

# Evergreen Communities, LLC

## Forest City MHP

### Park Rules and Regulations

Evergreen Communities, LLC

To promote a healthy and enjoyable living environment and to protect your investment in your home, certain policies and guidelines have been adopted to enhance the desirability of living in this manufactured home community. These guidelines are in place to encourage a friendly, clean and well-maintained community of which all can be proud.

Many of the guidelines established by the management are common sense items and deal with courteous behavior to your neighbors. In most cases, they should be second nature and require no extra effort to follow. The objective is to maintain a residential community with pleasant surroundings in which you can live with pride, dignity, safety and comfort.

Management can be reached by calling 570-276-0100. Management hours are Monday – Friday from 8:00 AM to 4:00 PM. There is an after hours emergency line supplied for emergency situations only. There is also an additional phone line for **rent payments only** that can be reached most evenings by calling or texting 570-702-4904.

#### 1. DEFINITIONS

Home Site – refers to the home site and adjacent area that management assigns to the Resident.

Management – refers to the community management, also known as Evergreen Communities, LLC.

Resident – refers to the person(s) who occupies(y) a home site with the consent of Management.

His/Her – refers to all Residents, regardless of number

Lease – refers to the Community Lease between the parties now and hereafter in force. The Lease shall be deemed incorporated herein by reference.

#### 2. GENERAL REQUIREMENTS

Prior to entry to the community, all applications and forms must be completed with all information requested so that character and credit checks can be conducted to determine community and financial responsibility. Negative reports regarding character and credit or failure to complete forms completely and accurately may be reason for disapproval.

All homes to be placed in the community must be approved by Management and in compliance with the Home Entrance Requirements of the community.

No more individuals than is suitable for the manufactured home of its particular size and design shall occupy manufactured homes. Management reserves the right to limit rentals to two adults and their children per home.

Resident must continue to provide Management with the current home mailing address, phone numbers, employment information, email addresses and other resident data as requested from time to time or whenever changed.

It is required that all individuals named on the title must be a lessee on the lease and must live in the home.

Each Resident is required to return to Management within ten (10) days of receipt a signed acknowledgement of the Rules and Regulations as they may be amended or supplemented from time to time.

Each Resident is required to execute the Lease Agreement and is required to return to Management a signed copy within ten (10) days following their receipt of the Lease Agreement.

### **3. APPLICATION**

Any misstatement and/or omission in a Resident's application shall be deemed to be a violation of the Park Rules and Regulations. To the extent the misstatement and/or omission from the application is a material misstatement or omission, Management reserves the right to declare any Lease Agreement which it has entered into reliance upon such misstatement or omission null and void.

Management reserves the right to evict any resident who is discovered to have falsified any information in his/her Resident application procedure.

### **4. SECURITY DEPOSIT**

The Resident shall pay a security deposit, if required by the Lease in accordance with the Lease. The security deposit shall be in addition to the normal monthly rent. The security deposit shall be mailed to the Resident after the Resident has completely vacated his/her home site and after the Resident has fulfilled all of his/her obligations to Management. The Resident shall give Management written notice of his/her forwarding address prior to vacating the Community, or if necessary, no later than 20 days after the date he/she vacates the Community. Security deposits are not transferable.

### **5. RENTAL TERMS**

**Rent paid after the 1<sup>st</sup> day of the month is considered late. There shall be a late charge for any rent or utility charge which remains unpaid after the fifth (5<sup>th</sup>) day of the month.** The grace period only applies to the charging of late fees. Management may post/deliver a past due notice after the grace period ends as a reminder that full monthly payment (including rent and other fees) is due or an eviction may proceed. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

**Late fees are as follows:**

**Lot Rent: \$30.00**

**Sewer Fees: \$15.00**

**When a payment is received the payment is allocated as follows:**

- 1. Late fees (outstanding 1<sup>st</sup> and then current)**
- 2. Any charges resulting from rule violations or required repairs/maintenance items**
- 3. Rent charges (outstanding 1<sup>st</sup> and then current)**
- 4. Utility charges**
- 5. Lease Purchase Agreements**

**PARTIAL PAYMENTS:** The acceptance by owner or management of partial payments will not under any circumstances constitute a waiver of the owner or management nor affect any notice or legal proceedings in unlawful detainer theretofore given or commenced under state law. Any payment received will be applied to the oldest charges/fees first, then any remaining will be applied to any current charges or fees. All charges (lot rent, water, sewer) will receive a separate late charge.

