

BEAVER HILL VILLAGE RULES AND REGULATIONS

Tenant shall faithfully observe and comply strictly (and cause Tenant's employees, agents, contractors and invitees to faithfully observe and comply strictly) with all Rules and Regulations as Landlord may from time to time adopt, and with all applicable federal, state and local laws, ordinances, rules, regulations, codes and orders. Notice of any such rule or regulations shall be given in such manner as required by law.

1. RENT:

- a. No cash payments to be left in rent drop box.

2. UTILITIES:

- a. Tenant pays all utilities.
- b. Tenant shall be responsible for arranging and paying for all utilities required to establish services required for his/her home.
- c. All lots are upgraded for 200-amp electrical service. Any damages resulting from overloading the present system shall be the responsibility of Tenant.

3. WATER & SEWER:

- a. Tenant will be responsible for the total cost of his/her water/sewer consumption.
- b. Water meters are read quarterly. You will be billed each quarter according to the amount of water consumed.
- c. The water closet and other water apparatus shall not be used for any purpose other than constructed. No sweeping rubbish, rags, paper towels or other substances shall be thrown in the toilet. Grease and/or oil drippings should be discarded in the trash and should never be discarded down the sink drains. Any damage resulting from misuse of drainage system shall be borne by Tenant.

4. USE/OCCUPANCY:

- a. Only persons listed on the Lease and application are to occupy the manufactured home and rental lot on a regular basis.
- b. No nursery care of out-of-park children permitted.
- c. Before alterations or additions to the exterior of the manufactured home and/or grounds, Tenant must obtain Landlord's prior written consent and any approvals and permits that may be required by the County of Albemarle or its agencies (collectively, the "County"); and, if Landlord consents, then Tenant shall be responsible for compliance with all applicable laws, codes, rules, and regulations, including but not limited to the local zoning ordinance, in the completion of such alterations or additions.

- d. Tenant shall not do or permit any act or practice on the building/grounds that interferes with the use or enjoyment of other Tenants' property.
- e. Prior written approval is required from Landlord for Tenant to erect a storage shed on the Lot. Landlord to approve style, color and placement of the shed. No homemade sheds, porches or additions are allowed unless Tenant obtains prior written approval from Landlord and any approvals and permits that may be required by the County.

5. VEHICLES:

- a. For security/safety reasons, Tenant must furnish to Landlord reasonable identifying information (including, for example, the year, make, model, license plate number, the name(s) of the owner(s), and such other information as Landlord may reasonably require) for all vehicles driven or parked within the Park by Tenant or Tenant's employees, agents, contractors or other invitees. For vehicles owned by employees, agents, contractors or other invitees, Tenant must furnish such information either prior to or promptly following the arrival of such guest, contractor or other invitee.
- b. Vehicles shall not be marketed "FOR SALE" within the Park. If, at any time, Tenant sells or purchases a vehicle, Tenant shall give Landlord written notice of such sale or purchase (and, in the case of a purchase, Tenant must provide information regarding the year, make and model of the vehicle, the temporary tag number, and the permanent license plate number when available).
- c. **Limit of two vehicles** to be parked in designated area in front of home. If Tenant desires to have more than two vehicles in the Park, then Tenant may request Landlord's consent to keep additional vehicles; and, if Landlord consents in writing, then such any additional vehicles must be parked in such area(s) as Landlord may designate from time to time. Fee for additional vehicle parking is \$50.00 per month. Overflow guest parking is currently near the entrance to the Park. Tenant to notify Landlord if any of Tenant's employees, agents, contractors or invitees will be using this area. Tenant shall not park any vehicles in the overflow parking area without Landlord's prior written approval.
- d. Vehicles must be parked out of the way of traffic. No double parking allowed on the streets. **Vehicles are not permitted in yard when moving in or out (due to the potential for damage underground utilities).** Vehicles must be parked on paved areas where cars are intended to be parked, and not on the grass at or near the edge of the pavement.
- e. **A speed limit of ten (10) miles per hour will be rigidly enforced. Receiving three (3) written notices for exceeding the speed limit of 10 miles per hour is a default of lease and cause for eviction. A 10-mile speed limit is posted throughout the Park for the safety of children playing and tenants who are walking. Speed Bumps are placed throughout the Park to slow traffic for safety. The Speed Bumps are not to be used in a reckless manner by drivers or bikers.**

