

## PARK LEASE AGREEMENT

Under this Agreement, made in duplicate this the \_\_\_\_\_ by and between "KINGS HIGHWAY MOBILE HOME PARK", (hereinafter referred to as "the Owner" and, jointly and individually, \_\_\_\_\_ (hereinafter referred to as "you", "the Resident", or the "Lessee"), the parties agree to the following terms and conditions:

### WITNESSTH

(1) **PREMISES:** The Owner agrees to rent to you Lot # \_\_ (hereinafter referred to as the "Premises") located at KINGS HIGHWAY MOBILE HOME PARK, a land lease manufactured home community at 59 Kings Highway, Ledyard, CT 06339. The Premises is approximately 25 feet by 80 feet and contains approximately 2,000 square feet ("home site"). It is understood by the parties that the Lessee has inspected the premises before entering into the agreement and that the Lessee has found everything in order. The Premises shall be used for a manufactured home residence and for no business or other purpose. It is agreed that there are only 4 people who will be residing upon the Premises, (list all Tenants), \_\_\_\_\_ and that assignment of this lease, renting out, or subletting of the Premises is not permitted. The mobile home includes a shed located within or adjacent to the home site, as shown on the approved site plan, which will be owned and maintained by the ~~homeowner~~ Owner. Certain of the Premises located within the Kings Highway Mobile Home Park are designated as affordable homes and are governed by Affordability Plan on file at Volume \_\_, Page \_\_, of the Ledyard Land Records, and for those Premises, attached hereto. The Owner of the designated affordable homes shall comply with all provisions of the Affordability Plan including, but not limited to, restricting the sale of any home to the sales price required by the Affordability Plan, and restricting the occupancy of the affordable home to families whose income is in accordance with the Affordability Plan.

(2) **TERM:** The term of this Lease begins on the \_\_\_ day of \_\_\_\_\_, and ending at noon on the last day of \_\_\_\_\_ with the right to renew through \_\_\_\_\_ under the then prevailing park rent structure if in compliance with this Lease.

(3) **RENT, RENT PAYMENT & SECURITY DEPOSIT:** The total rent for the Premises is \$\_\_\_\_. You will pay the total rent in monthly installments of \$\_\_\_\_ on or before the first day (Due Date) of each month. The first rent payment is due on the first day of \_\_\_\_\_. Additional rent is due with the rent payment in the amount of \$\_\_\_\_ per month for \_\_pet(s) owned by Resident. The postmarked date shall determine the date of rent payment. The rent is to be paid only by check or money order payable to "DONCO LLC" and mailed to PO Box 582, Gales Ferry, CT 06335. Each rent payment shall contain your site address. Rent not paid by the first shall be considered delinquent. Each payment shall be applied first to any late fees, returned check fees, and back due rent, with the balance then applied to the current rent due. Your cancelled check shall constitute written receipt for each rent payment. The Owner's costs in making replacements and repairs required due to your negligence, recklessness, illegal activities, or violations of the terms of this agreement shall be payable by you as additional rent under this Agreement including labor costs at the rate of \$75.00 per hour and materials. You have given us a security deposit of \$0.00. We may keep all or part of your deposit if you do not pay your rent or accrue damages under the terms of this Lease or KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements and Standards, attached hereto as Addendum A and made a part hereof.

(4) **LATE PAYMENT & RETURNED CHECK FEES:** (a) A late payment fee of five percent (5%) \$\_\_ shall be added for rent not paid within nine (9) days of the Due Date. (b) A fee of \$50.00 will be assessed for any check returned unpaid. (c) The Owner is under no obligation to redeposit or return any unpaid check. (d) Any rent, late fee, or returned check fee not paid in full by the 11th day of each month constitutes a cause for eviction proceedings.

(5) **OPTION TO RENEW LEASE:** The Resident shall have an option to renew this Lease for an additional one (1) year under similar terms and conditions as are included herein, with the exception of the rent. The Resident shall give the Owner written notice of the Residents intention to renew this Lease at least sixty (60) days prior to the expiration of this Lease. It is agreed that the Resident, if he holds over and/or continues to occupy the Premises on a month-to-month basis without the benefit of a signed Lease Agreement, will have the same benefits and the same obligations as he would have had if he executed the tendered lease.

