

COVENANTS AND RESTRICTIONS

These Community Covenants and Restrictions are attached to and made part of the Lease between Springfield Farms L.L.C. (Owner) and _____ (Resident) for the home and homesite located at homesite # _____ at Springfield Farms MHC. Owner reserves the right to add, delete or alter these rules and regulations from time to time. Notice of additions, deletions or alterations will be in writing, at least (30) days in advance of the effective date (or other time period required by state law), delivered by mail or by hand. Resident agrees to accept such additions, deletions or changes upon issuance, or either party may terminate the lease agreement per the terms of the lease.

Springfield Farms MHC is an equal housing opportunity community and Prestwick Properties LLC is an equal opportunity housing provider.

A. LEASE APPLICATION

1. Resident is required to complete an application prior to entering into a lease agreement with Owner. The application becomes part of the lease agreement. Owner reserves the right to terminate this lease agreement in the event false or misleading information or statements are made on the application which may be discovered at the time of application or after acceptance of the application
2. All homes in the Community must be built in accordance with the Manufactured Home Construction and Safety Act of 1974 (*the HUD code*.) Further, all pre-owned homes moving into the Community must be approved by management and be a vinyl sided and shingled roof home.

B. MOVE IN

1. Upon move in, Resident agrees to register with management and provide the following information:
 - A copy of proof of ownership (i.e. the title or sales agreement if it is prior to the title being issued)
 - Current telephone numbers for home and employment for all adult members of the household
 - Name, address and phone number of person to contact in case of emergency
 - Make, model, year and license plate number(s) of all vehicles
 - Manufactured home make, model, year and identification number (copy of file if available)
 - Proof of ownership, through either a copy of the title or in the case of a new home, a copy of the sales agreement.
 - Make, model, year and number of any other utility and/or recreational vehicles allowed on the premises
 - Resident agrees to advise management of changes in any of this information
2. The front porch of the home shall be built with dimensions of at least 6' by 6'. Each porch shall have white vinyl rails and spindles. The decking may be composite or wood materials. Any changes to an existing porch must meet these guidelines and be approved by Management.
3. Management staff shall be the only party authorized to designate where and how Resident's home is to be located in the Community and on the homesite.
4. All water connections are to be equipped with a shutoff valve and back flow preventor under the home, at the main water connection point.
5. Sewer connections shall be made with hard plastic pipe and glued fittings. No flexible hose or soft plastic pipe or fittings will be accepted.
6. This includes, but is not limited to, wrapping the pipes with heat tape to prevent freezing (where applicable). **IN THE EVENT OF A WATER LINE FREEZE THAT MAY OCCUR BELOW THE WATER SHUT-OFF VALVE,**

CONTACT MANAGEMENT IMMEDIATELY. DO NOT ATTEMPT TO THAW OUT THE LINE.

7. Each home shall be fitted with seamless guttering for the entire dimensions of the home. Each home, upon sale to another individual(s), shall be brought up to this standard if this condition does not already exist. NO EXCEPTIONS.

C. DRIVING AND PARKING IN THE COMMUNITY

1. Resident agrees to obey all parking signs, these rules and the requirements set forth in Resident's lease agreement. Resident shall park only in his/her designated place(s). Parking on the street, or outside of the designated driveway, by Resident(s) or Guests is not permitted. **Resident acknowledges that failure to obey parking signs, to obey these rules, to obey the requirements of Resident's lease agreement or to park in designated and authorized parking spaces may result in the vehicle being towed from the property.** In that event, Resident is responsible for all costs associated with the towing.
2. Resident agrees to obey all speed limit signs posted. If so signs are posted, Resident acknowledges that the speed limit in force shall not exceed 10 miles per hour.
3. Resident is responsible to advise guests and visitors of parking and speed rules.
4. Guests and visitors who will be parking a vehicle at the Community more than five days must register said vehicle with Management.
5. Utility trailers, Travel trailers and other recreational vehicles may not be parked in the drive beside any manufactured home for a period longer than 24 hours. Exceptions to the 24 hour parking rule may be made by management. Please call the office to make such arrangements. **IN NO CASE MAY SEWER AND WATER CONNECTIONS BE MADE ON SUCH TRAILERS OR RECREATIONAL VEHICLES.**
6. For your safety and the safety of other residents, no mechanical or maintenance work shall be performed on any vehicle on the premises, including but not limited to, oil changes or radiator flushes.
7. **OWNER IS NOT RESPONSIBLE FOR ANY VEHICLES OR OTHER PERSONAL PROPERTY PARKED ON OR STORED IN THE COMMUNITY.**

D. MAINTENANCE AND APPEARANCE

1. Owner, its agent and residents take pride in the appearance of the Community. Therefore, Resident agrees to keep the leased premises clear of toys (when not in use), trash, debris, bicycles and other items which may cause the area to look unkempt or be unsafe, **at the sole discretion of management.**
2. Owner is responsible for yard lights. If a yard light is not functioning, please advise management immediately. Resident is only responsible for changing the bulb.
3. Owner is responsible for keeping the roadways within the Community in good repair.
4. Resident may not hang laundry outside.
5. Resident may landscape the leased area. However, landscape plans must first be approved by the Owner or its agent. Resident agrees to maintain such landscaped areas.
6. Resident agrees to advise management before digging, installing poles or rods, or rototilling to avoid breaking or damaging cables and/or utility lines. Resident shall be responsible for any damage caused by such digging.
7. Resident agrees to keep his/her home in good repair, including but not limited to exterior painting and siding repairs. Owner reserves the right to accept or reject the exterior appearance of a home at any time during the lease period, **at the sole discretion of management.**
8. Installation or placements of the following items on or at Resident's homesite are not permitted:

- a) Swingsets
 - b) Trampolines
 - c) Swimming/wading pools
 - d) Basketball hoops
 - e) Window mounted air conditioner units
 - f) Any item that may endanger the health or personal property of other residents or guests.
9. Hot tubs or spa type tubs are permitted with additional restrictions by management, Including liability waiver, fencing, and additional insurance. Placement must be approved by management.
 10. All fencing must be white vinyl in material and approved by Management prior to placement.