- f. Only minor preventative care of vehicles permitted in the Park. Oil from vehicles is to be disposed elsewhere (NOT IN THE STREET, YARD OR DRAINS). *Any oil spills or leaks damaging the asphalt shall be repaired or remediated at Tenant's expense.*
- g. No vehicle washing or mechanical repairs of vehicles within the Park. No hoisted or jacked-up vehicles permitted. No vehicle parts to be left in open areas of the Park or in plain sight from the streets in the Park.
- h. No vehicles without a current registration and current state inspection will be permitted in the Park. Any vehicle without a registration or state inspection (or otherwise in violation of applicable laws, including but not limited to any requirements of the Virginia Department of Motor Vehicles) will be towed from the Park at the vehicle owner's expense. No inoperative vehicles allowed.
- i. No recreational vehicles (for example, go-carts, ATVs, motorized bikes, motorized scooters, etc.) will be operated in the Park at any time.
- j. Unauthorized use of neighbor's parking space is not allowed.
- k. No tractor-trailer or commercial vehicles or pickup trucks exceeding $\frac{3}{4}$ ton are permitted in the Park other than for delivery and pickup purposes.

6. MAINTENANCE OF HOME/GROUNDS:

- a. Grounds around each manufactured home must be neat and regularly maintained by the applicable Tenant. Each Tenant shall keep his lot and home neat at all times. Each Tenant is responsible for the cleanliness of his own space, whether or not he personally was responsible for the un-cleanliness.
- b. Digging/Planting: Due to underground utilities, Tenant is requested to advise Landlord where and when he/she will be digging in his/her lot. Disruption to utility resources will be at Tenant's expense.
- c. Exterior of home, doors, windows, roof, decks are to be maintained in good condition.
- d. Pest control will be required every six months on park owned trailers.
- e. **TRASH:**
 - i. Trash must be kept in garbage bags in covered containers concealed from view of neighbors. Trash bags are not to be stored by the doors or on/under decks. No burning of trash is allowed. Only trash bins are to be placed at trash pickup area *Tenant agrees to place Trash bins at the edge of pavement for pick-up prior to 8 a.m. Wednesday morning; not the night before.* It is the responsibility of the Tenant to dispose of articles not picked up by the trash collector. Grounds and street must be free of loose trash at all times.
 - ii. Trash bin must be pulled from road front by 9 p.m. on trash pick up day.

f. **Clutter** - *No stockpiling of junk or any other unsightly items on premises. Decks are not to be used for storage of appliances, furniture and/or junk. All equipment must be stored out-of-sight, not under decks*

g. No flammable liquids will be stored under decks or home at any time.

7. LAWN CARE/WALKWAYS:

a. Lawns must be mowed and weeded regularly. Grass and weeds taller than four (4) inches will be considered in violation of these Rules and Regulations. If it becomes necessary, as determined by Landlord in its reasonable discretion, Landlord (or a contractor engaged by Landlord) will cut the grass and Tenant shall be responsible for reimbursing Landlord for the cost of such service plus a \$25.00 administrative charge. Any continuous or repeated violations of this paragraph shall be deemed a material default by Tenant under the Lease.

b. **Walkways-** Tenant is responsible to keep walkways free of ice, snow and debris.

c. The grass on each lot within the Park must stay below four (4) inches at all times.

8. MOVING:

a. If and when Tenant desires to move a manufactured home in or out of the Park, (1) Tenant must give written notice of such move to Landlord at least [INSERT] days prior to the date of the move; and (2) the move must be conducted under the supervision of Landlord at a time mutually agreed upon by Landlord and Tenant. This is to avoid damage to curbs, lots, and utility lines.

b. **MOVING OUT:** Property left in the process of moving becomes the property of Landlord after 30-day notice, unless reserved.

c. If a manufactured home has been abandoned, Landlord may dispose of personal property according to the Code of Virginia, Section 55.1-1254.

d. **Mailbox keys** must be returned to Landlord on or before the date when Tenant vacates the Premises.

e. **MOVING IN:** Tenant shall ensure that house numbers for the Lot Number and the Street Address (911 Number) remain visible for identification at all times.

9. ACCIDENTS, MISCONDUCT & DAMAGE:

a. Recklessness and unlawful acts are not permitted. Landlord is not responsible for any injury or damage by animals, water, wind, electricity, ice, snow, gas, fire, storm, acts of God or vandals. Landlord is not responsible for any accident or injury to the person or property of any tenant, family, guest, employees, agents, contractors or other invitees in any part of the home, grounds or driveway, except to the extent that such injury or damage is caused by the willful or negligent act of Landlord.

b. Landlord does not carry insurance to cover Tenant's (or any other occupant's or invitee's) loss of personal property for whatever reason. Tenant accepts responsibility to protect personal property from loss or damages due to casualty, theft, trespass or other causes (including but not limited to loss or damage to personal property that may arise from Landlord's negligent acts).

