

Melody Lakes Country Club  
Estates  
1045 N. West End Blvd.  
Quakertown, PA 18951

COMMUNITY  
COVENANTS

**MELODY LAKES COMMUNITY COVENANTS**  
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## **MELODY LAKES COMMUNITY COVENANTS**

The following Community Covenants governing Melody Lakes Country Club Estates Manufactured Home Community (hereinafter referred to as “Community”) have been prepared in accordance with the law to provide all Tenants (hereinafter referred to as “Residents”) with sensible, reasonable and responsible guidelines to follow while residing at the Community, so that proper order can be maintained, and so that the rights and privileges of Residents will not be left undefined. Community Management will, to the best of its ability, enforce these Covenants in a fair, non-discriminatory, consistent and uniform manner. When Residents agree to abide by these Covenants they contribute to the positive well-being of the Community and all its Residents.

Residents must respect policies, procedures, and guidelines that have been developed regarding Residency and the use of Community facilities.

Where required by law, “Community Management” refers to “Landlord”, “Residents” refers to “Tenants”, “residency” refers to “tenancy” and “Covenants” refers to “Rules and Regulations.”

Community Standards or other standards mentioned in these Covenants refer to written standards, which are available upon request from the Community office. These standards are subject to change. All approvals required under these Covenants must be in writing.

The Community Management reserves the right to terminate any Resident’s residency at the Community for any violation of the Community Covenants in accordance with local laws.

### **A. OCCUPANCY AND REGISTRATION.**

1. Prior to occupancy all prospective Residents must:
  - a. Provide information requested and execute all forms provided by Community Management.
  - b. Be approved for residency by Community Management in accordance with current occupancy policy.
  - c. Be named on the Lease Agreement.
  - d. Sign the Lease Agreement if 18 years of age or older.
  - e. Obtain approval of their pet(s) and list on the Lease Agreement.
  - f. Individuals failing to comply with these requirements shall be deemed trespassers and shall immediately be removed from the Community.

2. Home occupancy requirements are as follows:

- |                     |                          |
|---------------------|--------------------------|
| 1 bedroom home      | No more than 2 occupants |
| 2 bedroom home      | No more than 4 occupants |
| 3 bedroom or larger | No more than 6 occupants |

3. Any change in occupancy must be approved by Community Management, registered on the Lease Agreement and signed by all occupants 18 years of age or older.

#### **B. RENT COLLECTION.**

1. **Due Date:** Rent is due and payable on or before the first day of each month.

2. **Payment:** Community Management requires that all payments be by check or money order. Management reserves the right to refuse payment by out of state or third party checks. Residents whose checks have been returned unpaid for any reason may be required to tender payment by Money Order, Bank or Cashier's Check.

3. **Late Fee:** A late fee is due on rent payments received after the tenth (10<sup>th</sup>) of the month. This fee will be consistent with applicable law and is subject to change.

4. **Returned Check Fee:** A fee will be assessed for any returned checks. This fee will be consistent with applicable law and is subject to change. In a twelve-month period should a Resident have (2) checks returned i.e., non-sufficient funds, stop payment etc., Community Management may refuse to accept personal checks from said Resident, and require future payments by certified funds, bank check or money order.

#### **C. TERMINATION OF RESIDENCY.**

Any misrepresentation on the Resident's Application to lease a home site at the Community is grounds for termination of a Resident's tenancy at the Community Management's discretion. As approved by law, the Community has the right to terminate any Resident's tenancy at the Community for any violation of the Community Covenants, Community Standards, or Lease Agreement.

#### **D. HOME INSTALLATION.**

Homes entering the Community must be in compliance with Community Standards. Residents are responsible for the installation of their home in the Community. Homes must be installed in compliance with industry standards, manufacturer's specifications, all applicable laws, and Community Standards. The installation must be done by a professional home service company or properly licensed contractor. All contractors and workers must have worker's compensation and liability insurance.

