicles of this nature is not allowed within the community. Transportation to and from the home site is to be by trailer only. The storage of boats, campers, motor homes, and other forms of recreational vehicles upon the home site or in the street is strictly prohibited unless the vehicle is stored within Resident's shed. No persons may sleep or live in any type of recreational vehicle. No form of recreational vehicle may be attached to any utility connection.

### **Recreational Vehicle Storage**

Management may provide recreational vehicle storage on the community grounds and its use will be available to Resident as space allows. In order to store a recreational vehicle in the RV Storage area, the Resident must complete a RECREATIONAL VEHICLE REGISTRATION/DISCLAIMER at the office and pay all storage charges, if such charges are required. If the recreational vehicle storage area is used by Resident, Resident agrees to accept all liability and agrees to park the recreational vehicle in an orderly manner and to help keep the storage area free from litter.

### **Pools and Hottubs**

Pools and hottubs are not permitted at home sites.

### **Conduct**

It is requested that all Residents respect the rights of others to enjoy the quiet and peaceful use of the community. Excessively loud talking, abusive language, shouting, radio, television, stereos, and other disturbing noises are not permitted within this community. Interference with the quiet enjoyment of other Residents of the community may result in eviction.

### **Children**

Parents and legal guardians are responsible for the actions of their children according to applicable local ordinances and state laws. Actions of Resident's children which interfere with quiet enjoyment of other Residents may result in eviction.

### **Children's Recreation and Playground Equipment**

Trampolines, swing sets, swimming and wading pools are not allowed at the home site. Management may provide playground equipment for the children of the Residents within the community. Parents and legal guardians are to stress safety and supervise their children.

### **Personal and Fire Safety**

Management is concerned with you and your family's well-being. Our Rules and Regulations are the means of providing a happy and safe living environment. Adherence to the following guidelines is very important:

- All Residents are advised to exercise proper care and safety to insure against accidents occurring in and around the mobile home, the home site, and surrounding community. Please note that you are responsible for the actions of your children and guests, as provided by law.
- All homes are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn mowers, etc. under your home.
- It is the responsibility of each Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the community.
- "Children Playing", "Stop", "15 M.P.H.", and other signs of this nature must be adhered to.
- Actions which interfere with the health, safety, or welfare of the mobile home community, its employees, or Residents, is just cause for termination of tenancy.
- Residents should furnish Management with the name, address, and telephone number of a person to be notified in case of an emergency.
- Residents should provide up to date contact information to the office.

### **Loss and Liability**

It is recommended that each mobile home owner procure a mobile home comprehensive form insurance policy insuring a home against loss or damage. It is also recommended that Residents include liability coverage for personal injuries which may occur on the home site or within the mobile home.

### **Disclaimer**

Management disclaims responsibility for accident or injuries to Residents, their family members or guests, which may occur within this community except for Management's failure to perform a duty or negligent performance of a duty imposed by law. Furthermore, damaged or lost property resulting from fire, theft, wind, floods, or any other act of God which is beyond the control of Management is also specifically disclaimed except for Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

### **Advertising, Soliciting and Commercial Business**

Advertising, soliciting or delivering handbills is not permitted. Management reserves the right to communicate with Residents through distribution of written materials from time to time. No commercial enterprise or business that violates any local, county, or state zoning ordinance may be conducted in the community.

### **Right of Entry**

Management shall have the right to enter onto the home site to inspect, repair, or make alteration or additions to the premises or the utilities situated on the leased site, or for the purpose of protecting the community. Management may enter upon the home site at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the Resident's quiet enjoyment.

### **Improvement and Alterations**

Resident shall make no alterations to the exterior of the mobile home or to the leased site without first obtaining the written permission of management. Residents must provide management with a sketch to scale of the appearance or location of the proposed improvement or alteration. (i.e. porch, deck, carport, shed, awning, cement pad or other home additions)

Resident is responsible for contacting utility companies to verify the location of any underground utilities and the sketch of the proposed alteration is to clearly and accurately indicate the location of such buried utility lines.