**NOTICE FEE:** Resident shall pay \$20 for each and any notice to pay, notice to quit, or any other notice or letter mailed or posted/delivered by management to resident.

Evergreen Communities, LLC **DOES NOT ACCEPT CASH, CHECKS or MONEY ORDERS SENT IN THE MAIL** for rent payment. Due to theft/mailling issues these methods are not accepted. This is for your protection, because these payment methods are susceptible to theft/loss and mailing delays currently occurring across the country. **Evergreen Communities, LLC does not accept check payments. Please see the sections below for available payment methods.**

**A.** Resident(s) may utilize **Rent Manager's online payment services through the Tenant Portal**. Please see the sheet titled TENANT WEB ACCESS SETUP for more details. Online payments made utilizing a bank account are free for the Resident. This method can be set up as a one-time payment, or a recurring monthly payment can be scheduled (one time setup). Online payments made using credit cards will incur a credit card surcharge fee (typically 2-3%). Online payments made utilizing a bank account are free for the Resident. If you'd like assistance setting up/utilizing the recurring online payment method please contact us, we'd be happy to help.

**B.** Resident(s) may utilize the **PayLease Cashpay Method of payment**. Attached in your packet is a laminated card with **"Bill Payment" and an account ID located at the top left of the card**. This card can be taken to any participating agent, along with your rent amount, and rent is deposited in real time using this **CashPay** method. \*Please note there is a \$4.00 service charge for every Cashpay transaction paid to Paylease directly. Please see the instruction sheet titled CashPay/Paylease card instructions.

**Resident understands that failure to pay rent due in full on time may adversely impact their credit ratings. Resident also acknowledges a collection agency may be utilized to collect any outstanding balances, which may affect the Resident's credit and his/her ability to find accommodations elsewhere.**

A resident's payment of rent shall entitle the Resident to occupy the lot space described herein, solely and exclusively, subject to the reasonable Rules and Regulations of the Management as may be promulgated from time to time. Management guarantees the

Resident's reasonable access to his/her home site as identified herein, although it does not guarantee any specific access.

Management reserves the right to charge a fee for any guest or visitor which occupies a Resident's home for fourteen (14) or more days during a month or in excess of thirty (30) days per year. Those guests are required to apply for community approval for living in the home as a nonresident tenant. Management may revise the monthly rent to conform to the rent paid by other residents with like number of members in their household.

No home shall be rented, leased, sublet or otherwise occupied by any person other than a Resident to whom the home site or home is leased by Management. Each home shall be owner-occupied.

## **6. HOME REQUIREMENTS AND IMPROVEMENTS**

A home may be installed in the Community after written approval by Management. A professional certified installer shall install each home in accordance with township and management requirements. All homes shall be equipped with skirting approved by Management and shall be kept clean and free of holes, gaps, openings or dents. All homes must be completely skirted and be equipped with at least one (1) smoke alarm device and one (1) fire extinguisher. A fire escape plan is encouraged for your safety.

The hitch for each home must be concealed or removed.

Resident must obtain approval in advance by Management for the location, size and material for all outside home improvements, i.e. patio porch or roof, storage sheds and screening.