1. **Hitches:** Hitches must be removed from all homes except as provided by law.
2. **Skirting:** Skirting must be approved in writing by Community Management and must comply with current Community Standards. Skirting must be installed prior to move-in.
3. **Steps:** Steps must be approved in writing by Community Management and must comply with current Community Standards. Steps may be incorporated into a raised deck design and must then conform to Deck Standards.
4. **Wood Decks:** Deck design must be approved in writing by Community Management and comply with the Community Wood Deck Standard.
5. **Storage Sheds:** If a Resident is required to or chooses to install a storage shed, he must obtain written permission from Community Management. The shed must be in compliance with the Community Shed Standards and may not exceed 100 square feet or 8 feet in height.
6. **Tie Downs:** Installation of tie downs to the home must comply with the manufacturer's design and certification and comply with all applicable laws. Tie down installation is the sole responsibility of the Resident. It is recommended that Residents have their tie downs inspected annually by a licensed contractor.
7. **Air Conditioners/Evaporative Coolers:** Must be in good repair and free of rust or loose covers and connections. Central air conditioning systems/evaporative coolers must be professionally installed. The exterior portion of central air conditioning systems shall be located on the side of the home least visible from the street. Window air conditioners must be installed according to manufacturer's instructions, must be self- supporting and may not be located on the side of the home facing the street. Unit to ground or wooden supports are not permitted. Gaps between the window air conditioner and the window frame must be filled and finished, and in accordance with Community Covenants regarding windows and window coverings. A maximum of two window air conditioners are permitted.
8. **Antennas:** Outside antennas, aerials, towers or satellite dishes will only be permitted on a Resident's home, in accordance with Community Standards and the Telecommunications Act of 1996.
9. **Home site Address:** Each home must have the address placed on the left front of the home, visible from the street, with reflective numerals between three and six inches high.

## **E. HOME AND HOMESITE MAINTENANCE AND IMPROVEMENT.**

**1. Home and Home Site Maintenance:** Each Resident shall keep his home site and home in a clean and neat condition free of clutter and free of any hazardous conditions. If a Resident causes any damage to the home site including, but not limited to, paving, landscaping or utility systems, he will be held financially responsible for repairs. No storage is permitted around or under homes or in screened rooms. All items must be stored inside the home or storage shed. All expenditures for the repair and maintenance of a home site will be the sole responsibility of the Resident. If the Resident does not maintain the home site, in accordance with these Covenants, Community Management may, at its option, make such repairs and invoice the Resident for these services. The amount will be determined by Community Management and is subject to change. Said invoices will be deemed as additional rent and will be due and payable in full when next month's rent is due.

**a. Landscaping:** Lawns, landscaping, and shrubs on each home site must be maintained by the Resident. Residents are to trim the lawn and shrubs in order to maintain a well-kept appearance.

Lawns are to be cut once a week during the growing season. Watering of lawns and gardens from a hose or sprinkler is not permitted. Covered rain barrels may be used to catch rain for the purpose of watering flowers and/or gardens.

**b. Yards:** Yards must be kept neat and free of litter, furniture, toys and all other clutter.

**c. Storage:** Bicycles, tricycles, wagons, scooters, or any other type of toys; wading pools, lawnmowers, power tools and any other mechanical devices must be stored in the home or storage shed when not in use. Swing sets, basketball hoops, trampolines, swimming pools and playhouses are not permitted.

**d. Trash Collection:** Containers should be placed at curbside only on the morning of trash pickup. Trash containers may not be stored on the side of the home facing the street. Trash must be kept in plastic bags and then placed in covered containers at all times. No large items, hazardous waste or items other than household waste are permitted to be left outside your home. Consult with Community Management regarding the proper disposal of recyclables, yard waste and large items.

You will be given 24 hours to remove large items after which Community Management has the right to dispose of and charge a fee that will be considered additional rent.