Resident is responsible for obtaining any required building permits. Residents who make improvements or alterations without first obtaining required building permits and/or the written approval of Management may be required, by Management, to remove the improvements or alterations.

All improvements and alterations are to be performed by a licensed contractor unless the improvements or alterations are performed by the resident.

All improvements, alterations, anchoring equipment and utility hookups, with the exception of concrete pads, shall remain the property of the resident. If Resident chooses to later remove any such equipment, the site shall be restored to its original condition.

Resident may, after supplying management with the details and obtaining written approval, plant trees and shrubs for their mobile home site. Management reserves the right to reject certain species of trees and shrubs as unsuitable for planting on a home site.

### **Keys**

In the event that Management provides keys to Residents, for any reason, a fifteen (\$15.00) dollar deposit charge will be assessed for each and any lost key.

### **Firearms and Explosives**

There will be absolutely no BB guns, air guns, firearms, fireworks, or similar devices discharged, within the confines of this community. Small fireworks are permitted on the Fourth of July.

### **Pool**

Violation of the following rules may result in suspension of pool privileges or eviction:

- Residents Only
- Guests Must Be Accompanied by a Smoky Ridge Resident
- No Glass, Food, Gum, Smoking, or Vaping
- No Running, Flips, Diving, Rough Play, or Yelling

- No Skateboards or Bikes
- No Animals
- Adult Supervision Required for Children Under 14 Years of Age
- Diaper Age Children Must Wear "Swimmers"
- Dry Off Before Entering Restrooms
- No Open Sores or Lesions
- Proper Swim Attire is Required
- Swim at Your Own Risk
- Be a Good Neighbor

***The Following Section is for Homeowners Only***

**Owner of Record**

Resident warrants and represents that he is the owner of the mobile home and that his name appears on the Certificate of Title. All homes located in the community must be titled by the State of Tennessee and a copy of such title must be provided to Management. A copy of the sales contract or Certificate of Title to the manufactured home along with the current name, address and phone number of all lienholders must be furnished to the Community Office as soon as it becomes available to the Resident. If there is any change in the title or change in lienholder information, the Community Office must be notified in writing. Residents must immediately notify the Community Office of their home and work phone numbers and changes in phone numbers. The titleholder(s), lienholder(s) or any party who acquires title or possession of the home will be responsible for all past, present or future obligations to the Community.

**Manufactured Home Installation Standards**

All manufactured homes brought into the community are to be installed in accordance with all applicable local ordinances and state laws concerning placement, anchoring, and installation and in accordance with the

manufacturers written installation instructions prior to Resident taking occupancy therein.

The manufacturer of your home should provide written instructions specifically created for the installation of your manufactured home. For your safety and welfare, you should make sure your home is installed by a licensed mobile home installer who is familiar with the installation requirements, including but not limited to placement, blocking and utility (gas, water and electric) hookups.

In addition to the above, the community installation requirements and standards are as follows:

- Each mobile home site shall be numbered with the street address and clearly marked for positive identification. Numerals must be at least four (4") inches high and easily readable from the street serving the site.
- Approved skirting is required and must completely enclose the space beneath the home. Skirting is to be properly ventilated, and access panels of sufficient size in the utility hookup areas are to be in place. Materials and colors are to match or attractively accent the exterior of your home. Residents shall skirt their home within thirty (30) days of its placement on the site. The area beneath the home is to be kept clean and no combustible material, debris or any other storage is to be present.
- Steps leading to the entry doors are to be enclosed cement, fiberglass or treated wood. Approved handrail(s) must be attached. Steps are to be maintained in a safe and attractive manner. Off-side entry doors are not to be used as a primary entrance. All steps must be incorporated in an allowed deck.
- All porches and decks must be constructed of treated wood and all exposed sides are to be skirted. Proper handrails must be installed on all exposed sides. Awnings and additions are to be of approved materials. All are to be maintained in good condition. Prior to the installation of a porch, deck, awning or addition, the Resident must first obtain written approval of Management.
- Utility connections of electrical, water, and sewer on the home are the sole responsibility of the Resident. All utility hookups shall be made in compliance with applicable state or local laws and regulations and the manufacturers written instructions. Utility connections are to be maintained in a good, safe and leak-proof condition at all times. Any tampering or altering of these connections is strictly forbidden.