All lawn equipment, toys, tools, concrete blocks, barbecues and other outdoor articles when not in use shall be stored within the home or a storage shed. No items except tires, hitch and non-explosive, non-flammable materials shall be stored under the home. Gas grills may be stored on decks, provided they are covered with black plastic or vinyl material. **No private swimming or wading pools, sandboxes, swing sets or playground equipment are permitted.**

All exterior home and home space improvements including but not limited to, skirting, steps, awnings or enclosures, temporary or permanent additions, alterations, patios, or patio coverings, porches, concrete or masonry work, utility changes, or any change in the exterior color of home or buildings must be submitted to and approved in writing by management prior to any change or installation. Residents are advised that they must obtain all government permits at their expense, conform to the applicable building code, and be approved by any appropriate authority. Any approved addition shall be of a design in harmony with the home, be constructed in a craftsman-like manner and be treated with a solid color stain to blend with the home.

One shed per home site is permitted. Placement of sheds must conform to applicable township ordinances. Residents are fully responsible for obtaining necessary Township permits for construction or placement of sheds. All sheds must be kept painted and well maintained. Management must approve each shed before a Resident seeks a Township permit. Storage shed doors shall be closed when not in use. Residents shall be responsible for any lawn repairs

needed resulting from the removal or change of location of said shed. Sheds may not be higher than the eaves of the Resident's home site and may not be larger than 12 foot x 12 foot.

**No new fences may be installed on any home site. Any existing fences already in place shall be considered "Grandfathered."**

Additionally, any existing fencing must be properly maintained and safety compliant. Any existing fence repairs must have written approval by Management before the start of repair. If a Grandfathered fence is removed, no new fencing may be installed, or the tenant is subject to eviction for non-compliance.

Furthermore, underground utility lines are often between home sites, and sometimes said underground utility lines need to be repaired or replaced due to leaks/issues. Fencing in the ground makes repairs more difficult to access with machinery. In conclusion, we further exclude new fencing from installed because during the installation of fencing and fence posts, underground utility lines can be damaged.

\*If any Grandfathered fence is damaged due to repair/replacement of any utility lines, it is the sole responsibility of the resident to repair that fencing.

For front porch: a minimum of a 4'x 6' pre-approved deck, painted with a solid color stain, with steps and safety rail. For rear steps: pre-approved steps with safety rails, painted with a pre-approved solid color stain.

Window unit air conditioners are not permitted in the front (street side) windows of homes. All window air conditioners must be self-supporting or bracketed to the side of the home; supports to the ground are not permitted.

TV and any other antenna shall not be higher than 12 feet above the roof of the manufactured home. Satellite dishes exceeding 39 inches in diameter are not permitted. Electronic or other devices that interfere with other residents will not be permitted.

Management reserves the right to make inspections of all home sites (not inside the home) and the area under the home at any time without notice to the Resident for the purpose of uniform enforcement of the Rules and Regulations, and for health, fire and safety hazards.

## **7. MAINTENANCE OF HOMESITE**

Each Resident shall maintain his/her home in good order and repair in a condition which will contribute to the general appearance and upkeep of the Community. Outside storage, garbage, trash and refuse are prohibited (other than in a watertight garbage can).

All homes and home spaces shall be properly painted at all times. Management reserves the right to require reasonable repair, maintenance, and improvement of any home for the general upkeep of the community.

Each resident shall repair all fire, wind or other damage to his/her home within sixty (60) days or remove the home from the Community. If the Resident does not repair or remove a damaged

home within the sixty (60) day period, Management may repair the home at the Resident's expense.

Broken and/or missing windows and storm doors must be repaired or replaced immediately. Exterior plastic coverings (windows, doors, screens etc.) are prohibited.

Outdoor drying of laundry is permitted but proper lines must be placed at the rear of the lot, not tied to trees or patio awnings. Laundry shall not be left out overnight or on holidays. No Resident shall erect any permanent clothesline; collapsible or removable clotheslines may be used but shall be stored out of sight when not in use. One clothes tree per lot is permitted.

Holiday decorations must be removed from the home and home site within forty-five (45) days of the end of the holiday.

The burning of trash, rubbish, leaves, or other materials is prohibited. **FIRE PITS ARE PROHIBITED.**

Attended outdoor grills are permitted to be used in the community in accordance with the manufacturer's safety instructions.

Resident's lots must be kept neat and clean and free of junk and debris. Management reserves the right, but does not have the duty, to clean and remove debris/junk that does not adhere to the policies of the community from a Resident's home site and charge the Resident for this cleanup.

