

RULES AND REGULATIONS OF RESIDENCE FOR RIDGEWOOD VILLAGE MOBILE HOME PARK

I. ESTABLISHING RESIDENCE

- 1.01. Application. In order to secure a Lot, the prospective Lessee must provide Lessor with the following items: 1) an approved Application; 2) a signed Lease Agreement, including any Exhibits thereto; 3) a Security Deposit equivalent to one month's rent; 4) a \$10.00 non-refundable application fee; and 5) proof of ownership of mobile home as required in Paragraph 3(b) of the Lease Agreement.
- 1.02. Registration. Every person residing in the Park must be registered with the Park's management office. It is the responsibility of the Lessee to register all occupants and to report any changes that may occur.

II. UTILITIES AND MOBILE HOME SET UP

- 2.01 Water.
- a. The connection between each mobile home and the Park's water supply must be made of a flexible material recommended for use as mobile home water line, not to exceed 6 feet. A garden hose is not acceptable. Any connections greater than 6 feet shall only be made of Schedule 40 pipe.
 - b. A backflow preventor is required on the water line for any mobile home. From time to time the Park must turn the water off for water line maintenance. Lessor shall not be responsible for any damage to any water heater element since the backflow preventor is required in order to prevent such damage.
 - c. Water lines must be protected, by the Lessee, from freezing temperatures. Foam type insulation is required at a minimum; heat tape is acceptable.
 - d. Water is provided solely for the benefit of the Lessees and residents of the Park. Lessees shall not allow guests or invitees to wash vehicles or clothes in the Park. Lawns should be watered only 30 minutes at a time, once in early morning and again in late afternoon.
 - e. If the Park Manager sees abuses of water use, such as leaking water lines and/or faucets, toilets running constantly due to bad valves, water hoses in use without an automatic cut-off nozzle, the watering of mobile homes for the purpose of cooling it, etc., the Lessor shall have the right to turn off the water to any Lot without warning and impose a Fee for the excessive water usage. If Lessee is aware of a water leak or possible water leak, he or she should immediately report the same to the Lessor.
- 2.02 Sewer.
- a. Sewer Connections shall be odor and leak proof and shall be installed to eliminate sagging. All sewer pipes must be three inch (3") rigid plastic. A clean out must be installed on the line prior to entering the main and the run-out should extend through the skirting with a cap.
 - b. Lessor shall not be responsible for any damage or stoppage of a sewer line before it reaches the main line or in the main line when such damage or stoppage occurs due to the flushing of anything other than toilet tissue. Any and all stoppage in any lines should be reported to the park office or the Park Manager at (334) 821-2298. If Lessee contacts a cleaning service before contacting the office or Park Manager, Lessee will not be reimbursed for the charges of such cleaning service. If Lessor is unable to fix any sewage problem within a reasonable amount of time, it will contact a cleaning service on your behalf. If the problem does not originate from within Lessee's mobile home, Lessor will pay for the charges associated with the cleaning.
- 2.03 Electricity. Electricity is available to each Lot with 110 and 220-volt service. An electrician licensed with the City of Auburn is required to perform any electrical work on any Lot or in any mobile home located on a Lot. All electrical hook-ups on mobile homes must meet City specifications.
- 2.04 Tie Downs. State law requires that all mobile homes be tied down. Placement of tie downs must be cleared through the Park's Manager to prevent water line damage. If damage is done to water lines due to improperly placed tie downs, the Lessee will be responsible for making immediate repairs. Power, cable and telephone lines can be located by contacting Alabama One Call at 800-292-8525.
- 2.05 Skirting. All mobile homes moved on to the Leased Premises must be skirted within forty-five (45) days with an access door for sewage and water. All skirting must be vinyl and properly installed.

III. MAINTENANCE AND UPKEEP

3.01 Lot Maintenance.

- a. Lessor agrees to mow any portion of any Lot that is accessible to a riding lawn mower. Walkways must be at ground level to insure riding lawn mowers can pass over with ease, and cannot have loose rocks or stones of any kind. Lessee agrees to keep all fenced and inaccessible areas mowed and weed-eated. Lessee agrees to keep all shrubbery trimmed in a uniform manner, any privet bush or ivy cut down and killed, and dead landscaping/bedding material removed.
- b. Each Lot must be kept neat, clean and free of debris. All Lots must be kept raked and clean. Some lots require more frequent raking than others. Leaves and straw must be bagged or a fee will be incurred for extra garbage pick up.
- c. Trees and shrubs shall not be disturbed in any way. No nails, wires, or other items shall be used on any trees. No fencing shall be connected to any trees.
- d. Any alteration to any Lot or mobile home must be approved by the Park Manager before the alteration is made. If alterations are made without being pre-approved, they may be required to be removed at the expense of the Lessee.
- e. As underground utilities run throughout the Park, the Park Manager must pre-approve any planting or digging. The Park Manager must approve all planting material. Unapproved and/or unsuitable planting material will be removed at the discretion of the Park Manager. All trees, shrubs, flowers, etc. which have been planted become the property of the Park. Nothing may be uprooted or removed from any vacant lot or the Leased Premises at the expiration of the Lease.