- e. **Clotheslines:** Only collapsible or umbrella type clotheslines are permitted in the Community and will be used at the rear of the home site. No hanging of clothes or any other materials outdoors, other than on clothesline, is permitted. Clotheslines must be collapsed immediately after use.
- f. **Firewood Storage:** Residents with fireplaces or wood burning stoves must keep firewood neatly stacked in an inconspicuous location.
- g. **Snow Removal:** Residents must remove snow and ice from all paved areas of their home sites including sidewalks. Salt shall not be used on any paved areas. Chemical ice solvents are permitted, provided they do not damage, deteriorate or discolor the concrete, paving or lawn.
- h. **Heat Tapes:** All water line heat tapes and heat rods must be plugged in prior to freezing weather and unplugged when weather permits. If there is any freeze damage resulting from neglecting this requirement, the repair will be at the expense of the Resident. Community Management reserves the right to discontinue water service to the home if it is determined that the homeowner has been negligent either in installing, maintaining or operating heat tapes and/or rods.
- i. **Exterior of Home Including Siding, Skirting, Roof, Decks, and Steps:** The exterior of the home must be maintained in good repair and in a safe and attractive condition. Home must be washed or painted if required by Community Management.
- j. **Windows:** Windows are not to be covered with foil, paper, cardboard, wood, metal or other nontransparent substance or material. Appropriate curtains or blinds will be the only window coverings permitted. Materials of a commercial nature designed to reduce or eliminate glare and harmful sunrays may be installed to the manufacturer's specifications on the interior of the home only. All window screens must be kept in good repair. Stacking of boxes, furniture or other items, against the interior windows, so as to appear unsightly, from the exterior of the home is prohibited.
- k. **Screened Porches:** Screened porches should contain customary home furnishings and not be utilized as a storage area.

## 2. Home and Home Site Improvement.

**Prior to making any exterior improvement to a Resident's home or home site, including, but not limited to painting, staining, decks, landscaping, additions, roofing, awnings and skirting, the Resident must obtain written approval from Community Management. Additional permits may be required by the municipality.**

Prior to improvement of landscape, with the exception of planting annuals, written permission is required to insure the safety of underground wiring, gas lines and water and sewer mains. Landscape improvements include adding pgs, posts, shrubs, trees, plants or anything on or below the surface of the ground.

The cost of improvements, repairs and/or additions to a Resident's home, home site or utilities is the Resident's sole responsibility. In no event will a Resident permit a lien to be placed on Resident's home site. If there were to be any such lien, Community Management will have the right, but not the obligation, to pay for and discharge same and thereafter collect such payment from the Resident, which will be deemed as additional rent.

- a. **Fencing:** Fencing is not permitted in the Community other than installed by Community Management.
- b. **Handicap Access:** Equipment required for handicap access is permitted at Resident's expense. Prior to installation of any handicap improvements or equipment, the Resident must obtain written permission from Community Management. Such improvements or equipment must comply with all appropriate standards, building codes and regulations (if applicable), and shall be built by a licensed contractor.

## F. UTILITIES.

- 1. **Utility Connections:** Residents are required to connect to gas, water, sewer and electric utilities, telephone, and cable, as applicable, on the home site. It is the Resident's responsibility to make his application to the utility companies, and to arrange for all connections by licensed contractors at the Resident's expense.
- 2. **Repairs to Utilities:** Residents are responsible for the repairs to utilities between their home and the following:
  - a. Circuit breaker at the electrical pedestal.
  - b. Gas shut off valve.
  - c. Water riser/shut off or water meter.
  - d. Sewer riser.
  - e. Telecommunications cable connection.
- 3. **Interruption of Service:** Community Management does not have any liability or responsibility to the Resident in the event that Community Management is delayed or prevented from providing any utility or other service which it has undertaken to provide due to causes beyond Community Management's



reasonable control. This shall include periods during which any service is interrupted by reason of the maintenance or repair of any equipment utilized in providing such service. In no event shall Community Management be deemed to be in default with respect to any of its obligations, unless Community Management has received written notice of any default and has failed to correct the problem within a reasonable amount of time.