E. GUESTS AND VISITORS

1. Resident is responsible for his/her visitors, dependents or any other occupants. Misconduct or lease violations on the part of Resident's visitors, dependents or any other occupants may result in eviction.
2. Guests and visitors who will be at the Community more than five days must register with Management.

F. USE OF COMMON FACILITIES AND AREAS

1. Rules and safety tips for use of common facilities may be posted. Resident agrees to abide by all rules and safety tips.
2. Resident is responsible for his/her guests and visitors who use the common facilities and areas.
3. Guests and visitors may not use the common facilities and areas unless accompanied by Resident, unless otherwise agreed to by Management.
4. Owner may, at management's sole discretion, refuse tenant use of common facilities at any time for violations of the covenants and restrictions.
5. **OWNER IS NOT RESPONSIBLE FOR RESIDENT OR THEIR GUESTS WHILE USING THE COMMON FACILITIES OR AREAS.**

G. MOVE OUT

1. Resident agrees to give Owner notice per the terms stated in the Lease.
2. Resident agrees to leave the leased area in the same or better condition as when Resident moved in, ordinary wear and tear expected.

H. PET RULES

1. Pets are not allowed unless approved in writing by Owner and unless these pet rules are satisfied.
2. Owner will permit Resident to have up to two domestic cats or dogs, but in no case will the following breeds be allowed: Chow Chow, Rottweiler, Doberman Pinscher, German Shepard, Pit Bull, or any mix of these breeds, or any part-wolf mix. No dog known to be dangerous or with a history of biting will be allowed. No pet shall exceed 30 pounds. Caged birds and fish are allowed. No other agricultural, wild or exotic animals (including ferrets and snakes) are permitted. **RESIDENT AGREES TO ABIDE BY THE TERMS AND CONDITIONS SET FORTH BELOW:**
3. Pet must be neutered or spayed, and Resident will provide certified proof of such if requested by Owner.
4. Resident must furnish evidence of current vaccinations.
5. Pet will not be allowed in the community rooms or other inside common areas at any time.

6. Pet must be leashed at all times when outside the home. No cat or dog is allowed to run loose outside the home. Pet must remain in the physical presence of the Owner or responsible party when the pet is outside the home. Pet may not be left unattended outside, even if leashed or chained. Resident must clean up after the pet and all pet waste must be immediately removed. No pet houses, including doghouses, or pet runs are allowed in the community.
7. Resident agrees to walk the pet in only those areas designated by Owner, and to immediately pick up and remove pet waste from designated or any other areas of the premises. If Owner or its agents or representatives must remove such waste, Resident will be charged a service fee.
8. Resident is responsible for and will pay for damage or destruction caused by the pet to the leased premises, equipment, furnishings, or other property of the Owner. Proof of insurance may be required.
9. Resident agrees to board the pet or otherwise arrange for its 24-hour supervision if Resident is away from the premises overnight.
10. Resident agrees to board the pet or otherwise remove the pet from the premises for the balance of the lease term if the pet becomes a nuisance or annoyance or interferes with the rights or enjoyment of other residents, or because of damage caused by the pet, or if Owner shall subsequently revoke this consent.
11. Neglect of the pet shall cause the privilege of keeping the pet to be revoked at the option of the Owner.
12. Should the pet become abandoned or left unattended for any reason, Owner has the right to remove the pet from the premises and provide for its welfare. Any cost for care or transportation will be the responsibility of Resident. Resident agrees to hold Owner harmless for any fees, fines or damages caused by the collection and removal of the pet.
13. Resident acknowledges and agrees that Owner may revoke this consent and/or amend and change rules and regulations pertaining to pets without any prior notice to Resident, and at any time Resident will abide by such amendments. Resident agrees that the violation of these Pet Rules is adequate cause for the Owner to require that the pet be removed permanently from the community and/or the Lease to be terminated.
14. Resident agrees to defend and hold Owner harmless against any and all claims, actions, suits, judgments and demands brought by any other party on account of or in connection with any activity by or damage caused by the Resident's pet. Proof of insurance may be required.
15. Owner, its owners, agents or employees shall bear no responsibility for occurrence of harm, injury or death to a pet caused by the agents or employees of the Community, guests, independent contractors, residents or other persons on the premises.
16. Resident agrees to provide to Owner a current photograph of Resident's pet.

I GENERAL

17. Resident shall not alter park-owned utility connections. If there is a problem or malfunction with such connections, advise Management immediately.
18. Soliciting, selling or contribution requests are not permitted unless approved by Management.
19. Garage and yard sales are not permitted. Management provides for up to two community wide sales per year.
20. Commercial enterprises or business, including day care, are not permitted, unless approved by Management.
21. Resident agrees to respect all residents at the Community and will not engage in any activity which may disrupt the peaceful, quiet enjoyment of his/her neighbors.
22. No loitering. Police may be called to remove individuals in violation of this rule.
23. All work performed on the exterior of Resident's home must be done by a contractor who is licensed, insured with a \$1,000,000 policy, and approved by management.

OWNER: Springfield Farms MHC/ Springfield Farms, LL

Resident

Date
