

THE VILLAGE AT SUMMIT CREST GUIDELINES FOR COMMUNITY LIVING

Welcome to our community! We hope that living here enhances your quality of life, and that of your neighbors. To achieve these goals, we have developed guidelines by which we all can live. Once again, welcome to our community.

A. OCCUPANTS.

1. The maximum number of permanent occupants in a home, including legal dependents, is four occupants, unless otherwise decreased by local ordinance.
2. All homes must be occupied by the homeowner or a family member of the homeowner, such as a parent, grandparent, or child of legal age (18+). One occupant must be 55 or older.
3. The community is intended for persons 55 years or older. However, this shall not prohibit the occupancy of a home by the spouse or cohabitant of a deceased resident who was 55 or older at the time of death or placed in a facility for the care of the elderly or the infirm on the advice of a medical doctor.
4. Only persons listed on a lessee's application may reside in the community. Additional adults desiring to reside in the home must apply for residency before beginning residency. Failure to do so may result in appropriate legal action to have the lessee and/or unapproved occupant removed from the community.
5. Temporary guests are permitted up to thirty (30) days. In the event of a family emergency, family members may stay for up to ninety (90) days with the written consent of community management. The number of persons staying in a home shall not exceed the safe and/or lawful limits for the home.

B. SUBLEASING AND SALE.

1. Lessees may not sublet their home, their lot, or any portion thereof.
2. Any lessee selling their home must notify community management in writing when the home is placed on the market. Please provide the name and address of the broker or listing agent.
3. Community management reserves the right to inspect any home when it has reasonable cause to believe it does not comply with standards of habitability set forth in these guidelines.
4. If the home is to remain in the community, the prospective buyer must complete an application for residency. Written approval of the buyer by community management is required before the sale of the home. Title to the home must be transferred to the new homeowner at the time of sale.
6. If the prospective buyer is approved but the home fails inspection, the existing lessee has thirty days after the initial inspection to correct any deficiencies, at the end of which time a second inspection will be conducted.

7. If a home is sold to a buyer or there is a change in ownership of the home without prior approval by community management, the sale or change in ownership is valid but the home will have to be removed from the community immediately.

C. REMOVING HOME FROM THE COMMUNITY.

1. Please notify community management as soon as possible when you plan to move. A minimum thirty days written notice is required.

2. All rent, fees, charges, or assessments owed must be paid prior to removing the home.

3. A removal permit from all applicable governmental authorities is required. Removal of homes is not permitted on Saturday, Sunday, or holidays.

4. Please use all reasonable care upon removing the home; the resident is responsible for any damage to common areas.

D. GENERAL RULES.

1. Residents assume all responsibilities associated with their personal property or person(s) in connection with occupancy.

2. To avoid damage to underground utilities no digging, planting of shrubbery, or installation of fences or posts is permitted without prior written consent of community management. Request must be in writing showing all details pertaining to said installation.

3. Avoid trespassing on other residents' site without their permission.

4. Loud parties, unruly or offensive behavior in the community is prohibited.

5. Laundry may be hung outside on a portable umbrella type clothes pole.

6. Use of firearms bows and arrows, BB guns, pellet guns, and air rifles is prohibited in the community.

7. Homes in the community are to be used solely for residential purposes. Operating a business from the home is prohibited. Yard, garage, or similar sales are permitted with prior written approval from community management.

8. Vendors are not permitted to solicit in the community except by permission of community management.

9. Management is not liable for any damage or injury to a resident or any other person, as a consequence of the failure, breakage, leakage or obstruction of the community's water, sanitary sewer, storm sewer, or electrical systems; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other resident or the resident's agent, guests, licensees, invitees, assignees, or successors; or attributable to any interference with, interruption of or failure, beyond the control of the community's owner or management, of

any services to be furnished or supplied by the owner. Residents are urged to obtain the necessary insurance against these contingencies.

10. Residents who intend to be temporarily absent from the home for more than thirty (30) days should give prior notice to community management and make appropriate arrangements for emergencies if their home is to be completely unoccupied.

11. A home destroyed or damaged beyond repair by reason of fire or other casualty must be removed from the community within fifteen (15) days of said casualty. Should insurance company personnel and/or adjusters require additional time to inspect the home (not to exceed seven (7) additional days), community management will give its consent. All moving expenses, repair costs for community property, and repair costs for other homes shall be the responsibility of the homeowner.

12. Any lessee or home occupant convicted for criminal activities in the community is subject to eviction.

13. Kerosene heaters are not permitted.

E. MAINTENANCE RESPONSIBILITIES.

1. Lessees are responsible to maintain their homes. Community management will notify the resident if repairs are necessary and give them ample opportunity to repair the items. If repairs are not made after a lessee has been notified, community management may take further action.