4. **Tanks:** Outside gas, oil and fuel tanks, including LPG tanks shall be allowed in the Community. The location of the tank on the lot must be approved by management. Residents must keep their tanks maintained in good condition and repair, and free of rust at all times. Residents are financially responsible for environmental or other damage resulting from the use of their fuel tank. One gas barbeque with attached LPG tank, maximum 20 pounds is permitted on each home site.
5. **Damages and Costs:** Residents must not dispose of sanitary napkins, disposable diapers, or other items that may block sewage lines by flushing them down the toilet. These items must be wrapped, and placed in trash containers. Residents will be financially responsible for cleaning a blockage caused by a violation of this covenant.
6. **Utility Relocation:** If a utility must be relocated because of a home site improvement desired by the Resident, the expense of relocating the utility will be the responsibility of the Resident.

## G. CONDUCT.

All Residents, guests and visitors must respect the rights of others to enjoy the quiet and peaceful use of the Community. All Residents, guests, and visitors must act in an orderly fashion and not engage in disruptive behavior.

### **Prohibited Conduct:**

The following examples of prohibited conduct will not be tolerated and apply to all Residents, guests and visitors. Any Resident engaging in this or similar disruptive conduct will be expected to stop immediately or will be served with a Notice of Violation. Engaging in prohibited conduct may result in eviction, as permitted by law.

1. **Business Activities:** Peddling, soliciting or conducting any commercial enterprise or profession, by a Resident anywhere within the Community is not permitted. This includes, but is not limited to, day care or automotive repair.
2. **Damage and Destruction:** Willful damage or destruction of any Community property or any Resident's property within the Community is prohibited. The commission of such acts may cause the Resident's tenancy Agreement to be terminated. Residents are encouraged to fill out a written report on any such

incident witnessed by them.

- 3. Firearms and Fireworks:** There shall be no visible transporting of firearms or any other weapon, brandishing of a firearm or weapon, or any attempt to intimidate, threaten or harm anyone with a weapon by any Resident, or guest. The use of any type of weapons including firearms, BB guns, slingshots, knives, bows and arrows is prohibited. Residents are prohibited from lighting and using fireworks in the Community.
- 4. Gambling:** Gambling as defined by law is prohibited.
- 5. Alcoholic Beverages:** Any and all drinking of alcoholic beverages will be reserved for consumption within the confines of one's home. Public drunkenness, drunk driving or improper conduct stimulated by alcoholic consumption is prohibited.
- 6. Controlled Substances:** The selling, possession, manufacturing, intent to deliver, sell and/or use of controlled substances; the driving of vehicles under the influence of same; or, the conduct of oneself in a disruptive manner while under the influence of such substances, are prohibited.
- 7. Noise:** Excessive noise or loud parties that disturb the peace and quiet of other Residents will not be permitted. This includes noise made by voice, radios, stereo systems, televisions, and musical instruments or other noise making apparatus.
- 8. Health Codes:** Violation of applicable health codes or ordinances is prohibited.
- 9. Animals:** With the exception of two bird feeders, the feeding of wild animals within the Community is prohibited, and Residents are discouraged from doing anything to attract wild animals into the Community. Pet food dishes are not permitted to be left outside of the home.
- 10. Yard Sales:** No yard, patio, porch or other sales of one's personal property is permitted within the Community.
- 11. Home Safety:** Any condition, or material, that constitutes a fire hazard will not be permitted. Each home will contain all safety equipment required by law.
- 12. Electronic Devices:** Any electronic device that interferes with general radio, television or other common household electronic devices is not permitted.
- 13. Trespassing:** Residents and guests are prohibited from trespassing on occupied or vacant home sites.
- 14. Harassment:** Residents and guests are prohibited from harassing other Residents, their guests, and Community Management. If such behavior occurs, Community

Management may terminate the Resident's Lease Agreement.