(6) **CONTACTS:** The Phone Number of the Manager is 806-608-7181. The address for communications for the Manager is PO Box 582, Gales Ferry, CT 06335. The Resident's address and phone number \_\_\_\_\_.

(7) **RESIDENT'S EMERGENCY CONTACT:** Name/Address/Phone Number/Relationship: \_\_\_\_\_

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(8) **RULES AND REGULATIONS:** Resident acknowledges receipt of a complete copy and further acknowledges that he/she has read and will comply with the "KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards," which are incorporated by reference as part of this Lease Agreement.

(9) **RESIDENT'S OBLIGATIONS:** At all times during the tenancy the Resident shall: (a) Comply with all obligations primarily imposed upon residents by applicable provisions of any building, housing or fire code materially affecting health and safety; (b) Keep the unit (home) and his/her home site in a clean and sanitary condition, free of garbage and rubbish, and mow grass, prune shrubs and trees, shovel walkways, and otherwise maintain the home site on the Premises; (c) Keep the supplied basic facilities including any plumbing fixture, cooking and refrigeration equipment and electrical fixtures in a clean and sanitary condition and exercise reasonable care in their proper use and operation; (d) Dispose of any rubbish, garbage and other waste material in a clean and sanitary manner; (e) Not willfully or negligently destroy, deface, damage, impair or remove any part of the Premises or permit any other person to do so; (f) Observe all reasonable rules ("KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements and Standards") concerning the use, occupation and maintenance of the Premises; (g) Occupy the dwelling unit (home) only as a dwelling unit; (h) Conduct himself and require other persons on the Premises with his/her consent to conduct themselves in a manner that will not disturb his neighbor's peaceful enjoyment of the premises or constitute a nuisance or serious nuisance; (i) If Judgment has entered against a member of the resident's household for serious nuisance by using the Premises for the illegal sale of drugs, not permit such person to resume occupancy of the dwelling unit (home); (j) He/she, his/her family, guests, visitors, and pets shall not cause or permit any waste or injury to said Premises or home and shall keep said Premises free from any and all objectionable noises, odors, rubbish and debris, and abandoned/unused, or unlicensed vehicles; (k) Agree that the Owner and Manager shall not be responsible for the non-observance or violation of any such rules and regulations by any other resident or tenant including family, guests, visitors, and pets of other residents and tenants; (l) Forever hold and keep Owner and Manager harmless and indemnified on account of any loss, cost, damage or liability resulting from the violation of same by Resident, family, guests, visitors, or pets of Resident, of any such statute, ordinance, regulation, order or decree, or based or in any way arising out of the use and occupancy of said Premises; (m) Not store any items or property, nor do or permit to be done, any act or thing on said Premises which may make void or voidable, or increase the rate of premium of any insurance on said Premises or of DONCO LLC, or any insurance of other KINGS HIGHWAY MOBILE HOME PARK residents against liability, fire or other casualty; (n) At the expiration or other termination of this agreement, remove from said Premises all of the Residents personal goods and effects and peacefully and quietly surrender to Owner possession of the Premises; (o) At the Resident's expense, make all repairs to the Premises and the existing facilities thereon, including without limitation, piping, electrical installation, lighting fixtures, plumbing fixtures and parking area necessitated by the negligence of the Resident; (p) Not burn any trash or garbage of any kind in or about the home, or on the Premises; (q) Not discharge or permit the discharge of any firearms on or about the Premises; (r) If any of the Owner's employees or agents are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, home repairs, or any other service not contemplated in this agreement, such employee or agent shall be deemed to be the agent of the requesting Resident regardless of whether payment is arranged for such service; (s) Agree to hold Owner and Manager harmless from all liability in connection with such services; (t) Promptly notify the Manager by phone of any special, hazardous, unusual snow accumulation, road condition, icing, sanding, and/or snow removal problems regarding the common area access roadways leading to the Premises; (u) Provide and to be fully responsible for the proper ice and snow removal from the driveway, parking areas, walkways, and steps that are on or part of the Premises; (v) Install and test weekly a smoke detector, CO detector, and LPG detector; (w) Immediately notify the Manager of any defects, burned out street lights, low water pressure, slow drains, low voltage, and any safety hazards; and (x) Release and agrees to indemnify the Owner and Manager from any liability or claim and from all damages, costs, and expenses arising out of or alleged to have arisen out of, directly or indirectly, the use of the Premises by Resident, family, guests, visitors, and pets of Resident and other occupants of the manufactured home, and by any other persons present on the Premises with the express or implied consent of the Resident, and also from any claim by or liability to the Resident, or to other persons present on the Premises with the express or implied consent of any other resident.