3.02 Patios. All patio areas must be free of non-patio items (indoor furniture, appliances, etc.) as well as other trash and debris.

3.03 Mobile Homes. Lessee agrees to keep the sides of the mobile home clean, the top of the mobile home and out buildings free of straw, leaves and debris, and the sides of the mobile home and any out buildings in good repair. No additions can be installed to any mobile home or to the Leased Premises without the prior written consent of the Lessor.

3.04 Garbage. Garbage will be picked up on Monday and Friday mornings unless otherwise notified by postings in the Park office and mailroom. Garbage receptacles should be placed by the curb in front of each Lot on the morning of pickup. Garbage not on the curb when the garbage truck makes rounds will not be picked up. Garbage receptacle should be removed from the curb and replaced next to the mobile home before the end of the day that garbage is picked up. All garbage receptacles must have lids and Lot numbers. Burning of trash is prohibited. Boxes and other items too large for the garbage receptacles should be left at the curb for pick up. Leaves and pine straw should be bagged in plastic bags and tied.

3.05 Fencing. Fences must be portable chain link and approved by the Park Manager before construction. The approval of the Park Manager may be withheld for any reason. If necessary, fences will be removed for maintenance or repair of utilities or for moving mobile homes. It shall be the responsibility of the Lessee to rebuild or replace any fence removed as described above.

3.06 Antennas. Antennas of any kind and Satellite dishes over one meter (39.37") in diameter are not permitted.

3.07 Lessor's Right to Maintain. In the event that the Lessee fails to comply with any of the provisions located in this Section III, Maintenance and Upkeep, the Lessor shall have the right, but not the obligation, to cause to be maintained the Lot in accordance with these Rules and Regulations at the expense of the Lessee. The expense for such work shall be considered a Fee, as that term is used in the Lease.

3.08 Skirting. All skirting must be vinyl and properly installed. Skirting must be well maintained on all mobile homes and any damaged or missing skirting must be repaired or replaced. This shall apply to any and all mobile homes regardless of the cause of the damage, or the time in which damage occurred.

IV. GENERAL RULES

4.01 Residential Use Only. Lots are to be used solely for residential purposes in a manner that does not disturb the peaceful enjoyment of any part of the Park by any Lessee or occupant. No business or commercial venture, other than those operated by the Lessor, are permitted to operate anywhere in the Park. For the safety and security of Ridgewood residents, no peddling or soliciting is allowed in the Park. Please report any violators to the Park Manager.