**15. Curfew:** Management has the right to enforce any curfew imposed by the local municipality.

**16. Outside Fires:** Open fires except outside barbequing are not permitted at any time.

## **H. SUPERVISION OF CHILDREN.**

Children under six (6) years of age must be supervised by a parent, guardian or caregiver over fourteen (14) years of age, while in any common areas of the Community. While using golf, fishing or swimming pool facilities, any child under fourteen (14) years of age shall be accompanied by a parent, guardian or caregiver, who is a Resident and at least eighteen (18) years of age, who is responsible for the child's behavior.

## **I. PETS.**

Two pets are allowed per household. Pets must be licensed and properly vaccinated in accordance with local ordinance and be approved by Community Management and listed on the Lease Agreement. Pets must wear a tag bearing the owner's name, and wear any licensing tags. Pets must be on a leash at all times when outside, and may not be left unattended outside the home or in a screened-in porch.

- 1. Dog Breeds:** Breeds or mixed breeds commonly known to be of an aggressive nature, including but not limited to American Staffordshire Terrier (Pit Bulls), Chows, Rottweilers, Siberian Huskies, Shar Peis, German Shepherds and Doberman Pinschers are not permitted. Community Management reserves the right to determine the acceptability of any pet.
- 2. Noise:** Noisy or unruly pets or those that cause complaints will not be allowed to remain in the Community.
- 3. Common Areas:** Pets will not be allowed in common areas, the mail room, or neighbors' home sites.
- 4. Clean-up:** Pet owners are responsible for the removal of all pet excrement or litter from the home site or from any place in the Community where the pet may be exercised by its owner on a daily or periodic basis.
- 5. Liability:** Pet owners will be liable for all damages caused by their pet.
- 6. Exotic Pets:** No exotic pets, including but not limited to, snakes and wild animals, are allowed.

7. **Pet Enclosures:** No outdoor pet enclosures are permitted. i.e. dog houses, fencing, dog runs, etc.

## **J. COMMUNITY FACILITIES.**

Recreational facilities are for the exclusive use of Residents in good standing, and their guests, when accompanied by the Resident, on a "use at your own risk" basis. Community Management is not responsible for accidents or injury to any person. These facilities, which may include a Community center, golf course, swimming pool, common areas as well as other Community-owned facilities, are private property; their use is a privilege rather than a right. Any person who remains within the confines of the Community recreational facilities, after being requested by Community Management to leave, or who is not a Resident or guest of a Resident, will be considered trespassing.

1. **Posted Guidelines:** Guidelines posted at recreational and other common areas must be observed at all times and will be enforced strictly.
2. **Fees:** A deposit and/or fee may be required for the use of any recreational facility for parties or private use.
3. **Private Use of Facility:** Use of the Community facility for a private function will require the Resident executing a specific agreement for this purpose. Consult with the Community Management to make arrangements.
4. **Refusal:** Community Management reserves the right to refuse the use of any and all facilities to a person who violates the Community Covenants, Posted Guidelines, Policies, or Lease Agreement.
5. **Lost/Stolen Articles:** Community Management is not responsible for lost or stolen articles.
6. **Attire:** Appropriate attire, as determined by Community Management, will be worn at all times at the Community facilities.
7. **Alcohol:** The use of alcohol is not permitted in any Community facility at any time.

## **K. INSURANCE, DAMAGED AND DESTROYED HOMES.**

The Community is not responsible for the maintenance of insurance on your home including fire, casualty, and liability insurance. Each Resident must carry adequate "Fire and Extended Coverage" insurance on his home and must also maintain

reasonable general public liability insurance. Each Resident will be required to provide suitable evidence of such insurance to Community Management upon request.

If the exterior of a home is damaged, the home must be repaired within 30 days. In the event that a home is destroyed, it must be removed from the Community at the homeowner's expense within fourteen (14) days. However, if the home represents a hazard, then it must be removed from the Community at the homeowner's expense within three (3) days. Rent will be due and payable until the home is removed, and the home site is cleared of all debris.