(10) **OWNER'S OBLIGATIONS:** At all times during the tenancy the Owner shall: (a) Comply with the requirements of the state building code, the fire safety code, and all applicable state laws and regulations, local ordinances and planning and zoning regulations materially affecting health and safety; (b) re-grade Premises when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water; (c) Maintain the ground at such a level that the home will not tilt from its original position; (d) Upon request, keep each home site marked in such a way that each resident will be certain of his area of responsibility (home site); (e) Keep any exterior area of KINGS HIGHWAY MOBILE HOME PARK not the responsibility (home site) of each resident free from any species of weed or plant growth which are noxious or detrimental to the health of the residents; (f) Make all repairs and do whatever is necessary to put and keep the portion of KINGS HIGHWAY MOBILE HOME PARK that is not the responsibility (home site) of each resident in a fit and habitable condition, except where such premises are intentionally rendered unfit or uninhabitable by the resident, a member of his family or other person on the Premises with his consent, in which case such duty shall be the responsibility of the resident; (g) Keep all common areas not the responsibility of the each resident (home site) of KINGS HIGHWAY MOBILE HOME PARK in a clean and safe condition, including the mowing of grass, plowing of snow, maintenance of common walkways, driveways, and recreational areas; (h) Be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the residents whenever infestation exists in KINGS HIGHWAY MOBILE HOME PARK not the responsibility of the resident or in the area for which the resident is responsible including the home if such infestation is not the fault of the resident and particularly if such infestation existed prior to the occupancy of the resident claiming relief; (i) Maintain homes rented by the Owner in a condition which is structurally sound and capable of withstanding adverse effects of weather conditions; (j) Maintain all electrical, plumbing, or other utilities provided by the Owner in good working condition except during any emergency after which any repair shall be completed within seventy-two hours unless good cause is shown as to why such repair has not been completed; (k) Maintain all water and sewage lines and connections in good working order, and in the event of any emergency, make necessary arrangement for the provision of such service on a temporary basis; (l) Arrange for the removal from waste receptacles of ashes, garbage, rubbish and other waste incidental to the occupancy of the home; (m) Maintain the common access road in good condition, provide adequate space for parking of one car on each lot, and be responsible for damage to any vehicle which is the direct result of any unrepaired or poorly maintained access road within KINGS HIGHWAY MOBILE HOME PARK; (n) Respect the privacy of the resident and if only the home site is rented, agree to enter the home only with the permission of the resident; (o) Allow all residents freedom of choice in the purchase of all services; and (p) Allow a resident to terminate a rental agreement whenever a change in the location of such resident's employment requires a change in the location of his residence; (p) maintain all sheds, septic systems, common water lines, and stormwater management structures and systems--

(11) **SPECIAL GUEST RULES:** It is also agreed that your guests will not engage in (a) any illegal activities or in (b) any activities that disturb the quiet enjoyment of the other residents. You agree that the Manager, and not the resident, is the sole judge of what constitutes a violation and that the Manager has the right to decide which guests are allowed on KINGS HIGHWAY MOBILE HOME PARK property. It is also agreed that anyone who is in violation of any of these special guest rules will be given one warning to get off the Owner's property and will then be subject to arrest for trespassing on private property.

(12) **GROUNDS FOR EVICTION:** This Agreement may be terminated for one or more of the following reasons: (a) Nonpayment of rent, utility charges or reasonable incidental service charges or other assessed fees and charges set forth herein, provided that no action for possession shall be maintained if prior to the expiration of a notice to quit the Lessee shall pay or tender all arrearage due, including a late charge of five (5%) of the monthly rent due after a nine (9) day grace period for such rental payment has elapsed; (b) Material noncompliance by the resident with any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of KINGS HIGHWAY MOBILE HOME PARK; (c) Material noncompliance by the resident/lessee with this Lease Agreement or with KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards; (d) Failure by the Resident/Lessee to agree to a proposed rent increase; (e) A change in the use of the land on which such manufactured home is located with 365 days' notice to all affected Residents; (f) The Lessee has caused damages to the Premises, excluding reasonable wear and tear, or the Lessee's repeated conduct has disturbed the peace and quiet of other residents in KINGS HIGHWAY MOBILE HOME PARK; *and/or* (g) Serious Nuisance caused by or permitted by the Lessee. Serious Nuisance means (A) inflicting bodily harm upon another resident or the Manager or threatening to inflict such harm with the present ability to effect the harm and under circumstances which would lead a reasonable person to believe that such threat will be carried out; (B) substantial and willful destruction of part of the premises; (C) conduct which presents an immediate and serious danger to the safety of other residents or the Manager, (D) using the premises for prostitution