- 4.02 Alcohol. Use of alcohol in any common area of the Park, including any amenity, is strictly prohibited.
- 4.03 Annoying Conduct. No Lessee, resident, guest, or invitee may engage in any conduct within any mobile home, Lot, or anywhere in the Park that may reasonably be determined to constitute a substantial annoyance to the Lessor or other Lessees. Excessive noise will not be tolerated. Loud noises after 10:00 p.m. and before 8:00 a.m. shall not be permitted. There shall be absolutely no band practice of any type allowed in the Park.
- 4.04 Guests. The obligations of the Lease Agreement, including these Rules and Regulations, shall equally apply to all Lessees and residents, as well as any guest or invitee of a Lessee or resident. Each Lessee shall be responsible for his or her guests or invitees and shall fully indemnify and hold harmless the Lessor for any damage or violation of the Lease caused by such guest or invitee.
- 4.05. Children. Each Lessee or resident shall be responsible for the conduct of his or her children in the Park. Children shall not be unsupervised anywhere in the Park, and their play should be confined to recreational areas or their own yards.
- 4.06 Swimming Pool. The hours of the Swimming Pool are from 10 a.m. until dark, weather permitting. There is no lifeguard on duty, and all swimmers swim at their own risk. There is absolutely no diving allowed! Persons diving in the pool will be asked to leave and may lose pool privileges. There shall be no running or horseplay in or about the pool area. There shall be no pets allowed in the pool area. No glass containers or alcoholic beverages are allowed in the pool area, and all refuse should be put in the provided trash containers. No obscene language, screaming, yelling or loud music shall be permitted in the pool area. An adult parent or legal guardian must accompany all children under 15 years of age. Entrance or attempted entrance to the pool area when the gate is locked will be considered as trespassing by the Park Manager and violators will be prosecuted to the fullest extent of the law. The pool is for residents of Ridgewood Village only; Lessees are allowed one guest per Lot per day and must accompany his or her guest to the pool at all times. These Pool rules will be strictly enforced.
- 4.07 Vehicles and Parking.
- a. The speed limit in the Park is 15 miles per hour. All traffic laws and traffic signs must be obeyed for your safety and that of others, especially children.
 - b. No repairing or reconditioning of vehicles is permitted anywhere in the Park. Abandoned or non-working vehicles are not allowed in the Park, and will be towed at Lessee's expense.
 - c. Each Lot has street parking for 2 vehicles. Vehicles may not be parked on the Lots at any time for any reason. Violators will be assessed a Fee of \$25.00 for the first violation of this provision. The Fee shall be increased by \$25.00 for each successive violation. Each Lessee should consider the other residents of the Park when he or she, or his or her guest or invitee parks anywhere in the Park. Parallel parking is allowed on both orange and blue sides of the street, but angled parking is only allowed on the orange side of the street (30° angle). All vehicles over 18 feet in length must park parallel. If any vehicle prohibits a mobile home from entering or leaving a Lot, the vehicle will be towed out of the way and the owner of the vehicle shall be responsible for any charges or damages incurred.
- 4.08 Pets.
- a. No pets will be kept in the Park unless the Lessor or Park Manager makes a provision for the same in writing. In the event that Lessee is granted permission to have a pet, there shall be no more than 2 pets per Lot. No outside cats or aggressive dogs are permitted anywhere in the Park. All dogs must be licensed with the City of Auburn. The Park requires that all Lessees and residents register his or her dog in the Park office and provide the City of Auburn's license number, the breed, the color, the sex, and the name of the dog.
 - b. No pet shall be permitted to run free in the Park and shall at all times be either inside a mobile home, inside a fenced area with housing and fresh water, or on a leash with its owner. The Park Management monitors this provision at all times. This provision shall be strictly enforced and there shall be a no tolerance policy for any and all free roaming pets.
 - c. Each Lessee shall be required to ensure that its pet does not cause any annoyances or discomfort to other residents of the Park. Specifically, each Lessee must ensure that its pet does not create excessive noise or odor.
 - d. In the event that any pet belonging to any Lessee is in violation of any portion of this Section 4.08, the Lessee shall be given a warning and assessed a Fee of \$25.00. If the same pet is found to be in violation of any portion of this Section a second time, the Lessee shall have 48 hours to remove the pet from the Park and shall be assessed a Fee of \$50.00. At such time permission to have a pet in the Park shall be immediately revoked and no longer in effect.
 - e. The Park is patrolled by the Auburn Animal Control. Any animal problems should be reported to them at 501-3092 or the Humane Society at 821-3222.

- 4.09 Firework/Firearms. No fireworks, firearms, bows and arrows, air rifles, potato guns, paint ball guns or any other type of weapon may be used in the Park. No target practice of any kind is allowed in the Park. Violation of this Paragraph will result in immediate termination of the Lease and a report shall be filed with the Auburn Police Department.
- 4.10 Lessor Liability. All persons enter and/or live in the Park at their own risk. Lessor shall not be responsible for any injury or loss to any Lessee, guest, or invitee because of accident, theft, fire or by some act of God. Additionally, Lessor shall not be responsible for adults or children who may be injured while playing in the streets, drainage ditches, swimming pool, amenities, or playground equipment within the Park.
- 4.11 Mail. The Park's mailroom is located to the left of the clubhouse. Every Lot has a mailbox with a number corresponding to the Lot number. Lessee may obtain mailbox keys from the former Lessee of the Lot or from the Park's management office. All residents shall wait outside the mailroom until the mailman has finished distributing all mail. Should a package arrive for any resident, the mailman will leave a parcel box key in the mailbox associated with the resident's Lot. To access the parcel box, the resident must insert the key in the corresponding parcel box. Mailbox keys are not loaned out. Each person registered at the Lot can purchase a key from the office. It is the responsibility of every Lessee to retrieve the key and remove the name of a registered person who no longer resides on the Leased Lot.
- 4.12 Failure to Return Lease and Rules and Regulations. Lessor reserves the right to impose a \$30.00 per month Late Lease Fee to any Lessee that does not sign and return his or her executed Lease Agreement and Rules & Regulations of Residence to the Park office by the beginning of the new lease period. If Lessor is requested to replace an existing Lease, there will be a \$20.00 Fee.
- 4.13 No Renting. No Lessee shall be permitted to rent any mobile home, or portion thereof, to a third person unless the Lessee is also living in the mobile home.
- 4.14 No Fires. No fires or fire pits which allow for uncontained burning will be allowed. No burning of leaves, trash, or rubbish shall be allowed.
- 4.15 Compliance with Laws. Lessee must comply with all applicable municipal, county, state, and federal ordinances, regulations, and laws at all times.

