

Pinnacle Management Group, Inc.
9615 E County Line Rd, Suite B-347
Centennial, CO 80112
(540)600-4141

Sunset 77 Mobile Home Park

COMMUNITY RULES & REGULATIONS

Welcome to our community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the Tenants and their guests and will establish conformity amongst all of our Tenants.

Incorporation into Lease Agreement:

These Rules and Regulations are incorporated into and form a material part of the Lot Lease Agreement (the "Agreement") between Tenant and Landlord. Violations of these Rules and Regulations will result in the termination of the Agreement and the eviction of the tenants.

Agreement Terms:

Monthly payment for the Lease Agreement is due by the **first (1st)** day of the month.

- a) The payment is considered late if it is received after the **fifth (5th)** day of the current month. A late charge will be added to the balance due after the **fifth (5th)** of the month.
- b) The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full.
- c) Payments shall be paid to **Pinnacle Management Group, Inc.** as outlined in one of two methods below:
 - a. **Online payment to Pinnacle Management Group, Inc via Tenant Web Access portal at <https://pmgi.twa.rentmanager.com/>** Contact management for setup instructions. This will allow you to make Credit Card or ACH/eCheck payments.
 - b. **Bank Deposit to Pinnacle Management Group, Inc. account in cashier's check, or money order.** Payments shall be made in person at the Augusta Branch of Community National Bank and Trust, located at 645 State St, Augusta, KS 67010.
 - 1) When making your payment, inform the CNB Bank teller:
 - You are making a rent payment to Pinnacle Management Group, Inc.
 - Put your First Name, Last Name, and Lot Number on the **memo line** of your certified funds.
 - Ensure you receive a deposit receipt – this is your proof of payment

General Rules:

1. **Lot Maintenance:** Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective lot. Tenants shall be responsible for keeping their lot in a clean and neat condition, including grass cutting, weed trimming, and general cleanup. The lot must be kept clean and free of debris, no trash or garbage will be left outside of the manufactured home unless in a container approved by management.
2. **Grass Cutting:** Grass areas shall be kept trimmed and edged. This includes the areas behind, beside, and under homes and against perimeter fences. Tenant responsibilities are from the road to the back lot-line and includes any ditches on your lot. Tenants shall cut & maintain their grass at least every **10 calendar days** during the growing season, and grass shall never exceed a height of 3 ½ inches (three and one-half inches). Tenants who do not maintain their lots will face disciplinary action including notice, fine, and/or management may cut the grass on the behalf of the tenant and bill-back the cost of the service ("forced mow"). The minimum charge for a "forced mow" is **\$50.00 (Fifty Dollars)**.
3. **Landscaping:** Management must approve any changes or alteration of the lot and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping. All plants, trees or other planted or otherwise permanent fixtures placed at a lot by a Tenant become property of the park in the event the Tenant moves.
4. **Digging:** Digging is prohibited due to the existence of high-voltage underground power cables.
5. **Acts of Nature:** The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.

6. Management Access: Management reserves the right to access each lot whether or not tenant occupied, to conduct inspections or to maintain utilities.

7. Utility Connections: Management is responsible for providing water and sewer connection points for each manufactured home. The tenant is responsible for all maintenance from the point of connection in the ground up to the manufactured home. All leaks must be repaired immediately and reported to management. In addition, Tenant is required to heat tape and insulate all exposed water lines, meter pits, and meters (if any). Should there be a break due to the heat tape not functioning then the Tenant is responsible for the cost of replacement.

8. Electric Connection: Electric boxes shall not be tampered with or modified for any reason, especially to circumvent metering by Evergy.

9. Trash: Trash will be brought to the street on the designated trash day, in a trash can. Trash cans shall be set out no earlier than 5PM on the day prior to the designated trash day, and shall be put away by the end of the designated trash day.

10. PETS: All pets must be approved by management and registered with management via "Pet Registration Form". Management approval may be revoked at any time with written notice.