or the illegal sale or illegal use of drugs, or (E) the Resident/Lessee lied on the application.

(13) **NO WAIVER:** The failure of the Manager to seek redress for violation of, or to insist upon the strict performance, any covenant, term or condition of this Lease or any of the rules and regulations established by the Manager under the provisions of this Lease, shall not prevent the Manager from subsequently seeking such redress, or insisting upon the strict performance of any covenant, term or condition of this Lease or of any of the rules and regulations established by the Manager under the provisions of this Lease.

(14) **SALE OF HOME:** The Resident agrees to comply, in sequential step by step order, with the procedures in "Home Sales Procedures" attached hereto as Addendum B and made a part hereof, should he/she elect to sell his/her home where the intent is for the home to remain upon the Premises subsequent to the sale.

(15) **ELIGIBILITY FOR HOME TO REMAIN ON THE PREMISES:** The Manager may refuse to (a) sell a home, (b) allow a home to remain in KINGS HIGHWAY MOBILE HOME PARK, or (c) approve entry to KINGS HIGHWAY MOBILE HOME PARK for good cause. For purposes of this section, good cause means a reasonable cause for the Manager to believe that either (i) The proposed Resident (prospective resident) will not meet the "Entry Requirements" specified in the KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards" and such requirements are equally applied by the Manager to all purchasers and prospective Residents; and/or (ii) the condition of the home being sold does not meet the "Standards" specified in the "KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards."

(16) **PROPERTY LOSS OR DAMAGE:** The home, all merchandise, furniture and property of any kind, nature and description belonging to the Resident, or any person claiming by, through or under Resident, which may be in, on or about said Premises during the continuation of this Lease or any extension or renewal thereof, is to be at the sale risk and hazard of Resident; and if the whole or any part thereof shall be destroyed or damaged by fire, wind, water, steam, smoke, falling trees or branches, or the leakage or bursting of water pipes, vandalism, or acts of God, or in any other way or manner, no part of said loss or damage is to be charged to or to be borne by the Owner or the Manager in any case. If the home is substantially damaged by fire or other causes, Resident will remove salvage or allow Owner to do so immediately, at Resident's expense.

(17) **SECURITY:** It is agreed that it is the Resident's responsibility, and not the Owner or the Manager's, to (a) provide for the safety and security of the Resident; and (b) to take care of the Resident's needs when in need of police or fire protection. In an emergency, the Resident agrees to first call the police (911) or fire department (911), and then notify the Manager.

(18) **ILLEGAL DRUG SALES AND SERIOUS NUISANCE:** If Judgment has entered against a member of the Resident's household for the illegal sale of drugs or prostitution the Resident will not permit such person to resume occupancy of the Premises except with written permission of the Manager.

(19) **UTILITIES:** (a) Resident shall pay for all electricity, gas, oil or other utilities consumed on the Premises; (b) Resident shall maintain and be responsible for all above ground water and sewer lines on the leased Premises; (c) The Owner shall maintain all electrical, plumbing, water, sewer or other utilities provided by him in good working condition provided that the Manager shall not be liable to the Resident or any other person on the Premises for any reasonable inconvenience, loss, expense or damage, direct, indirect or consequential, resulting from any interruption or delay in any of the above services for any reason; (d) The Owner shall provide water and sewer; (f) Trash can and recycling can is provided by the Town and the Resident agrees to comply with the garbage separation and recycling procedures provided by the Town and/or Manager.

