

**EMERALD ARBOR MANUFACTURED HOME COMMUNITY
COMMUNITY RULES AND REGULATIONS**

RESIDENT NAME: _____

RESIDENT NAME: _____

ADDRESS OF LOT: _____

Mailing address: _____

Telephone (s):
mail address(es):

WELCOME

Welcome to Emerald Arbor (the "Community"). We are glad to have you as a member of the Community, whether for a long or short stay.

In order to keep the Community a safe and pleasant place to live, we have prepared the following rules and regulations for all residents to abide by. Residents are required to sign these rules and regulations to acknowledge that they have received them, that they have read them, and that they agree to abide by them. If you have questions or concerns, please contact the Community's management at: **(828) 233-3007**. The terms "we," "us," and "our" as used herein refer to the owner of the Community. The terms "you" and "your" refer to the resident(s)/tenant(s).

You agree to abide by the following rules and regulations governing the Community and lots therein, as amended or modified from time to time in our discretion (the "Rules"). The Rules are considered part of your lot lease agreement (the "lease"). The Rules are in addition to the terms and provisions of the lease. In the event of a conflict between a term or provision herein and a term or provision in the lease, the term or provision herein shall control.

RULES AND REGULATIONS

- RENT: The rent is due in full on the first (1st) day of each month without demand. If the rent is not paid in full by the fifth (5th) day of the month, you will immediately and without demand owe a late fee of 5% of the monthly rent or \$15.00, whichever is greater. Payments must be mailed or hand-delivered to our office at: **248 Ironwood Dr. Hendersonville NC 28739**. We are not responsible for any lost payments or payments delivered elsewhere. A payment is not considered paid prior to the date that it is actually received by us. A payment is not considered paid or accepted if the payment is rejected, does not clear, or is stopped. CHECKS AND MONEY ORDERS ARE PERMITTED. WE DO NOT ACCEPT CASH. Payments should be made payable to **Emerald Arbor**. We may charge a returned check fee of \$35.00 for each check that is returned by the financial institution because of insufficient funds or because you did not have an account at the financial institution. Please include your lot number on your check or money order so that we can credit the correct account. We may apply any payment first to any of your unpaid obligations (except any previously charged late fees), then to current rent, regardless of when the obligations arose

and regardless of notations on checks or money orders. We are not required to accept any payment after its due date. Acceptance of payment does not constitute a waiver of any violation of the lease or the Rules or a waiver of our rights or remedies provided for in the lease or the Rules or under any applicable law or in equity.

2. HOME SITE: A rented lot shall be used as the site for only the following: the manufactured home, which is to be used as a primary residence; two personal motor vehicles; and ancillary structures or areas (such as patio area, deck, porch, shed, carport, or garage) that have been approved in writing by the Community management.
3. UNDERPINNING; APPEARANCE: All manufactured homes must be underpinned within thirty (30) days of moving in. All homes must be skirted in vinyl, or other commercially manufactured product intended to be used as manufactured home skirting. Material and color used is to color coordinate and compliment the home and requires our approval. Skirting must extend all the way around the home including porches and decks, be installed straight and even with the home.
4. PLUMBING: We require all water pipes under the home to be wrapped with insulation and heating tapes. You will be responsible for all leaks under your home.
5. VEHICLES: All motor vehicles must have a current license and be in operable condition. A maximum of two (2) vehicles may be parked on a lot at any time. No junked cars or abandoned vehicles are allowed in the Community. We may require immediate removal of any unauthorized vehicle on a lot or elsewhere in the Community. If you fail to remove an unauthorized vehicle within the required time period, management reserves the right to tow the vehicle off-site at your expense and we may exercise any other right under the lease or the Rules as a result of your violation.

All cars and motorcycles must have proper mufflers on them. No three-wheelers, ATVs or mini-bikes are allowed to be operated in the Community.

No parking of semitrucks or tractor trailers is allowed in the Community. Prior written authorization from the Community manager is required before a commercial vehicle may be parked in the Community. Long-term boat parking is not permitted. Ask the Community management about self-storage lots that handle boats.