- a) A maximum of 2 pets are allowed on the premises
- b) Pets may not exceed a weight of 35 pounds; this is due to insurance liability.
- c) Tenants are responsible for their pets at all times.
- d) At all times, Pets must be kept inside the home, within a properly secured fenced yard, or on a leash with an adult hand on the other end.
- e) Pets are not permitted to be tied up (i.e. tied to a dog stake/lead, tree, vehicle, or other object).
- f) Pets are not permitted to be unattended or run loose in the park, and/or create any nuisance. If your neighbor can hear your pet, they are too loud.
- g) If your pet defecates on the premises, it's your responsibility as its owner to pick it up daily and dispose of it properly
- h) **No vicious breeds are allowed on the premises at any time**, specifically to include but not limited to Rottweiler, Chow-Chow, Pit Bull, Bull Terrier, American Staffordshire Terrier, German Shepherd, Doberman Pinscher, Wolf, Wolf-Hybrids, etc., or any mixed breed including one of these breeds in its lineage, and/or dogs with a history of biting a human being. In addition, no wild or exotic animals, including but not limited to pythons, boa constrictors, wild cats of any kind, wild dogs of any kind including wolves or wolf hybrids, monkeys, or apes, or pigs. Failure to comply with this restriction shall subject the tenant to immediate expulsion from the premises and termination of the Agreement by the landlord.
- i) Tenant must comply with all state and local laws, including applicable pet licensure, registration, immunization, and insurance requirements (if any).

11. Structures & Additions: All structures and/or additions to either the manufactured home or the lot must be pre-approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly condition. If a building permit is required, it shall be the tenant's responsibility to obtain and satisfy the permit.

12. Swimming Pools: Only small kiddie wading pools under 2' deep are allowed as long as they are attended. When not in use, they must be emptied and stored. No other swimming pools are allowed due to liability and insurance reasons.

13. Trampolines: Trampolines (with the exception of 36" exercise trampolines) are not allowed in the community due to insurance liability.

14. Open Air Fires: There will be no open-air fires within community limits. No fire pits, fire chimneys, brush burning or leave burning are permitted at any time. Cooking with standard barbeque equipment is allowed.

15. Fireworks: Fireworks are prohibited in the community.

16. Heaters: Kerosene heaters are prohibited in the community.

17. Hunting: Hunting & Shooting is prohibited in the community. This includes mushroom hunting, deer, etc.

18. Alcohol: Alcoholic beverages shall only be consumed inside manufactured homes, by those of legal age.

19. Signs: No signs are permitted except with the permission of management. Tenants shall not place or permit any guests, visitor or Co-Tenant to place any placards, signs or other similar items in any window or in any other location or place where it can be viewed by other Tenants or by members of the general public. Exceptions may be made for political signs at the discretion of management.

20. Fencing: Fencing is only allowed with management approval. Kennels are only allowed with management approval.

21. Clotheslines: Clotheslines are not allowed in the park. Any existing clothesline poles in the community are not to be utilized.

22. Speed Limit: The speed limit shall not exceed what is safe and prudent for the conditions **(10 mph)**.

23. Vehicles: All vehicles must have current tags/registration and current state inspection (if required). Inoperative vehicles are not allowed at any time; only operative vehicles licensed for the highway are permitted within the community. The dismantling of any motor vehicles in the community is prohibited. Off-road vehicles shall not be driven within the community. Vehicles not in compliance with this provision are subject to forced-towing by the community at tenant expense; cost of towing will be billed-back to tenant. The community is not responsible for any towed vehicles.

24. Parking: No more than **two (2)** vehicles are permitted per lot. Vehicles shall be parked on the parking spaces assigned to the respective homesite and must never be parked in the grass. Other vehicle parking requires management approval. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other Tenants. Do not drive on the grass at any time.

25. Emergency Vehicle Access: To permit access of emergency vehicles when necessary, Tenants shall not park on the street or create any obstacles to the flow of traffic on the community road. Tenants shall park only in designated parking areas.

26. Boats / Trailers / Other Vehicles: Boats, unattached trailers, or commercial vehicles are not permitted on the streets or in or around tenant's lot, except with written approval from management.