- Telephone and TV cable lines are to be buried underground during installation by the appropriate company. Residents are responsible for confirming that this is done. If it becomes necessary for Management to bury the lines, the Resident will be charged accordingly for such work. No roof mounted satellite dishes.
- Central air conditioner compressors must be placed on a cement or other approved slab on the main door side or rear of the home site. Window air conditioning units must be securely braced to the home and cannot be supported by any extensions to the ground. All air conditioning units must be attractively maintained.
- Hitches must be removed from the home upon installation and stored beneath the home. If hitches have not been removed from homes currently located in the community, Residents must attractively maintain the hitch and area surrounding the hitch. Upon an on-site resale of the home, Resident must remove the hitch or enclose it with approved skirting material.
- The manufactured home frame must be placed as close to the ground as possible.
- Resident shall be solely responsible for any damage to community property or that of other residents resulting from the installation of the manufactured home.
- Fences may not be installed around or upon the home site.
- All homes are to contain at least one (1) fire extinguisher with a minimum of 10-B-C rating and a smoke detector, both approved by a nationally recognized independent testing laboratory.

### **Assignment of Lease/Subletting**

This lease is not assignable. Resident may not sublease the mobile home site or lease the home to any individual who has not applied for and been accepted as a resident by Management. All homes located in the community must be owned by community or owner-occupied.

### **On-Site Resale of Home**

The right to occupy a home on the lease site is not unconditionally transferable with the sale or transfer of title to the mobile home. To insure that the purchaser(s) of your home, should you decide to sell it, will be permitted to

keep and occupy the home on the leased site, the following criteria must be met:

- The exterior physical appearance of and condition of the mobile home and leased site must be in good condition (windows, exterior siding, sheds, lawns, etc.). Therefore, prior to listing the home for sale, you are required to have management inspect the exterior of your home and leased site to ensure that they are in compliance with community standards. The fee for the inspection is Twenty and no/100 dollars (\$20.00) which must be paid days prior to the inspection. The inspection is valid for ninety (90) days and, if your home is not sold within that period, a supplemental inspection, at no charge, is required. All items that need repair or correction must be completed, weather permitting, prior to management's final authorization of resale.
- One 18" X 24" For Sale sign may be placed inside the front window of the home, but only after the inspection fee has been paid and all repairs and corrections have been completed.
- If the home is to remain on the leased site, the buyer must meet with community management, apply for and be approved for residency PRIOR to the closing on the sale of the home. If the purchaser of the home occupies the home without first having obtained Management approval for residency, the purchaser will be deemed to be a trespasser and may be evicted from the community. The Resident will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home.
- Any improvements, alterations or additions to the mobile home and/or home site which are to remain on the home or home site following the onsite sale of the home, with the exception of concrete pads, must be sold and ownership transferred to the purchaser upon the sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected to insure that they have been properly installed, activated and maintained.

### **Removal of Home**

- Resident must provide Management with thirty (30) days written notice of intent to remove the home from the leased site. If the tenancy is pursuant to a written lease and Resident intends to remove the home upon expiration of the lease, Resident must, at least thirty (30) days prior to the expiration of the lease, provide Management with written notice of intent to remove the home. The removal of a home by Resident

prior to the expiration of the lease term will result in the Resident's continued liability for rent until the expiration of the lease term or until Management is able to lease the home site, whichever occurs first. Forms for notifying Management of Resident's intent to remove the home are available in the community office.

