



## 1. OCCUPANCY

- A. Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective residents must be approved by Community Management and must sign a Lease Agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community.
- B. No one other than those executing the Lease Agreement shall be allowed to reside upon the lot set forth in the Lease Agreement. Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An executed Lease Agreement and executed copy of these Rules and Regulations, as well as a completed and approved Application for the Residency must be received by Community Management prior to the: (1) arrival of the Resident's manufactured home in the Community; (2) transfer of title when the manufactured home is already in the Community; or (3) taking of possession of a manufactured home on a residential lot by Tenant(s).
- C. Community Management reserves the right to: (1) refuse to accept further rent and terminate the Lease Agreement of anyone who fails to comply with these requirements; or (2) refuse rental to any applicant.
- D. Prior to the beginning occupancy, each Resident must sign a copy of these Standards and a Lease Agreement.
- E. Resident, Resident's family members, guests and invitees are not permitted to play in lots other than Resident's lot. Residents, Resident's family members, guest and invitees are not permitted to play in the yards of other Residents, or to pass through other Residents' yards. Resident shall be held responsible for the actions of both persons residing in his/her home and invitees who violate the provisions hereof or these Rules and Regulations, and for damages caused by such persons.

## 2. PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY

Prospective residents of the Community must be approved by Community Management based upon: (1) completion of application; (2) approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community to any person(s) deemed not suitable to Community Management in its sole discretion. Any misrepresentations, whether written or oral, made by a prospective resident in information provided on the application, registration card or credit application, or statements as to number, age or identity of persons residing in the home, or about pets, personal background, or past landlords, are deemed material and fraudulent and made to induce the Community Management to admit the prospective resident. Any such misrepresentation shall be deemed a conclusive breach of the Lease Agreement and shall void the approval of the request for occupancy.

Community Management requires that each Resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State and the county in which is the Community is located.

### 3. RENTALS

- A. No fences are permitted except those installed by Community Management or otherwise expressly consented to in writing by the Community Management.
- B. Propane tanks, other than those use in outdoor grills or similar devices, are not permitted in any area directly visible to any street.
- C. Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets, aluminum foil, etc., shall not be used as a window covering or shade device.

### 4. LOT IMPROVEMENTS/ MAINTENANCE BY RESIDENTS.

- A. Where the Community has provided a paved parking area on the lot, the Resident, at Resident's expense, is responsible for maintaining this paved area, and if damaged by Resident or guest(s) during the tenancy, the Resident must repair same. This obligation includes cleanup of any oil spills or leaks.
- B. No basketball hoops (either portable or stationary), weight benches, trampolines (unless approved in writing by Community Management prior to placement), outdoor exercise equipment or other outdoor recreational equipment, major appliances or recreational vehicles are permitted on the residential lot outside of the manufactured home. Swing sets may be permitted if prior written approval is received before installation, installation is done in a manner that is safe and does not disrupt the privacy of neighbors, the swing set is well maintained, and the Resident does not allow use except under Resident's supervision. Resident hereby indemnifies and holds harmless Community Management, its affiliates and its and their officer, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of the same. No pools are permitted except temporary "toddler" wading pools that are less than 5 feet in diameter and no more than 6 inches deep. Said approved "toddler" pools must be emptied and stored away in an acceptable location following each and every use, and may never be left unattended while containing any amount of water. Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residential lot or on the home or in the windows of the home.
- C. No clotheslines of any type are permitted. Under no circumstances may clothes be hung on deck rails or decks.
- D. D Utility sheds are not allowed.

### 5. LOT CARE

Community Management will be responsible for all snow removal on Community streets and driveways. Residents are to be responsible for all snow removal on walks and porches.

- A. All Residents must maintain their yard in compliance with all municipal, county and State housing and health codes. Each Resident shall be responsible for the maintenance and cleanliness of his/her lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the manufactured home, deck, stoop or patio. In the event any governmental agency shall impose a fine for failure to comply with the same, Resident shall be responsible for the payment of the same,

and, in the event Community Management shall pay the same, Resident shall promptly reimburse Community Management for the same.