27. Underpinning / Skirting: All manufactured homes require underpinning. Large patios, porches, and decks require underpinning. Underpinning shall always be up and in good working condition, so as to keep up the appearance of the community.

28. Appearance of Manufactured Home: Manufactured homes will be kept in a reasonable condition. Trash cans, ladders, toys, bikes, etc. shall be stored in your shed, or behind the home in a neat and orderly manner as to allow mowing and trimming to be completed. At no time will trash, rubbish, or any building materials be stored outside the home.

29. Storage: Storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your lot is prohibited. Porches, patios, and decks are not acceptable storage locations and shall always be kept neat and orderly.

30. Sheds & Storage Units: Storage units must be approved by management and shall remain the property of Tenant. Management is not responsible for any losses or damage to tenant's shed or stored items.

31. Activities of Tenants and Guests: Tenants are responsible for the activities of the occupants of their home and their guests while they are in the community. An adult must supervise young children at all times. People are not permitted to play in the street, parking areas, or neighbor's yards without permission. Items are not to be left in the common areas when not in use.

32. Children: Children under 18 years of age are not permitted to be out and unsupervised in the park after 10:00 pm.

33. Quiet Time: Due to the close proximity of all manufactured homes in the community, quiet time will be in effect from 10:00 pm to 6:00 AM. Any activity will be considered a breach of this rule.

34. Noise & Nuisance: Disturbing noise is not permitted in the park at any time. Management reserves the right to evict any owner/tenant if they are deemed to be a nuisance. Tenants will not engage in or permit any guest, visitor, or Co-Tenant to engage in conduct likely to annoy, harass, embarrass, inconvenience, or otherwise disturb or endanger other Tenants quiet enjoyment of the premises, including but not limited to:

- a) the playing of loud music, whether instrumental or by use of stereo or audio equipment.
- b) the use of profane, obscene, loud or boisterous language, behavior and/or conduct
- c) disturbance of Tenants' quiet enjoyment of the property

35. Repair & Maintenance: Tenants shall immediately notify management of any needed repairs or unsafe conditions of any kind in the common areas of the property. Management will coordinate appropriate repairs.

36. Destroyed Manufactured Homes: If a Tenant's manufactured home becomes un-inhabitable, the Tenant shall be responsible for repairs to the manufactured home; Lot rent is owed at all times while Tenant-owned manufactured homes are sitting in the community. Should a home become damaged to a point of complete loss, the owner of the home is responsible for paying lot rent until the home is removed from the community. Any costs incurred by the community to remove a tenant's destroyed manufactured home will be billed back to the owner of the home.

37. Change of Contact Information: All changes to mailing addresses or phone numbers shall be reported to management within 24 hours of the change.

38. Insurance: Insurance is required to be purchased by the owner of the manufactured home as the community does not cover homes.

39. Commercial Activities: Commercial activities by Tenants and/or their guest are not permitted within the park.

40. Laws: All federal, state, local laws, regulations and ordinances shall be obeyed by Tenants and guests of the park.

41. Citations: Any citations from federal, state, or local government must be remedied by Tenant immediately. In the event the Landlord is cited on behalf of a Tenant, all citation fees/charges and costs incurred to remedy the citation, should Tenant refuse to remedy, will be billed-back to Tenant at cost.

42. Violations: Violations of any of the above rules and regulations will result in the termination of the Agreement and the eviction of the tenants.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all Tenants. The Tenants will observe and comply with all such rules as the management may prescribe on written notice to Tenants. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein, shall not be construed as a waiver of these rules and regulations. The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each Tenant in the park. Any Tenant who violates these rules and regulations will have their Agreement cancelled and will be evicted from the park.

Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement, and Lease Agreement between the tenant and management. Tenant acknowledges receipt of a copy of these community guidelines for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant's Lease Agreement and will result in eviction from the park upon **three (3)** calendar days' notice of such violation, breach, or default given by management.

EXECUTED on the date herein above written.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Tenant: (I/We signify by my/our signature(s) that I/we have read this agreement, and hereby agree to comply with all that is contained herein.)

Landlord Signature

Date

Tenant Signature

Date

Tenant Signature

Date