- Failure to provide a timely written notice will result in Resident's continued liability for payment of rent for a thirty (30) day period commencing with the date Management actually received written notice of Resident's intention to vacate or if home is removed without any prior written notice, then Resident shall remain liable for rent for a thirty (30) day period commencing with the date the home is actually removed from the community. All rents and applicable charges due by resident to management must be paid in full prior to the removal of the home from the leased site.
- The leased site must be left in clean and neat condition. Any improvements or installations placed on the leased site including, but not limited to, decks, sheds, porches, tie-down anchoring systems, awnings, carports, etc. must be removed from the leased site. These items do not become fixtures or property of the community. Only trees and shrubs may remain on the site following the removal of a home.
- Any expense incurred by Management in restoring the site to its original condition, such as the cost of removing items, including, but not limited to, trash, sheds, anchoring systems and tie-downs, will be charged to the Resident.
- Resident shall be solely responsible for any damages to community property or that of other residents resulting from the removal of the mobile home from the community.
- Management assumes no responsibility in the event that a dealer, bank or other secured party removes Resident's mobile home from the community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

## **Pets**

If you wish to have a pet in the Community, prior written approval must be obtained from Management. Pets are permitted only under the following conditions:

- Pets are not allowed to run at large or create a nuisance in the Community.

- No animals of any kind are permitted without Management approval.
- It is Resident's responsibility to immediately remove any defecation produced by pet anywhere on property. This is mandatory regardless of weather conditions.
- No more than two (2) registered "domesticated" pets per household with Management's approval. Failure to abide by the Rules and Regulations will result in loss of the privilege.
- No "Dangerous Dog," "Vicious Dog," or breeds of dangerous or vicious dogs such as Pit Bulls, Chows, etc. are allowed within the Community.
- Any animal that has attacked or bitten a person must be removed from the premises immediately.
- All pets are to be kept inside the home. Outside the home, all pets, including cats, must be on a hand leash with the owner/family member present at all times. Pets may not be temporarily or otherwise left unattended. The handler must immediately clean up and thoroughly remove all waste deposits.
- No outside dog houses or animal pens of any kind.
- Tie out leads and cables are not permitted in the community. Management reserves the right to confiscate any tie outs leads and cables in the community.
- Any Resident owning a dog must submit proof to the Community Office of veterinary inoculations including the date the rabies vaccination was administered.
- Any Resident owning a cat must have the animal inoculated and must submit proof to the Community Office.
- Residents are responsible for all damage caused by their pets.

***The following section is for Home Renters Only***

### **Monthly Inspections**

Management shall have the right to make monthly inspections of the rental homes, and inspect plumbing, air condition filters and other systems in the home.

### **Improvement and Alterations**

Resident shall make no alterations to the exterior or interior of the mobile home without first obtaining the written permission of management.

### **Assignment of Lease/Subletting**

This lease is not assignable. Resident may not sublease the mobile home site or lease or allow occupancy of the home to any individual who has not applied for and been accepted as a resident by Management.

### **Pets**

If you wish to have a pet in the Community, prior written approval must be obtained from Management. Pets are permitted only under the following conditions:

- No animals of any kind are permitted without Management approval.
- Pets are not allowed to run at large or create a nuisance in the Community.
- No more than two (2) registered "domesticated" dogs or cats per household with Management's approval, at a charge of ten (\$10.00) dollars per pet per month. Failure to abide by the Rules and Regulations will result in loss of the privilege.
- No "Dangerous Dog," "Vicious Dog," or breeds of dangerous or vicious dogs such as Pit Bulls, Chows, etc. are allowed within the Community.
- Any animal that has attacked or bitten a person must be removed from the premises immediately.
- All pets are to be kept inside the home. Outside the home, all pets must be on a hand leash with the owner/family member present at all times. Pets may not be temporarily or otherwise left unattended. The handler must immediately clean up and thoroughly remove all waste deposits.

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