(20) **INSURANCE & LIABILITY & PROPERTY TAXES:** (a) The Resident shall have a policy of "Fire and Extended Coverage" insurance and general public liability insurance on his/her home and Premises. The policy will include "fuel oil spill hazard insurance" if the Resident has a fuel oil or kerosene fueled heating system. (b) The Resident is responsible for the cleanup, contaminated soil removal, fees, fines, penalties, permits, restoration, laboratory testing, certification and recertification, government inspections, and all costs and efforts associated with any kerosene or fuel oil spill or leakage on the leased Premises. (c) The Resident agrees to provide evidence of insurance to the Manager upon request. (d) The Resident is responsible for assuring that any worker or contractor or fuel oil delivery vehicle requested to come upon the Premises has both workers compensation and liability insurance. (e) The Resident agrees to assume sole responsibility for the condition of the Premises and to release the Owner and the Manager from liability for any unknown defects on or about the Premises. (f) It is agreed that the

Licensee, who is the Manager of "KINGS HIGHWAY MOBILE HOME PARK", and that the holders of any beneficial interest in the LLC, shall not have any personal liability under the terms of this Agreement, and that the liability of the Owner and the Manager shall be limited as provided law. (g) All local property taxes on mobile home must be paid in full each year. Delinquent tax status is subject to eviction of mobile home from KINGS HIGHWAY MOBILE HOME PARK.

(21) **OWNERS RIGHT TO PAY MONEY TO EFFECT PERFORMANCE:** If Resident, at any time or from time to time, shall fail to perform any of the covenants, terms and conditions in this Lease contained to be performed on the part of the Resident, the Manager may, after reasonable notice to Resident ("Fourteen (14) Day Notice Of Intent To Charge For Space Maintenance") , without action on Residents part, perform the same on the account of Resident, and in any such event, any monies paid by the Owner for such purpose shall be deemed to be an additional rent charge due hereunder and shall be payable as additional rent within 7 days to the Owner upon rendition of an invoice therefore. In an emergency, the Manager, or his Agent, expressly retains the option to perform the necessary repairs by the appropriate licensed contractor, and the Resident shall pay the amount due within 7 days of receipt of invoice.

(22) **PETS:** The Resident has \_cats/ dogs weighing a total of about \_pounds and agrees to fully comply with the "Pet" provisions of the KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards".

(23) **OIL TANKS, OIL LINES, & OIL LEAKAGE:** If the Resident uses fuel oil or kerosene, the Resident agrees that (a) Each exterior fuel oil tank and oil lines may be inspected by the Manager or his agent during any "4-sided inspection" and by any licensed oil delivery or heating system service company; (b) If there is any leakage, oil odors, or dangerous deterioration of the oil storage tank or fuel lines, the repairs, tank replacement, and the cleanup will be performed immediately, with all costs paid for by the Resident; (c) The Manager and/or his Agent reserve the right to have the necessary site cleanup and repairs performed, and/or the fuel tank removed, with all costs billed to the resident as additional rent.; and (d) The resident is solely responsible for any damage caused by oil contamination, for any reason, that occurs on his site.

(24) **RESIDENT'S OBLIGATIONS FOR EXTERIOR MAINTENANCE & REPAIRS:** (a) The Resident shall keep his home in compliance with the "Standards" specified in KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards and (b) The Resident shall keep his home and all fixtures, piping equipment and apparatus, including the setting of glass and windows, the roof and protective exterior coating or siding, and the skirting and anchoring system in good order and repair.

(25) **GUEST PARKING:** Guests shall not park in the common access roadway, but shall park in the Resident's parking area on the Premises.

(26) **VEHICLES:** The Resident agrees that all vehicles of the Resident shall be safe and operable, with no flat tires, broken or cracked windows, missing lights, missing or rust perforated surfaces, and shall have valid, current license plates, safety inspection & air pollution stickers, and current insurance.

(27) **MISCELLANEOUS:** (a) Resident will not build improvements or additions on the Premises or put a different home on the Premises unless the Manager first agrees in writing; (b) Resident agrees to not allow the land or improvements to become subject to any mechanics', laborers', or materialmen's' liens; (c) The Owner and the Manager shall not be responsible for any damage caused by Residents noncompliance with this KINGS HIGHWAY MOBILE HOME PARK Lease Agreement" and/ or the "KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards"; (d) All back due rent, property taxes, sales taxes, returned check fees, other fees, and late fees, if any, constitute a lien on your home and must be paid in full before your home can be sold to a prospective new resident of KINGS HIGHWAY MOBILE HOME PARK, or before your home can be removed from the Premises; (e) The Lessee will obtain a signed, approved, and stamped "Removal Permit" from the Ledyard Town Hall and provide a copy to the Manager prior to removing his home from the Premises; (f) Upon vacating, Resident will return the Premises (site) to the Manager in a clean and environmentally sound condition; (g) The Manager shall have the right to store any property left on or about the site after the Resident vacates the Premises. If the stored property is not claimed within 30 days and reasonable storage fees are not paid, then the title to such property shall vest in the Owner and the Manager may dispose of the property to pay any outstanding fees, including by not limited to storage, administrative, accounts receivable and/or legal fees; and (h) This Lease shall supersede any prior written or oral Agreement between the parties.