#### **L. SECURITY.**

It is the Resident's sole responsibility, and not the Community's, to provide for his own security needs, including the need for fire or police. In the event of any emergency, local police or fire departments, or 911 should be contacted.

#### **M. SUBLETTING, GUESTS, AND HOME SALES.**

1. **Subletting:** No Resident may sublet his home or home site; take in boarders; or permit anyone other than persons or pet listed on the Lease Agreement to live on the premises.
2. **Guests:** Guests must register with Community Management if staying in Community more than 72 hours. Guests may visit Residents for not more than 30 days. Guests staying longer than 30 days will be considered a new resident. Residents over two (2) persons in a home who are 18 years of age or older are subject to an impact fee of \$75 per month.
3. **Home Sales /Qualification of Prospective Resident:** If a prospective Resident wants to purchase a manufactured home from a Community Resident and desires to leave the home in the Community, the buyer must first apply for residency and be accepted by Community Management prior to the consummation of the sale. Community Management reserves the right to refuse any prospective Resident if he does not meet the Community qualifications.
4. **Home Sales/Qualifications of Home:** Residents who intend to sell their home to remain in the Community must have the exterior of their home and home site inspected by Community Management to insure the home will meet current Community Home and Home Site Standards. If a prospective Resident desires to purchase a home within the Community, the home and home site must be in compliance with current Home and Home Site Standards.
5. **Replacement of Homes:** Prior to the replacement of any home with another, the Resident must complete a new rental application form and submit that application, along with any other required forms, to Community Management for approval,

which must be obtained in writing prior to moving another home onto a home site.

6. **Advertising a Home for Sale:** Each resident is permitted two (2) “For Sale Signs,” without lighting, per leased property. One may be displayed in any window and one may be displayed on the leased property. Lettering must be professionally or neatly done. The exterior sign should be placed within 4 feet of the perimeter of the home. Size: 24” high x 24” wide (max.) x 36” high (from ground to top of sign).

## **N. VACATING AND REMOVING A HOME FROM A HOMESITE.**

Residents removing a home and vacating a home site must leave the home site clean and free of debris within forty-eight hours. Residents will notify Community Management in writing no less than thirty days prior to the removal of their home. (The exception will be if the home is a “Destroyed Home” as per **Section K. Insurance, Damaged and Destroyed Homes** of these Covenants.) Failure to remove the home on or before the date specified in the notice shall require the Resident to provide a new notice upon the same terms and conditions as original.

## **O. VEHICLES.**

### **1. Registration:**

- a. Residents must register with Community Management any vehicle kept in the Community. Vehicle identification must be displayed, if provided. No more than 3 vehicles will be registered for any home site. All vehicles must be operable, licensed, inspected and insured.
- b. If the Community requires vehicle identification stickers you must comply with designated guidelines.

### **2. Parking:**

- a. **Designated Areas:** Motor vehicles must be parked in off-street areas provided or in designated areas within the Community. On-street parking is not permitted. Parking on lawns, patios or any area of the home site other than designated parking area is prohibited. It is the responsibility of the Resident to clear streets of parked cars whenever requested by Community Management.
- b. **Vehicle Size Requirements:** Parking is provided only for passenger vehicles in good operating condition currently licensed with no more than two axles. No vehicles with a load capacity excess of one ton will be parked within the Community, except when making normal deliveries.
- c. **Resident Home Parking:** A parking area for no more than 2 vehicles will be

provided for each home.