**Landscaping/Lawn/Snow** - Each resident shall landscape his/her home site and continuously maintain such landscaping to enhance the appearance of the Community. The landscaping must be compatible with the Community subject to Management's approval prior to installation. Lawn care, including weeding at the street line, is the responsibility of the Resident. Lawns must be neatly cut, beds weeded, leaves raked, and bushes trimmed at all times. Grass and weeds must be trimmed to a low and neat level, along the base of the skirting as well as steps and porches. Cutting debris must be removed from the street. Each Resident is responsible for cutting the grass on his or her lot. Management reserves the right to mow and/or trim any home space that is neglected and charge Resident accordingly. This can be done any time the grass is in need of cutting, without prior notification to the Resident.

Resident may plant annual plants at the Resident's discretion. Resident shall not plant hardy plants, shrubs, hedges, trees or similar vegetation without prior approval of management. If planted, such vegetation shall be a permanent addition to the Community and may not be removed without Management's approval. Management reserves the right to remove any existing trees or other vegetation as Management deems necessary.

A limited number, size and type of lawn ornaments and exterior decorations shall be permitted at the discretion of management.

Each Resident shall be solely responsible for the removal of ice and snow from the walkways and parking area adjacent to his/her home without the use of chemicals. Snow or ice may not be deposited on the Community's rights-of-way or roads.

Each Resident is solely responsible for maintenance and upkeep of his/her assigned parking area, including but not limited to the repairs of holes, oil slicks or other damage to the surface.

Each Resident agrees to hold Evergreen Communities, LLC. blameless with reference to any claim made against the Community arising out of the routine maintenance of the walkway and parking area as described in the previous paragraph.

All garbage and trash must be bagged and placed in watertight containers. Trash should not be placed for pickup earlier than the morning of pickup. Trash containers must be kept tightly sealed, clean, and neatly placed away from view.

Resident may place one (1) professional-looking "For Sale" sign which shall be removed within twenty-four (24) hours of the time when the home is no longer offered for sale or one (1) political campaign sign [not more than thirty (30) days prior to election].

## **8. REGISTRATION**

Residents shall register the name(s) of each home site occupant(s) and all changes in the names of home site occupants must be presented to the Manager within five (5) days of any such change. Any changes in occupancy are subject to approval by Management and any proposed occupant must apply to Management for occupancy approval. Residents shall notify Management of any additional occupancy under any circumstances.

## **9. MOTOR VEHICLES**

Only currently licensed and inspected vehicles in good repair and appearance, which are used on a regular basis, are permitted in the community. Vehicles leaking gas or oil must be removed from the Community and any residue on the street or driveway must be cleaned. Management may reasonably limit the number of vehicles parked in the community by resident.

Vehicles must be parked within the site space. Driving or parking on grass, patios, or common areas of the community is prohibited. Temporary parking for occasional, short term guests is permitted along the roadway, so long as the vehicle does not prohibit passage.

The right to park in the community is limited to Residents and their guests. Guests must be visiting with a Resident at his/her home in order to park in the community.

A speed limit of ten (10) miles per hour, or as posted, must be observed at all times.

Vehicle repair, overhaul, and draining of oil or radiators are prohibited.

Vehicles with loud engines, go-carts, unlicensed motorbikes and scooters, 3 or 4 wheelers and snowmobiles are not permitted in the community.

Parking or storage of commercial vehicles, tractor cabs, stake-body, service-body, dump-body or utility-body type trucks are not permitted in the community without prior special approval and not at the Resident's home site.

Boats, trailers and recreational vehicles are prohibited at the home space except for a short period (up to two days) to load or unload before or after use. In-community storage must be arranged with Management.

Parking is limited to the number of vehicles that can reasonably be accommodated, at the discretion of management, on the surface provided at the home space.