- c. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that unreasonably increases the danger of fire on the Premises or that is otherwise a hazard. Gasoline or other fuel for small tools or appliances shall be stored safely in fire-proof containers.

10. **PETS: (Limited approval)** The pet policy pertains to the four-footed animal family. (Pets which are kept inside in cages, such as mice or hamsters will be excluded from these rules. Reptiles, i.e., snakes must be caged at all times.) Pets of Tenant's guests must follow same pet guidelines as Tenant.

- a. Pets are not permitted in manufactured homes owned by Landlord.
- b. A monthly fee of \$15 will be charged for each pet that is approved by Landlord
- c. Owners will have current rabies inoculation certificates on each pet.
- d. All cats and dogs will wear a collar with tag showing the pet owner's name and address.
- e. Up to date vaccination records are required to be presented to Landlord yearly.
- f. Pets will not be allowed outside of manufactured home, unless on a hand-held leash, with owner.
- g. Pets will not be allowed to defecate on other tenants' lots or any other areas of the Park (other than the Premises).
- h. Under no circumstances will a pet be tied outside of the manufactured home. Pet is not permitted to be unattended or leashed unattended outside of home
- i. No DOBERMANS, PITBULLS, ROTTWEILERS or dogs of an aggressive nature will be allowed in the park. No dog greater than a height of 18 inches at maturity shall be allowed in the Park (provided, however, that this restriction shall not apply to dogs already residing in the Park with Landlord's consent prior to May 1, 2024). Tenant is required to keep yard free of pet deposits at all times.
- j. Tenant is required to pick up his/her pet deposits while walking pet.
- k. Landlord may revoke its consent for any particular pet at any time, upon information that said pets annoy other tenants or constitute a nuisance, by giving the Tenant twenty-one (21) days' written notice to remove said pets from the Premises. Tenant's failure to comply with said notice shall constitute a default under the Lease.
- l. No pet pens, coups or any enclosure for pets allowed outside of home.
- m. If, at any time, Tenant keeps an unregistered pet on the Premises, Tenant shall be deemed in default of the Lease.

- n. **For each pet, the Pet Information Sheet must be submitted by Tenant to Landlord for Landlord's review and approval.** (Available upon request to Landlord or Property Manager.)
- o. No boarding of other persons' animals.

11. VISITOR POLICIES & PROCEDURES:

- a. Visitors are not permitted to stay in the Park longer than 48 hours without prior approval from Landlord.
- b. If Tenant desires to request Landlord's approval of a visitor who will be staying for longer than 48 hours, Tenant's request for approval must include (1) the full legal name of each visitor; (2) vehicle identifying information for each visitor's vehicle (see Paragraph 5 of the Rules and Regulations, above); (3) length of stay, including expected arrival and departure dates; (4) description of the relationship between Tenant and the visitor; and (5) such other information as Landlord may reasonably require or request from time to time. Landlord or Property Manager may create a form for Tenant's to submit to document this information. If any visitor information provided by Tenant under this paragraph changes at any time, Tenant shall immediately report such changes to Landlord.
- c.

12. General:

- a. The Park is considered a quiet zone after 10 p.m.
- b. Each Tenant is responsible for the conduct of their children, employees, agents, contractors, and other invitees.
- c. Children's bicycles and toys when not in use will be stored in areas where they will not be visible from the streets within the Park.
- d. Children are not to play in the streets or on other tenants' lots (without their permission). Small children are not to play throughout the Park without adult supervision.
- e. Fires other than outdoor grills are not permitted.
- f. Discharging of firearms, including BB guns, air guns or pellet guns, will not be allowed.
- g. Clotheslines are not permitted nor clothing draped on any other apparatus outside the home.

- h. Gas/Oil tanks must be safely mounted at rear side of home. All tanks/racks must be painted and preferably concealed by lattice framing.
- i. **The following are some examples of prohibited activities, any and all of which will constitute a violation of these Rules and Regulations and a default under the Lease:** Continuous, excessive noisy crowds, profanity, loud noises or loud music; disorderly conduct from drinking or drugs; selling narcotics; cars and trucks with loud mufflers; or skateboarding/rollerblading within the Park. Tenant shall not play any musical instrument, radio, television or stereo on the Premises or on the Park property in a manner that interferes with the peaceful use and enjoyment of the Park or other lots by other tenants.