V. MOVING FROM RIDGEWOOD

- 5.01 Holding Over. The term of all Lease Agreements shall end on July 31st. All Leases for the next year must be renewed by July 31st each year. In the event that a Lessee desires not to renew his or her lease by entering into another lease agreement, he or she must give notice of the same to Lessor prior to sixty (60) days from the expiration of the then current lease term. If the Lessor does not receive 60 days notice, or if Lessee does not sign the new lease by the end of the then current Lease term, Lessor may, at its discretion, deem Lessee as holding over into a new lease term of one (1) year, to be dictated by the same terms and conditions of the new Lease Agreement.
- 5.02 Lot Checklist. All items listed on the Lot Checklist must be completed before the expiration of the Lease term in order for any Lessee to be eligible to receive a refund of his or her Security Deposit. The Park Manager shall, prior to the expiration of the Lease term, inspect each Lot and provide Lessee with a Lot Checklist that details all items that must be done to the Lot and mobile home.
- 5.03 Sale of Mobile Homes.
- a) In the event that any Lessee desires to place his or her mobile home for sale, they must first notify the Park office. In the event that a mobile home is sold without the prior notice to Lessor, the Lessee shall be in default of the Lease, and the Lessor shall be under no obligation whatsoever to allow the Purchaser of said mobile home to place said mobile home anywhere on the Leased Premises or on any other lot in the Park. Any purchaser of a mobile home currently existing in the Park must apply for a lot in accordance with Paragraph 1.01 of these Rules and Regulations. It is hereby agreed that should the Lessee decide to sell the mobile home located on the Leased Premises, that it is impossible to guarantee that the Lessor shall have the Lot available to the purchaser of the mobile home, or that there will be any lot available in the Park.
 - b) In the event the Lessee sells their mobile home and the buyer takes possession before the termination of the Lease term, the Lessee shall still be responsible to ensure that the terms of this Lease are fully fulfilled, including the completion of all items of the "Lot Checklist" and/or payment of the remainder of rent owed if the mobile home is being moved out of the Park.
 - c) It is hereby agreed and understood by the parties that in no event may a mobile home that was manufactured before 1980, or valued at less than \$5,000, be permitted to be sold to remain in the Park, and that any such mobile home can be required to be removed from the Park upon the expiration of the Lease term.

d) If a Lessee sells his or her mobile home prior to the expiration of the lease period, and it stays in the Park, the Security Deposit will be refunded after 30 business days, upon compliance with all Lot Checklist items, receipt of all new Security Deposits, and a signed Lease Agreement from the new owner. If a Lessee sells his or her mobile home prior to the expiration of the lease period, and it is to be removed from the Park, the Security Deposit will be refunded after 30 business days, upon compliance with all Lot Checklist items and receipt of the remainder of rent owed.

5.04 Moving. In order to facilitate the removal of mobile homes from the Park and protect the property of the Lessor, the Park, and of other residents, each Lessee must obtain permission from the Park Manager to move his or her mobile home prior to the date of moving any mobile home. No mobile home may be moved without the prior consent of the Park Manager. All mobile home movers must be licensed, bonded, and follow all state, city, and county laws. If the Lessee causes his or her mobile home to be moved from the Park, the Security Deposit will be refunded 30 business days following the end of the Lease term so long as Lessee has complied with all provisions of the Lease, including ensuring that all Lot Checklist items are completed.

VI. MANAGEMENT OF RIDGEWOOD VILLAGE

6.01 Amendment. The Lessor or the Park management from time to time may amend these Rules and Regulations as may become necessary.

6.02 Compliance. All Lessees, residents, guests, and invitees shall fully comply with all provisions of the Lease Agreement, including these Rules and Regulations. Lessees must keep themselves currently informed of the Rules and Regulations and any amendments made thereto. Each Lessee or resident is responsible for informing any guest and invitee of the Rules and Regulations of the Park. In the event that any Lessee or occupant violates any provision of these Rules and regulations, the Lessor may treat such violation as a Default under the Lease and take any and all actions allowed by the Lease or the laws of the State of Alabama in response to such violations.

6.03 No Waiver. The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of these Rules and Regulations or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of the rights to insist upon the enforcement of any such covenants, conditions or options and said rights shall be and remain in full force and effect.