## **10. SALE OF HOMES**

Resident shall first offer the sale of the home to management following the procedures set forth in the right of first refusal notice. If management and resident cannot come to terms on the purchase of the home from the resident then all procedures must be followed:

- a. All rent must be current
- b. The Resident's proposed buyer must completely and accurately fill out a credit and background check electronically at the proposed buyer's cost, and submit to Manager
- c. Copies of:
  1. Two most recent pay stubs from the buyer
  2. Sales agreement
  3. Title on home or copy of title application
  4. Proof that all taxes on home are paid to date
- d. The purchaser shall read and sign a copy of the Rules and Regulations
- e. After the above items are reviewed, and if the above conditions are met, Management will approve prospective purchaser.

No home shall be sold to any purchaser for use in the Community without prior consent by Management, which consent shall not be unreasonably held by Management. The purchaser shall first submit an application and complete necessary background and credit checks and agree to accept all the terms and conditions of these Rules and Regulations. If a home is sold to a buyer who is not approved by Management, the sale will be valid, but the new buyer will not be considered a Resident, and the home will be required to be removed from the Community immediately. You may suffer substantial damages if you attempt to sell without Management's approval. It is unlawful for anyone to change ownership/title of a mobile home without first obtaining a permit from the local tax collector.

## **11. PETS**

No pets are allowed in the community except by specific written permission of management. A maximum of (2) pets per household is permitted; this may include only one (1) dog that weighs thirty (30) pounds or less when full grown. The rules shall not apply to pets presently owned by current Residents; such pets, however, may be replaced only with pets that conform to the rules. Management reserves the right to accept or reject any pet.

PRIOR to bringing a pet into the community, Resident must obtain approval for and register pet with Management. A photo of the pet must be included with the registration form. Any animal or pet not registered will not be allowed to remain in the community. Dogs must be licensed in accordance with all applicable local and state laws.

Pets must be kept on a leash held by a responsible individual when outside the home and must never be allowed to run at large. Under no circumstances may a pet be tied outside unless under the direct supervision of the owner.

It is the responsibility of the Resident to remove animal waste.

Noisy or unruly pets, or those who cause complaints will not be allowed to remain in the community.

Outside pet houses are not permitted.

Feeding animals or leaving food or drink outside the home is strictly forbidden.

Service animals must be registered with the office with documentation identifying them as service animals.

## **12. REMOVAL OF HOMES AND IMPROVEMENTS**

Each Resident who desires to remove his/her home and improvement from the Community shall:

- f. Give Management a thirty (30) day written notice prior to vacating
- g. Obtain a moving permit from the Township and other proper authorities
- h. Remove his/her home and improvements in such a manner so as not to cause damage to the Community or to the property of any other Residents and in a manner equivalent to that which would be performed by a professional moving company
- i. Leave the home site in good condition, free and clear of debris, ruts and without damage to utility lines, paving, pads, shrubbery or landscaping
- j. Any damages caused by the mover(s) will be the sole responsibility of the current Resident, who shall make any and all necessary repairs to the satisfaction of the Community Management.

## **13. ABANDONED HOMES**

No home shall be left unattended in the Community for more than thirty (30) days without the written permission from the Community Management. Arrangements must be made in advance to maintain the home and home site in the standards of the Community.

Resident will be charged a storage fee of \$100/month for their abandoned home. Additionally, management reserves the right to charge Resident for any expense Management incurs in maintaining or removing abandoned homes.

Management reserves the right to remove any abandoned home for the reason deemed beneficial to the Community.

## **14. GENERAL CONDUCT**

Management reserves the right to eject or prohibit entry to any individual who causes a disturbance or becomes a nuisance. Residents shall be responsible for the conduct of the members of their household, their pets and their visitors and shall be liable for any damages caused to the property of the community or others. Drunkenness, loud parties, acts of inappropriate conduct as determined by management or any activity that disturbs the peace

and tranquility of the community is prohibited. Residents are responsible for ensuring their guests and visitors comply with these rules and regulations.

Individuals must conduct themselves in a manner to maintain a safe, clean, quiet and healthy community at all times without creating interference with other individuals.