- B. There shall be no dumping of leaves, clippings or other debris onto a Resident's lot. If any trash is dumped onto a Resident's lot, it must be removed at the Resident's expense. Each Resident must leave access to and through his/ her lot and shall erect no fence, whether wooden, composition, electrical or otherwise, any form of pet restraining perimeter, whether above or below ground, or any other form of obstruction on his/her residential lot so as to allow unfettered access to and from the lot for purposes of maintenance and repair services..
- C. Community Management will be responsible for mowing of all yards and common areas. Resident is responsible to remove any items on yards that will prevent or restrict mowing. Sod destroyed or damaged by neglect, lack of water, vehicular traffic or by any other means or for any other reason, must be repaired or replaced at Resident's expense. If, in the opinion of Community Management, all or part of Resident's lawn needs to be re-sodded, Resident will receive written notice from Community Management to complete this repair at Resident's expense or face eviction. Plants, lawns and the residential lot are to be kept free of, among other things, weeds, under- brush, debris and any other rubbish and should not be permitted to become overgrown or unsightly. At its option, Community Management may notify Resident of his/her failure to comply with this provision. Upon failure of Resident to take appropriate corrective action within 7 days after receipt of notice, Community Management may, but has no obligation to, have the necessary work performed, and shall have the right to charge Resident for materials and equipment, and labor expenses incurred.
- D. The planting of flowers is encouraged and shall be maintained by Resident; provided, however, to protect under- ground utilities, it is necessary for Resident(s) to receive prior written approval from Community Management before planting. With Management's prior written approval, small plants and shrubs planted by Resident may be removed when vacating the lot. Sod must be replaced by Resident where planting is removed. Existing trees or shrubs must not be damaged or removed by Resident without prior written permission of Community Management. Resident is responsible for trimming and maintenance of all shrubs, bushes and trees located on the residential lot regardless of who planted the shrubs, bushes and/or trees. Trees may not be removed or cut down without prior written approval from Community Management. Community Management will maintain trees, shrubs and any other horticultural amenities in Community common areas, as well as trim and/or remove trees that in its sole discretion are safety hazards located either in common areas or on residential lots. Residents are required to maintain their residential
- E. lots including, but not limited to, yards, shrubs, trees, and garden areas in a well-groomed manner at all times. If Community Management receives a written request, the basis of which in Community Management's sole discretion is not safety related, to trim or removed trees and/or shrubs located on a residential lot, then such service as consented to by Community Management shall at the expense of the requesting Resident.
- F. Residents who are going to be absent from the Community for more than 2 weeks must notify the Management office as to what arrangements have been made for the necessary grounds care. Community Management reserves the right to do the necessary work at Resident's expense so that the lot will meet these Rules and Regulations.

## 6. VEHICLES

- A. The Community is maintained as private property and enterprise, its streets are private and not public thorough- fares.
- B. If off street parking is provided at Resident's lot, then Resident must park his/her vehicles on his/her own lot. The Resident is permitted a total of 2 vehicles per lot, provided there is adequate room. No vehicles are to be parked on Community streets. Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. All Resident's vehicles must have liability insurance in the minimum amount required by State law. In the event there is not sufficient space for parking, it is the responsibility of the Resident to locate parking or storage outside the Community and not within the Community or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Community; such parking is strictly prohibited. Vehicles are not to be parked on the grass at any time. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the Community. All other vehicles must be removed from the Community. Community Management will ban from the Community any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Vehicles in violation of these Rules and Regulations may be towed away without notice, at the registered owner's expense, payable to the towing service and not to the Community Management. Residents are responsible for guests' vehicles complying with these standards.
- C. Mechanical or other repair of vehicles, boats, or trailers is not permitted within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by Community Management. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes. Due to the safety hazard it presents, any unattended vehicle left on jacks, blocks or ramps is subject to immediate towing without notice, at the vehicle owner's expense.
- D. No truck larger than one (1) ton with pickup will be permitted in the Community. All commercial trucks are not allowed in the Community except for special circumstances that have the prior written approval of the Community Management. Such types of special circumstances may include moving in or out of the home, delivery of furniture, appliances, delivery of materials for installing yards. Such instances need to respect the use of other Residents and their access to their homes. Boats, off-road vehicles, campers, motor homes, step vans, utility trailers and/or other large vehicles are not permitted in the Community. If items are not removed when Community Management requests such items to be removed, then Community Management will exercise its right to have such items towed at Resident's expense. Community Management is not responsible for any damage that may or may not occur to personal property. Campers, motor homes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but never overnight. No person may remain overnight or otherwise reside in the Community in any camper, motor home or similar vehicle.
- E. Motorcycles and mopeds operated by a Resident will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No recreational or joyriding will be permitted within the Community by Residents or guests.
- F. ATV's, minibikes, dirt bikes, go-carts, or any motorized vehicle off-road vehicle will not be permitted on Community streets or being ridden on Resident's lot.

- G. Speeding in excess of posted limits is prohibited. All autos, motor-cycles, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of 15 miles per hour and must obey all “stop signs” or other posted warnings. A FULL STOP must be made at all stop signs.
- H. Skateboarding is prohibited on sidewalks and around common areas.
- I. Bicycles, golf carts and pedestrians have the right of way; provided, however, riders and pedestrians must observe all traffic rules.
- J. Only individuals having a current and valid driver’s license may operate a motor vehicle in the Community.

