MODEL COMMUNITY RULE PROVISIONS – KHK Properties, LLC



GENERAL SITE REGULATIONS

- 1. Site Up-Keep: Tenant is responsible for lawn care within the boundaries of the Site. Tenant is responsible for mowing and trimming of the grass on the Site a minimum of once per week during summer months. Weeds growing up the skirting of the home will not be permitted.
- 2. Snow Removal Process: When snowfall is 1" or more, vehicles must be moved to the H&H Apartment parking lot by 8:00am. After your road is cleared, vehicles must be moved back immediately. Tenants are responsible for clearing snow and salting their parking pads and walkways. Snow shoveling shall be completed in a timely manner which means within 24 hours following a snowfall. Salting roadways will be done as needed, at Landlord's discretion.
- 3. Outside storage of building materials, appliances, car parts, and other junk is not permitted. Outdoor patio furniture and barbeque equipment are permitted to be kept outside in an orderly fashion. Barbeque equipment cannot be left unattended while in use.
- 4. Trees and shrubs may damage community utilities or prevent free movement of homes in and out of the community. Therefore, trees and shrubs may only be planted with prior written consent of the Landlord. Tenant's Rental Agreement also prohibits Tenant from removing any plantings unless Tenant has entered into a specific separate written agreement with Landlord.
- 5. Satellite Dishes, Antennas, Solar Panels, Wind Turbines & Other Devices: No satellite dishes with a diameter greater than 1 meter, ground based solar panels, wind turbines, or other devices are permitted without written consent of Landlord. Any antenna must be placed by the Home so that the antenna runs up the side of the Home and must be securely attached to the Home without the use of guide wires. Antenna height is limited to 12 feet measured from the ground.
- 6. No fences or clotheslines are permitted. In the rare instance it is approved, written approval from management must be obtained prior to installing.
- 7. Before digging, driving rods or posts, check with the Landlord for the location of underground utilities. A call to Diggers Hotline is also required.
- 8. Each Home must display the lot number clearly on the exterior of the Home facing the street.
- 9. Construction of any accessory building, structure, deck or attachment to the Home must be in accordance with the state building code. If a permit is required, the Tenant shall obtain a permit after receiving written permission from the Landlord. A copy of the permit shall be provided to the Landlord. In no case will chipboard or blandex be permitted as an exterior siding material. Any accessory structure must match the Home's exterior color. A change of exterior color of the Home or accessory structure, deck or attachment will be approved only if the proposed color is in harmony with other existing Homes.
- 10. Spray paint guns and spray paint cans are not to be used within the park. Use of these items could cause damage to the property.
- 11. All rubbish must be put in fly-tight garbage cans or trash bags. Recyclables must be separated in accordance with local recycling regulations. Tenant agrees to regularly and properly dispose of garbage and recyclable materials.
- 12. Garbage and recyclable bins must be placed out of sight recommended to place behind stairs or in shed.
- 13. If Tenant wishes to dispose of any large items, it is the responsibility of Tenant to make special arrangements, in accordance with local ordinance and laws, to dispose of such items. Any charges incurred by Landlord as a result of Tenant's failure to comply with the above will be the responsibility of the Tenant.

- 14. Window air conditioners are permitted if installed with wall brackets. Bracing from the ground is not an approved installation method.
- 15. Tenant shall use only appropriate window coverings, such as drapes or blinds. Rugs, towels, blankets or sheets are not allowed.
- 16. It is recommended that each home be equipped with a Fire Extinguisher and every tenant be knowledgeable in its use.
- 17. For their safety, children are not permitted to play in park streets or the parking lot/porches of H&H Apartments. Children must be under adult supervision at all times.
- 18. Playground equipment and basketball hoops are not permitted on individual lots without written approval from management.
- 19. Tenants may use the H&H Apartment coin laundry located on the H&H Apartments property, labeled "Guest Services". Guidelines for laundry use are posted in the laundry room.

DAMAGE TO THE PROPERTY

- 1. If the property is damaged as a result of the intentional acts, negligence, carelessness, or misuse by Tenant, Tenant will be responsible for the repair costs incurred by Landlord.
- 2. Tenant must reimburse Landlord for any repair costs within fifteen (15) days of demand.