Each Resident is responsible for the conduct of his/her children. Any damages caused by the children will be charged to the parent.

Management will not be involved in any domestic squabbles or problems. If a Resident feels he/she has a problem with a neighbor please call the local authorities or the police.

Noise, whether from televisions, radios, voices, mufflers, or other sources, which are disruptive or objectionable as determined by management, is prohibited. Noise levels shall be further reduced between the hours of 10:00 P.M. and 7:00 A.M. for the benefit of all Residents.

Loitering by Resident, their children and their guests is prohibited. Harassment of any person in the Community will not be tolerated.

No firearms (BB guns, pellet guns, air rifles, pistols, rifles, shot guns), bow and arrows, num-chuks, throwing stars or fireworks shall be used or carried in the Community.

Residents and guests shall ride bicycles and tricycles on the side of the roads in the Community, but not in any way as to inconvenience drivers of motor vehicles on the roads.

Homes shall be occupied by and used for residential purposes only. No business shall be conducted by any Resident within the Community.

Trespassing by Resident (child, adult or visitor) on another home space is prohibited without permission. Also, no Resident, children or guest may trespass upon neighboring properties of the Community.

Any violation of federal, state or local laws and ordinances shall be considered a violation of these policies and guidelines.

Conviction of any drug related offense shall be the basis for immediate termination of the rental agreement.

Yard sales may only be held on the first Friday and Saturday in June and the last Friday and Saturday in August with rain dates limited to the following Friday and Saturday.

Resident shall not destroy, deface damage, impair or remove any part of the lot, mobile home unit, or common areas of the Park nor permit any person to do so. Resident shall not commit any waste on the lot or Park.

## **15. MISCELLANEOUS**

Management reserves the right to waive any of these Rules and Regulations and to make such other Rules and Regulations, as in its own judgement may from time to time be necessary for the safety, care, maintenance, operation and cleanliness of the Community and for preservation of good order. Such changes, when so made and after thirty (30) day notice thereof is given to the Residents, shall have the same force and effect as if originally made a part of these Rules and Regulations.

Park Rules and Regulations may be amended or supplemented from time to time. Management shall send these amendments and/or supplements to the Residents within ten (10) days after they are adopted. Residents may be required to return to the Park Office within ten (10) days a signed acknowledgement of supplements and/or amendments to the Community Rules and Regulations if Management requests that a signed acknowledgement be returned as part of the supplement(s) or amendment(s).

Residents may not allow someone who has been evicted from the Community to visit or to live with a Resident without written permission from Management.

A Resident shall not do laundry or hang laundry for anyone who is not a Resident of the Community.

Management reserves the right to waive the application of any of these specific Rules and Regulations with respect to any Resident who resided within the Community prior to the enactment of these Rules and Regulations whenever such waiver is reasonably necessary to prevent undue hardship to such Resident with respect to an existing condition. Such waivers must be specific and in writing.

## **16. UTILITIES**

All utilities to the home must be installed, maintained, and be in good working order at all times. (i.e. Electricity, gas, water, sewer, heat.) Any home installed within the Community shall be either gas or electric heat. Oil tanks are prohibited.

**Water-** The Resident shall be responsible for protecting the water line beyond the valve from freezing. The Resident shall be responsible for repairing the water line and buried valve which serves each home site if damage occurs due to freezing. Any damage to the water riser or underground lines caused by the Resident will be charged to the Resident. The Resident will also be responsible for any damage and/or repairs/replacement of the meter as a result of the freezing.

All water lines and drains must be maintained leak-free and heat tape protected to the bottom of the water connection at least 2 inches below ground level. Resident will be responsible for damages if he/she fails to do so. Heat tape should be inspected annually to make sure it's working properly. The flat coated heat tape life span is typically 3-5 years when installed properly.

Management reserves the right to enter the home site at any time to inspect the water and other utility lines.