All vehicles must be kept on the DRIVEWAYS and not in the yards or ditches. It causes ruts in the ditches and water does not flow in the ditch. In addition to all other rights and remedies available to us under the lease and the Rules, we may charge a \$20.00 fee to your account for each instance in which a vehicle is not on the driveway. We may also require immediate reimbursement for any costs relating to any damage to the driveways from cars leaking oil, gas, or other fluids.

6. MAINTENANCE OF LOT AND HOME: You must use customary diligence in maintaining your lot, the interior and exterior of any home owned by us, and the exterior of any home owned by you. This includes any decks, porches, patios, carports, or garages. Your lot, the interior and exterior of any home owned by us, and the exterior of any home owned by you must be kept clean, and free of trash, junk, litter, garbage, and other debris. You must not cause or permit any damage (beyond normal wear and tear) to any property owned by us.

7. **LAWN MAINTENANCE:** If we provide lawn maintenance to your lot, you must make the lawn available and clear of all items that would impede the lawn maintenance.
8. **GARBAGE/WASTE COLLECTION AND DISPOSAL:**
 - a. We will make arrangements for curbside trash pickup on a weekly basis.
 - b. Trash containers must be kept concealed until trash collection day at which time they are to be moved to the roadside. Containers must be removed from the roadside by dusk on the day of collection. No other trash or garbage around the home will be allowed.
 - c. Place all garbage in plastic bags and then put the bags in the trash cans. If the garbage is not in plastic bags, then we may charge you \$25.00 to dump the trash can. Do not leave any garbage at the back door.
9. **POOLS:** No swimming pools are allowed except “kiddie pools” (1 piece plastic pool – no larger than 4 ft. in diameter and no more than 12 inches deep).
10. **SALE OF HOME; FOR SALE SIGNS:** If you are moving out and want to sell your home and leave it in the Community, we must approve the condition of your home and the new occupants before they move in (just as we must approve any new resident in the Community). All potential buyers must submit a residency application prior to purchasing the home. The approval process must be completed before the sale can be finalized. Approval is at the Community management’s discretion. Residents may place one sign in their window that advertises their home as “for sale”. In addition, the sign used must be of a type available commercially and be no larger than two feet by three feet. All other signs are prohibited in the Community.
11. **SATELLITE DISHES AND ANTENNAS:** Other than the antennas and masts described in federal regulations at 47 C.F.R. § 1.4000(a)(1)(i) through (iv), no external antenna (including without limitation, satellite discs/dishes) or supporting mast is permitted without our prior written approval. The following rules apply to the installation of any antenna or mast (except to the extent that any such rule would unreasonably increase the cost of installation, maintenance or use of the device; unreasonably delay or prevent installation, maintenance, or use of the device; or would preclude reception or transmission of an acceptable quality signal):
 - (1) Any antenna or supporting mast must be located either (a) on a part of the lot so as not to be clearly and readily visible from the street or neighboring lots, or (b) anywhere on the lot but reasonably and adequately screened to prevent visibility from the street or neighboring lots;
 - (2) The installation of any antenna or supporting mast must not damage our property; and
 - (3) The resident must register any antenna or supporting mast in writing with the Community manager, stating the resident’s name and address; the name, type, height, and diameter of the device; and where it will be located.
12. **UNAUTHORIZED CONSTRUCTION:**
 - No carports, decks, porches, or garages or other structures or buildings may be constructed, installed, or erected on a lot without the prior written approval of the Community management.
 - There are underground wires, water and septic lines all over the Community. Do not drive, dig, trench at any place unless you contact the management first. You will be responsible for the cost to repair any damage that you cause.
 - You may not do your own service or repair on outside plumbing, electric poles or septic tanks. Any plumbing, electric or other contracting work must be performed only by licensed personnel.