## 7. PETS

- A. Pets are not permitted.
- B. Feeding of stray or wild animals is prohibited.

## 8. TRASH/GARBAGE

- A. All garbage must be wrapped and placed in a garbage container, which shall be securely closed at all times. Until ready for pickup, containers are to be placed in an area not noticeable from the street. Yard trash and cuttings must be put in plastic bags containing no trash. Limbs must be tied in bundles, not over 3 feet in length. Cardboard boxes must be broken down flat. Trash containers may not be placed at pickup locations any earlier than 6:00 p.m., the evening prior to pickup service, and containers must be removed from pickup locations within 12 hours of pickup service.
- B. The garbage company will pick up trash according to their own schedule and rules. All rubbish and garbage must be securely bagged in plastic bags and put inside plastic containers with lids. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is the Resident’s responsibility to remove any trash the garbage company will not handle. Residents shall not dispose of hazardous waste in garbage containers or anywhere in the Community.

## 9. SATELLITE DISHES

- A. In order to maintain an attractive Community, satellite dish can only be installed ten (10) feet from the back of the home. Community Management must approve the location of the dish. Residents will be responsible to contact the satellite company and set up an account directly.
- B. No radio, CB or shortwave antennae is permitted at the manufactured home lot or on the manufactured home.

## 10. RESIDENT CONDUCT

- A. Noise or conduct that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes a breach of the peace is prohibited. Loud noises, annoying parties, and abusive or profane language shall not be permitted at any time in the Community. All Residents and their family members, invitees and guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other occupants of the Community. Written complaints filed with Community Management by other Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules and Regulations.
- B. Residents and those persons residing with Resident shall not allow anything to be done on the residential lot or in the home, including the operation of any equipment or machinery, that may result in serious property damage to the home, residential lot or to the Community, or that is disturbing to other Residents. Residents and those persons residing with Residents shall not allow any activity that may constitute or create a liability on the part of Community Management or interfere with the quiet enjoyment of other Residents.
- C. No alcoholic beverages may be used or consumed on or in any common area or recreational facility of the Community.
- D. Residents will be held responsible for their guests' conduct. E. Illegal drugs in the Community are strictly prohibited.
- E. Criminal activity in Community is strictly prohibited.
- F. Open fires shall not be allowed on any property within the Community.
- G. No firearms, other forms of weaponry capable of firing dangerous projectiles, or firecrackers are to be discharged within the Community.

## 11. COMMUNITY MANAGEMENT ACCESS TO HOME LOT

In an emergency situation, the Community Management may enter a home lot and/or home to prevent imminent danger to an occupant of the home or to the home itself. Additionally, at all reasonable times and subject to any minimum notice requirement of applicable law, the Community Management may enter onto the home lot or to the home itself for purposes of repair and replacement of utilities and protection of the Community.

## 12. SOLICITING OR PEDDLING

Soliciting or peddling is not permitted in the Community. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community.

## 13. BUSINESS

No business or commercial enterprises shall be permitted to be operated by any Resident, or any guest or invitee of any Resident, from or within the Community and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting for compensation is a commercial enterprise and is prohibited within the Community except by written consent of Community Management. A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) uses any type of sign or advertising on the exterior of the manufactured home; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (vi) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, subleasing, renting or other business use.

## 14. LAWS

All federal, State, and county laws, and all local regulations and ordinances must be obeyed by the Resident(s), members of Resident's family, and their guests and invitees. Violation of laws, regulations and ordinances, and violations of these Rules and Regulations shall be a material breach of the lease agreement and shall constitute good cause for termination of tenancy.

## 15. WEAPONS

The use of weapons in the Community by Resident(s), members of Resident's family or guest or invitees is prohibited including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon.

## 16. PATIOS OR DRIVEWAYS

Only standard lawn or patio furniture will be permitted on patio. The patio and driveway are not to be used for storage or any items including, but not limited to, household furniture and appliances, boxes, lawn equipment, exercise equipment and inoperable vehicles.

## 17. GUESTS

Guests shall not stay in the Community more than 15 consecutive days or 30 days in any year without written permission from Community Management. Residents shall be solely responsible for the conduct of their guests. All guests must comply with these Rules and Regulations. Guests shall not be permitted to reside or stay in the Community in the absence of the Resident. Seasonal occupants are requested to notify Community Management of the period(s) during which the manufactured home is vacant. If Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Resident or the guest of a written demand to vacate.