VEHICLES AND RECREATIONAL EQUIPMENT

- 1. Parking: Only TWO cars are allowed for each lot. Street parking is not assigned. No other vehicles or recreational equipment may be stored on a Tenant's lot without prior written consent of the Landlord. Vehicles cannot be parked on the grass.
- 2. The speed limit in the community is 10 mph. Pedestrians have the right-of-way in the park at all times.
- 3. Due to the safety of Bakery customers and H&H Apartment tenants, driving through the H&H Apartment parking lot is prohibited. You will need to enter/exit the park through the side street next to the railroad property. Failure to do so can result in eviction. Please inform your guests of this.
- 4. No unlicensed or non-operating vehicles are permitted.
- 5. No semi-trailers are permitted in the community.
- 6. Working on, repairing, overhauling and changing of oil is not permitted on the streets of the community, but is permitted on the paved portions of Sites in the community only if appropriate safeguards are employed to prevent oil, fuel or other pollutants from spilling onto the ground. Safety measures shall be taken to prevent accidental injury to others. No vehicle under repair can be unattended. No vehicle may be in the community while awaiting repairs if it is incapable of movement under its own power for more than 24 hours.

SIGNS

- 1. "For sale" signs are limited to one sign per Home which must be located in a window and not exceed 11 inches by 14 inches.
- 2. No other signs except political signs may be displayed. Political signs can be displayed 45 days before and up to 10 days after an election.

UTILITIES

- 1. Tenant is responsible for winterizing the Home and shall be responsible for any and all damages to the Landlord's equipment if freezing is caused by the Tenant's failure to properly winterize. Tenant shall not run water in the Home to prevent freezing.
- 2. Water to outside faucets must be shut off and faucets drained before the first frost to prevent freezing.
- 3. Foreign objects including but not limited to sanitary napkins, paper towels, and toys must not be flushed down toilets. The Tenant will be responsible for unplugging and repairing sewer pipes and drains caused by foreign objects.
- 4. Water meters are the property of **KHK Properties, LLC.** No one is allowed to tamper or alter any meter for any reason, including but not limited to diverting the flow of water or bypassing the meter. Tampering will be considered a breach of the rental agreement. The landlord or meter owner may reasonably estimate the usage for as long as the landlord or meter owner believes the meter was tampered with and charge the Tenant accordingly. The Tenant will also be responsible for all costs to return the water service to its original condition. Damage to the water meter due to tenant's pipes/equipment freezing will be at the cost of the tenant.
- 5. Water meters are read on or around the 15th of each month and tenants are back charged for their usage. This is a benefit the landlord chooses to use instead of setting an average water bill. Landlord reserves the right at any time to discontinue the use of water meters and instead sets an average park amount. The minimum water usage charge, metered or unmetered, will be \$20.00 per month. All tenants will pay a monthly administration fee of \$5.95 with the monthly water charge. Homes with defective or missing meters will pay an averaged rate. The average will be based off the last 6 months of accurate readings if available. If those readings are not available, a 3 month park average divided by total occupied homes will be used as the calculation.
- 6. Tenants should use extreme caution not to CLOG SEWER LINES with heavy matter since this causes serious problems. Under no circumstances should sanitary napkins, tampons, adult undergarments, clothing, towels, rags, coffee grounds, oatmeal, grease, and the like be discharged in the drains or toilets. Grease MUST be poured into a disposable container (i.e. can) and discarded with the trash. Greasy pots and pans should be wiped out with paper toweling and towel discarded in trash before dishes are rinsed in hot water. Unplugging of sewers between the mobile home and the main lateral sanitary sewer line is the tenant's responsibility and expense. Additional expenses will be billed to tenants if items clogging main sewer lines are traced to any one mobile home. Any clogged or disconnected sewers should be immediately reported to the management. Wastewater MUST NOT be discharged upon the ground. Each mobile home must have an ACCESS PANEL in the skirting near the water and sewer connections. Tenant should identify access panel and be aware of the location. Tenants are responsible for periodically checking their water and sewer connections for possible leaks and correcting them.

7. Procedures for water leak:

- a. Water inside home shut off water using your home's main water shut off, call a licensed plumber of your choice
- b. Water under home call a licensed plumber of your choice, contact management
- c. If you suspect an underground water leak or sewer problem in the park, contact management
- d. There will be a service charge for management to shut off water due to a leak that is the responsibility of the Tenant.
- 8. KHK Management will charge a \$100 per hour fee to thaw frozen pipes. Tenant's are advised to contact a plumber first.