13. **ANIMALS:** Unless otherwise provided under federal, state, or local law, no animals are permitted anywhere on a lot or elsewhere in the Community unless we have given written approval for such. The following rules apply, except to the extent that the application of any such rule would conflict with an applicable federal, state, or local law:
- Animals over the weight of 50 lbs. will not be allowed.
 - No more than two dogs per household will be allowed.
 - Rottweilers, Pit Bulls, Chow Chows, Doberman Pinschers, Akitas, Presa Canarios, German Shepherds, Staffordshire Bull Terriers, Wolf dogs and wolf hybrids, or any variation of these breeds will not be permitted.
 - There will be a \$5 per month per animal fee that is due at the same time as the rent.
 - Animals must be kept under control and on a leash when outside the home.
 - You must immediately dispose of any animal waste.
 - We may require proof of current vaccinations for an animal.
 - We may require permanent removal of an animal that we determine poses a threat to the health or safety of others; that causes bodily harm to any person or animal in the Community; that causes damage to our property or the property of others; that we receive a reasonable complaint about from a neighbor or other resident; or that we, in our sole discretion, determine has disturbed other residents.
 - Keeping an unauthorized animal or failing to permanently remove an animal within the time period mandated by us constitutes an immediate default of the lease for which we may exercise any right or remedy available to us under the lease, these Rules, or otherwise available under the law or in equity, including the right to immediately terminate your right to possession and file for eviction in accordance with applicable law.
 - You are financially responsible and liable for any damages caused by an animal(s) occupying your lot, including damage to property or persons or to other animals in the Community. You shall hold harmless and indemnify us (and our management company and other agents) from any damages resulting from an animal in the Community, including without limitation, all costs of litigation and attorneys' fees resulting from any such damage.
14. **STORAGE SHEDS:** All sheds in the Community will be used for storage only. No one may run any business out of the storage sheds. No hazardous waste materials can be stored on site or in storage sheds. Management can inspect the interiors of the sheds at any time.
15. **REPAIRS:** You must notify the Community manager immediately of any conditions on your lot or elsewhere in the Community that pose a hazard to property, health, or safety, or if utilities malfunction or are damaged. Further, for homes leased from us, notices or requests for maintenance, repairs, or services must be sent to the Community manager in writing, except that, in emergencies (e.g., in the event of fire, gas, explosion, electrical shorts, sewage overflow, uncontrollable running water) or in the case of an imminently dangerous condition as defined by NC law, it need not be in writing.
16. **LOT NUMBERS:** You must post your lot number on the front of the home so that it is always in plain view. We will provide the numbers used for identification at the outset of your tenancy. Should the numbers become damaged or otherwise need replacing, you will be responsible for our costs to replace the numbers. You must reimburse us for such costs immediately upon our demand.

17. UNREASONABLE NOISE: You, your occupants or guests, or guests of any occupants, shall not cause or allow any unreasonable noise (as reasonably determined by us) to emanate from your lot which disturbs others in the Community.
18. VIOLATIONS: You are responsible for your occupants, your guests, and guests of your occupants and for ensuring that you, your occupants, your guests, and guests of your occupants follow the Rules. If you, your guest or occupant, or a guest of an occupant violate any rule or provision herein in our discretion, that shall constitute an immediate default of the lease for which we may, with or without notice, immediately terminate your right to possession of the lot (and the home if it is leased from us) and file for eviction in accordance with applicable law, and/or exercise any one or more rights or remedies available to us herein or under the lease or otherwise available under the law or in equity. If legal action is taken by us to enforce any of our rights under the lease or the Rules, you shall be responsible for court costs and our reasonable attorneys' fees.
19. JOINT AND SEVERAL LIABILITY: In the case of multiple residents, their obligations under the lease and the Rules shall be joint and several. If any resident or any occupant or guest violates any term of the lease or the Rules, all residents are in default of the lease.
20. NO WAIVER: No action or omission by us, the Community manager, or other agents of ours shall be considered a waiver of any of your obligations, waiver of your violation or default, or waiver of any of our rights.
21. AMENDMENT OF RULES: The Rules are subject to addition, amendment, alteration, or deletion from time to time, within our discretion. We will provide at least sixty (60) days' advance written notice of such changes.

*WE ENFORCE THESE RULES FOR EVERYONE'S BENEFIT. *

INFORMATION FOR COUNTY

Name in which the manufactured home is titled: _____ YEAR ____ WIDTH ____ LENGTH

HOMEOWNER CONTACT PERSON FOR THE PARK:

Name: Jaime Lopez Telephone number: (828) 233-3007

The following residents, having read these Rules and received copy of them, and fully understanding them, agree to abide by them in full.

RESIDENT(S):

Print Name: _____ Signature: _____
Date _____

Print Name: _____ Signature: _____
Date _____