## 18. USE OF FACILITIES

The use of common facilities and/or other amenities is a privilege and not a right. Such facilities may and will be closed from time to time as necessary in Community Management's judgment for appropriate cleaning and/or repairs. Rules posed in the common areas will be strictly enforced and Community Management shall have the right to bar usage of such facilities to any party based upon such party's prior conduct. The common facilities are provided for use by Residents and their guests on a "USE AT YOUR OWN RISK" basis. No drinking of alcoholic beverages is allowed in or around the recreation areas or buildings within the Community. Resident's shall be responsible for their guests and any damage that may occur during use. Resident using the common facilities will be responsible for all trash removal and cleaning of those facilities.

## 19. COMPLAINTS AND NOTICES

All complaints must be made in writing at the office of Community Management or may be emailed or sent by text message. If a Resident has any complaints, recommendations, etc., please discuss them with the Community Management.

## 20. MAINTENANCE REQUESTS

All requests for Community maintenance must: (1) be submitted to Community Management in writing at the Community office, by email or by text message; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management.

## 21. USE AND OCCUPANCY

The residential lot shall be used solely for the purposes the residential use and occupancy of Resident. Without prior written consent of the Community Management, the lot may not be occupied by more than 2 persons per bedroom.

## 22. LIABILITY FOR DAMAGES

Community Management shall not be liable for any loss of, or damage or injury to, the person or property of Resident, any member of Resident's household or any occupant, guest, or invitee on the residential lot, caused by but not limited to: (a) any condition of the lot; (b) any act, fault, or neglect of any Resident, a member of any Resident's household, or any occupant, guest or invitee of any Resident or of any occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Management's active or willful misconduct. Resident does hereby indemnify and hold harmless Community Management, its affiliates and its and their officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any Resident, member of Resident's household, or occupant of the lot, or of any guest or invitee of any Resident or occupant of the lots.

## 23. INSURANCE

The Community Management does not provide insurance for Home Owner's for any of Resident's personal property. Resident is home and/or personal property.

## 24. GOVERNING LAW



The Community Management-Resident relationship created by the Lease Agreement and these Standards shall be governed by applicable federal law and the law of the State of Wyoming.

## 25. SUB-LEASING AND RENTING

No portion of the residential lot or manufactured home may be subleased, rented or leased by Resident without the prior written consent of Community Management, which consent may be withheld, delayed or denied by Community Management in its reasonable discretion. Without Community Management's written consent, any such act shall be void and shall constitute a default by Resident under the Lease Agreement. Community Management may lease any manufactured home it owns and places on Community lots. Any subleasing without Community Management's written consent shall be void, and shall constitute a default by Resident under the Lease Agreement. Neither residential lot leases nor manufactured home leases are transferable. If the home is subleased without written authorization of Community Management, no such subleasing, occupancy or collection of rents shall be deemed to be a waiver of this provision, or acceptance of the subtenant or occupant as a tenant, or a release of the Resident(s) from further performance by Resident(s) of the provisions of the Lease Agreement and these Rules and Regulations.

## 26. LEASE AGREEMENT TERMS AND CONDITIONS

A written Lease Agreement will be required of all new Residents prior to occupancy. All of the terms and conditions of the Lease Agreement are specifically incorporated herein by reference.

## 27. WAIVER

No waiver of any default by Resident shall be implied from any omission by Community Management to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and the only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lease Agreement or these Rules and Regulations by Community Management shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Management to any act by Resident requiring Community Management's consent shall not be deemed to waive or render unnecessary Community Management's consent to any subsequent similar act by Resident.

## 28. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exception to these Rules and Regulations when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these Rules and Regulations may be granted by the Community Management due to space limitations, design considerations, in cases where the intent of a Rules and Regulations is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

## 29. SURVIVAL

If any portion of these Rules and regulations is found to be void or unenforceable by a court of competent jurisdiction, the balance of these Rules and Regulations shall remain in full force and effect, so long as the general intent of the parties continues to be met. To the extent State or local law is inconsistent with any terms of these Rules and Regulations, such State or local law shall control the relationship between the parties hereto.

### 30. OFAC REPRESENTATION

Resident hereby represent that neither Resident nor any person who resides or is proposes to reside with Resident in the Community is or will be a Prohibited Person, as that term is hereinafter defined. A “Prohibited Person” is any entity, person, or party: (i) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 (“E013224”); (ii) whose name appears on the United States Treasury department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/tllsdn.pdf>) (the “OFAC List”); (iii) who commits, threatens to commit or supports “terrorism,” as that term defined in EO 13224; or (iv) who is otherwise affiliated with any entity or person listed above.

These Rules and Regulations, dated \_\_\_\_\_, 20\_\_\_\_, supersede all others. Receipt Acknowledgement

TENANT(S)

Tenant Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Co-Tenant Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Print Name \_\_\_\_\_

TIMBER VIEW ESTATES LLC

Signature \_\_\_\_\_ Date Signed \_\_\_\_\_