- d. Visitor Parking:** Visitors are defined as non-Residents remaining in the Community less than 24 hours. Visitors must park in areas designated by Community Management and may park no more than 24 hours.
- e. Guest Parking:** Guests are defined as non-Residents remaining in the Community for not more than 30 days. Guests must park in areas designated by Community Management.
- 3. Repairs and Maintenance:** The repairing of any motor vehicle within the Community, other than the changing of tires or road-aid service is prohibited. Auto washing will be permitted in parking area located at the home site.
- 4. Motorcycles, Mopeds and Motorized Scooters:** Motorcycles, mopeds and motorized scooters are permitted provided they are licensed for the street and used only for ingress and egress. Storage of these vehicles must either be in an approved shed or in the designated parking space.
- 5. Vehicle Covers:** Only commercially produced vehicle covers are permitted.
- 6. Traffic Control:** Residents must observe all traffic control signs and drive in a safe and responsible manner.
- 7. Other Motor Vehicles:** Off road vehicles, snowmobiles, all-terrain vehicles and all other unlicensed vehicles may not be operated in the Community. These vehicles must be on a trailer when moved into or out of the Community. These vehicles must be stored in an approved shed or in the RV Storage area (if any) at all times when stored in the Community.
- 8. Removal:** Unlicensed, uninsured, expired inspection, inoperable or illegally parked vehicles are subject to removal or disabling by Community Management, in accordance with local laws, at the Resident's expense.
- 9. Noise:** All vehicles must be properly muffled with engine and exhaust noise kept to a minimum. Engines will not be "raced", "gunned", or "revved" in a manner, that will disturb the peace and quiet of the Community.
- 10. Recreational Vehicles and Boats:** No person may sleep or live in any type of recreational vehicle within the Community. Recreational vehicles and boats may be parked in home site parking areas up to 24 hours with prior approval from Community Management. Otherwise, recreational vehicles will be parked only in the Recreational Vehicle Storage Area, unless the RV is the sole means of transportation. A monthly storage fee and key fee may be charged for use of the RV storage area. Storage is limited, and is at the Resident's risk. Should storage space be unavailable, or the residents chooses not to park in the area provided, the

RV must be stored outside of the community, and not in the resident's driveway.

- 11. Golf Carts, Bicycles, Skateboards, Scooters and Roller Blades:** These must be operated in accordance with all local safety requirements, in a non-disruptive manner and must not in any way cause destruction of Community property. Two (2) wheeled motorized scooters are not permitted.

**P. GRIEVANCE PROCEDURE.**

To facilitate the prompt and equitable resolution of any concern by a Resident, Community Management encourages the use of the following procedure:

All concerns should first be expressed to the Community Manager. In the unusual circumstance in which the Resident and the Community Manager cannot agree, the Resident should prepare a written statement outlining the nature of the concern, and all supporting facts. This statement should include the Resident's name, telephone number, and address should be mailed to the office, where it will be reviewed with a Supervisor.

**Q. OTHER.**

1. Community Management does not waive its option to evict a Resident for a violation of the Community Covenants when it holds a Resident financially responsible for a covenant violation.
2. In the event any Community Covenant, Community Standard, or Lease Agreement is in conflict with any existing law, the law will prevail, but all other portions of Covenants, Community Standards or Lease Agreements will remain in full force and effect.
3. These Community Covenants shall supersede any prior Covenants that may have been in effect and will govern the rights and responsibilities of Community Management and Residents from this day forward.
4. The Community Owner reserves the right to assign these Community Covenants, along with any Lease Agreement or other Agreements entered into with any Resident, to any successor owner of the Community, and they shall remain in full force and effect and binding upon the respective parties.
5. All the terms and conditions of the Lease Agreement are specifically incorporated herein by reference as Community Covenants governing the residency.
6. The rights of Community Management contained herein are cumulative, and the failure of Community Management to exercise any right shall not operate to forfeit any other right of Community Management. No waiver by Community Management of any of the Community Covenants shall be deemed to imply a



further waiver of that or any other Community Covenant.

7. Community Management has the right to modify these Covenants in accordance with applicable law.

**I (we) have received a copy of these Community Covenants and have been given the opportunity to read and review them. I (we) agree to comply with these Covenants.**

\_\_\_\_\_  
Resident

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

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