HOME SET-UP

1. Installation of the Home shall be the responsibility of the Tenant. Home installation shall be done in accordance with State and Federal installation standards. Home installation shall be performed by a licensed professional

- home installer. Home must have a separate water shut-off valve installed for easy access. Any Home with an electric water heater must have a back-flow valve installed at the water heater connection point.
- 2. All utility hook-ups must be done in accordance with local and state regulations.
- 3. Before removing the Home from the community, Tenant must give at least 24 hour notice to the Landlord. Home movement must be done during business hours Monday thru Friday. Transporters shall present the transportation permit and insurance to the Landlord.
- 4. Hitches must be removed within 15 days of entering the park or whenever skirting is installed.
- 5. Axles, wheels and other transportation components necessary for moving the Home may not be sold, leased or removed from the Site without the Landlord's permission.
- 6. Steps must be constructed in accordance with state building codes and shall consist of materials resistant to the weather such as concrete or treated wood. Generally, all steps shall measure at least 3 ft. wide and a landing of at least 3 feet in the direction of travel shall be provided at the top of the stairs. The landing may not be more than 8 inches below the interior floor elevation. Stairs of more than 3 risers shall have at least one handrail. Handrails shall be provided on all open sides of stairs. (SPS 321.04)
- 7. Tenant's may have a cement parking pad poured by a professional company with written management approval. Size and location will be determined by Landlord. Landlord is not responsible for any costs associated with the parking pad.

PETS

- 1. Only house pets are allowed in the community. A house pet is defined as a cat, dog or bird.
- 2. Tenant may have no more than 2 pet(s).
- 3. Cats and dogs must be registered with the landlord.
- 4. Cats and dogs must have a license from the City of Tomah and be current on vaccinations.
- 5. Tenants have a responsibility to maintain control over their pet so that the peaceful enjoyment of the community by all can be maintained. All pets must at all times be under the control of the Tenant via a leash when outdoors and cannot be left unattended.
- 6. Permitting pets to stray, allowing a pet to soil other Tenant's lots, creating unreasonable noise, being unruly or causing complaints from other Tenants shall be cause for eviction.
- 7. Pet feces must be removed from lawn immediately.
- 8. Feeding of stray or wild animals is strictly prohibited. Small outdoor bird feeders filled with bird seed only will be permitted. Stray or wild animals within the park should be reported to management immediately.

CONDUCT

- 1. Negative police contact: The park must remain a quiet, safe environment at all times. Negative police contact at tenant's home can result in eviction.
- 2. Tenants are prohibited from lighting and using fireworks.
- 3. Tenants are prohibited from using weapons of any nature in the park. This includes but is not limited to guns, rifles, shotguns, air pellet guns, BB guns, knives and tasers.
- 4. No alcoholic beverages are permitted in any building owned by the Landlord. No alcoholic beverages are permitted on sidewalks or streets.
- 5. Tenants will be held responsible for the conduct of all household Tenants and guests. Be sure all Tenants and invited guests understand the community rules. The park is private property and Landlord reserves the right to ban guests from the property for negative behavior or violation of any park rules.

- 6. Your site is designed for residential use and not for the conduct of a retail business or any other enterprise prohibited by zoning or other ordinances pertaining to the community.
- 7. No outside fires are permitted except in a barbecue grill. No firepits or other woodburning fireplaces are permitted. After use of a barbecue grill, ashes and debris created by the grill must be disposed of properly.
- 8. No swimming pools or trampolines are permitted.
- 9. Should a tenant council exist, it will not have any jurisdiction over the owners or management. They will act in an advisory capacity only.

A \$100 administrative charge will be added for tenant's who sell their home before their current lease has ended. This charge will go towards administrative time to answer emails and phone calls regarding the home, process background checks and applications as well as the final water meter reading. \$100 charge will be deducted from tenant's security deposit along with the final water meter reading.

OFFICE HOURS / PROCEDURE FOR EMERGENCIES

of

Phone hours: Monday through Friday, 9:00AM to 5:30PM and closed from 12:30PM to 1:00PM for lunch.

Office hours: Mondays and Wednesday through Friday, 9:00AM to 5:30PM and closed from 12:30PM to 1:00PM for lunch.

In the case of an emergency, it is vital that every tenant has set up an Appfolio portal account. Appfolio portals

are used for paying rent, submitting work orders for maintenance and repairs, and for alerting management

emergencies by using the work order. Management uses Appfolio for mass communication to tenants. In the case of an emergency, it is vital that management be able to make immediate efforts to communicate with tenants. Communication through Appfolio will bring the notification directly to you through text message and or email. Tenants must keep up-to-date contact information per lease agreement.

A VIOLATION OF THE ABOVE RULES AND REGULATIONS SHALL CONSTITUTE A MATERIAL VIOLATION OF TENANT'S RENTAL AGREEMENT AND IS GOOD CAUSE FOR TERMINATION OF TENANCY AND EVICTION OF TENANT(S).

TENANT(s):		Date:
	Tenant Signature(s)	
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Landlord or Authorized Agent:		Date:
	Landlard or Authorized Agent Signature(s)	