**Cable TV** – Line maintenance is the responsibility of the Cable TV Company and/or the Resident.

**Phone** – Line maintenance is the responsibility of the Phone Company and/or the Resident.

**Sewer Line** – Sewer line blocks are the responsibility of the Resident from the inside of the home to the point of entry into the main sewer line of the Community. It is the responsibility of the Resident to contact an outside contractor to open his/her blocked sewer lines.

Disposable diapers, paper towels, sanitary napkins, or any other foreign matter shall not be put into the sewer system. Lessee shall be solely liable and responsible for all costs involved in sewer stoppages due to the above causes.

**Heat-** Existing oil tanks should be maintained in such a manner that they are level, stable, on a firm footing, rust free, and painted to blend with the color of the home. Lines and tank must be free of leaks and defects and must be environmentally safe.

Pollution insurance is required for oil/kerosene units. Beginning **October 1 2021**, all residents that have oil tanks at their homes will be required to have adequate insurance for any oil tanks on site, to cover against repair/replacement and/or any oil spill or contamination that may occur. Any residents that fail to insure his/her oil tank and provide proof of such insurance will be given policy violations and pursued in court for judgement against such violations. The cost of oil tank insurance is \$120/year, only \$10/month. Information on oil tank insurance and a provider that offers that insurance is provided below and management can provide additional details to any interested residents with existing oil tanks. Residents are free to choose an insurance provider of their choice, the information we provided is simply for convenience and to help assist residents with this process.

**Oil Tank Insurance Provider:**

The Powderhorn Agency, Inc.

P: 888-354-0677

[www.PowderhornAgency.com](http://www.PowderhornAgency.com)

Ask about the ProGuard Oil Tank Protection Program

Residents that fail to maintain proper insurance for oil tanks or allow their insurance coverage to lapse will be financially responsible for all associated costs of cleanup and repair of any oil leaks/spills/contamination at their home site.

If a furnace is being replaced in the community, any oil furnace must be replaced with and converted to natural gas, Liquid Propane or electric.

## **17. TAXES**

All property taxes and personal taxes assessed to the home and homeowner are the sole responsibility of the homeowner.

## **18. INSURANCE AND LIABILITY**

Management will not be responsible for damage, injury or loss by accident, theft, fire, mischief or acts of God to either the property or person of resident or guests or any damage to home or property resulting from electrical failure, water, rain, windstorm, tree debris, etc.

Resident is responsible for any injury or damage caused by resident, guests or pets to any other resident, guest or pet. Resident is hereby notified that resident will assume all risk in such matters and should insure themselves and their property accordingly.

The Community and/or Management does not assume responsibility for any loss of life, personal injury or damage to property, or any other loss arising out of or from any occurrence

in, upon or at the Community facilities or resulting from or connected with the use of the Community facilities.

The resident shall be liable for all damages to property of the Community caused by his/her family, guests or pets.

The Resident agrees to hold harmless Evergreen Communities, LLC. from any and all liabilities and action of whatsoever nature by any Resident, children, guests and pets, growing out of the use of the Community facilities.

Failure of Management or Resident to take any act against the other for violation or default of any of the terms of this Agreement will not prevent a subsequent act of a similar nature from being a violation or default of the Agreement.

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees together with costs.

If any term or provision of this agreement shall be held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this agreement shall not be affected thereby, but each term and provision shall be valid and shall remain in full force and effect.

## CONCLUSION

Enforcement of these Rules and Regulations will assure that your Community will always remain clean, neat and healthy. It is our policy to do any work which is not completed by the Residents and charge them accordingly. In doing so, we will be serving your best interest, as well as those of the Community.

## WELCOME TO FOREST CITY MOBILE HOME PARK

I/We, the undersigned, acknowledge that I/We have read and received the Rules and Regulations of Forest City Mobile Home Park and agree to abide by the same. I/We understand these Rules and Regulations may be changed with thirty (30) day notice. Management requires that the Lease Agreement be signed by each Resident.

In witness whereof, the Management and Resident(s) have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Resident Signature

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Resident Name

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Resident Signature

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Resident Name

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Resident Signature

Resident Name

**PLEASE SIGN AND RETURN THIS SIGNATURE PAGE ONLY**