2. Residents may use hose and water to wash the exteriors of their homes as needed, except during any water curtailment period.

3. Individual water lines must be wrapped with electric heat tape, approved for use on plastic water lines from the home to the individual main shutoff valve. It is the lessee's responsibility to maintain the water line on the home side of the water hook-up. The community will maintain the water line on the supply side of the water hook-up. However, the lessee shall be responsible for any damage caused by the lessee or home occupants to the water line, including freezing of the supply water lines under the home. The lessee must also maintain the above ground portion of the sewer line that connects to the home. The sewer line must be watertight from the home outlet to the inlet in the ground. Lessee is liable for any damage caused by a lessee or the home's occupants to any portion of the sewer line, whether above or below ground.

4. Lessee is responsible for all other utilities from the place of hook-up to lessee's home.

5. Community management is responsible for snow removal in the streets. Removal of snow in all driveways, parking areas and walkways is the responsibility of the lessee.

F. LAWNS.

1. At all times, lawns must be mowed, trimmed, and clean, and leaves must be removed promptly. If this work is not done, management may, after prior notice to the homeowner, perform the work and bill the lessee. The bill will be considered additional rent.

2. At no time should firewood be stacked outside of the home or shed.
3. Anything planted on the home site, whether by management or the resident, shall be the property of the community but must be maintained by the lessee.
4. Gardens and beds must be kept free of weeds and dead plant growth.

G. PETS.

1. Two pets per household are permitted. No aggressive dogs will be tolerated. Aggressive behavior toward any people or other animals is a violation of the rules. No exterior pens or animal shelters are allowed. All pets must be registered with community management.
2. A pet must be walked on a leash and may not be allowed to run free. Residents must clean up after their pets and animal waste must be discarded in trash bags only. A \$50.00 fine, payable as additional rent, will be levied for the second and subsequent violations.

H. TRAFFIC AND VEHICLES.

1. The posted speed limit in the community is 5 MPH. Reckless driving is prohibited.
2. The maximum number of vehicles per home site shall be two (2).
3. Vehicles must be parked in the parking spaces provided at each home. Guests may park on the street (not to exceed 24 hours) but cannot obstruct others from having access to parking. At no time should any part of a car be on the lawn.
4. Immobilized, disabled, unregistered or un-inspected vehicles are prohibited. Vehicle on jacks or blocks, or performance of major repairs or draining engine fluids is prohibited.
5. Non-conventional vehicles, (e.g., ATVs, motorcycles, mini-bikes, dune buggies, snowmobiles, and go-karts) in the community are prohibited.
6. No person may operate a motor vehicle in the community without an operator's license.
7. Tractors trailers or commercial vehicles are prohibited, except when moving homes.
8. Bicycles will obey posted traffic signs and will be parked in storage sheds.
9. Parking and storage of boats, boat trailers, travel trailers, tent campers, pickup camper bodies, snowmobiles on trailers, and all other recreational vehicles is prohibited.

I. EXTERIOR IMPROVEMENTS.

1. Household trash must be placed in sealed plastic bags. All trash will be placed by the street no earlier than 6:00 p.m. on the evening before scheduled pick-up.
2. One 8' x 8' shed is allowed at each lot. No other sheds or out-buildings are permitted.

3. Concrete sidewalks will only be allowed with the written approval of community management in advance of any construction.
4. Each home must have its 911 street address in three (3) inch numbers on the outside, clearly visible from the road. No other signs, lettering or numerals of any kind are permitted on the home or home site without the written permission of community management.
5. To maintain the appearance of the community, no exterior changes to a home or site will be permitted without prior written consent of community management.
6. TV satellite dishes (18 inches in diameter) are permitted, solely with the written consent of community management as to its placement and screening, if required.
7. All exterior improvements to the home or site must be performed by insured contractors. Proof of insurance must be submitted with the application for any exterior improvement.

J. CHANGES IN REGULATIONS.

1. Community management may, in its sole discretion, modify, amend or add to these Rules and Regulations at any time. Lessees will be advised of changes in the regulations at least thirty (30) days in advance thereof.
2. Community management does not want to evict anyone from the community, but any violations of these regulations may lead to eviction proceedings initiated by management.
3. Your suggestions and comments are always welcome though we do ask that all complaints be made in writing.
4. We reserve the right to enter any site (not the home) at any time. Please help us to maintain a high standard of living, for this is our constant mission.
5. Community management shall determine any additional matters not specifically covered by the preceding Guidelines for Community Living.

For Lessor

For Lessee

Lease Date

For Lessee