Resident(s): \_\_\_\_\_ Date: \_\_\_\_\_

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

**Addendum A –KINGS HIGHWAY MOBILE HOME PARK RULES AND REGULATIONS, ENTRY REQUIREMENTS, AND STANDARDS (MARCH 2023)**

1. **INTRODUCTION AND PURPOSE:** KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards establish fair and uniform policies to help provide for the safety of all residents, to help maintain the community as a wholesome, clean, and enjoyable place to live, to help maintain and enhance the overall value of the community and the homes in the community, and to define the privileges and responsibilities that come with being a KINGS HIGHWAY MOBILE HOME PARK resident.
2. **APPLICABILITY:** Residency at KINGS HIGHWAY MOBILE HOME PARK is subject to compliance with the lawful terms and conditions of KINGS HIGHWAY MOBILE HOME PARK Standard Lease and these Rules and Regulations, Entry Requirements, and Standards.
3. **LEASES:** These Rules and Regulations, Entry Requirements, and Standards are by reference part of KINGS HIGHWAY PARK Standard Lease. A new lease is offered to each resident upon the anniversary of his initial occupancy or current term, and for all new residents.
4. **HOME SALES PROCEDURES:** Reference Addendum A titled KINGS HIGHWAY MOBILE HOME PARK On-Site Home Sales Procedures”

**5. STANDARDS:**

(a) It is required that the home has:

- i. protective exterior coating or siding has no rust, peeling paint, faded paint, open seams, loose or missing panels, cracked or torn siding
- ii. roof has no leakage, split, cracked, sagging, or rotting support structure
- iii. windows and doors do not have cracked or missing glass and have full screens, operating window mechanisms, properly fitting doors
- iv. a home anchoring system
- v. skirting, is enclosed and properly maintained with a skirting material that is attractive and in good condition -replacement skirting must be vinyl
- vi. steps and handrails at both exits, must be painted, non-slippery, sturdy, and with handrails at least on one side, stairs must be made from pre-cast concrete or pressure treated wood
- vii. exterior lighting must be over steps
- viii. heating, plumbing, fuel lines & piping, hot water system, flues, heat exchangers, heat tape, and electrical systems
- ix. fuel tanks do not have leakage, fuel odor, or rust; tank must be nicely painted and on solid safe footings
- x. flooring and decking do not have soft or rotting floor structures, no falling insulation under home
- xi. home site landscaping (proper mowing, grass seeding, planting, yard care, decorating, weeding, etc.)
- xii. electrical supply line between the KINGS HIGHWAY MOBILE HOME PARK junction box and home
- xiii. the water supply line between KINGS HIGHWAY MOBILE HOME PARK system and home, and it is heat tape or heat wire
- xiv. carpeting, paneling, cabinetry, vinyl flooring
- xv. smoke detector and fire extinguisher
- xvi. parking area
- xvii. accessory buildings (sheds, storage, carports, porches, sun decks, etc.) be in good, safe, condition and approved in writing by the Licensee.

(b) Plywood, tinfoil, paper, and torn or stained shades and curtains, and boxes are not permitted in the windows. Portable air conditioners are not to be installed on the street side or front door side of home. Aluminum wiring is not permitted unless each outlet, switch, fuse panel, and light fixture connected via a special copper to aluminum connectors that complies with the National Electric Code.

(c) It is required and agreed that each resident (i) install, test weekly, and maintain an operational smoke detector and LPG detector; (ii) install, maintain, and inspect weekly a fire extinguisher; and (iii) inspect and

clean wood burning stove and fireplace chimneys a minimum of once per year. (The Licensee will not be held responsible for any damage or injury incurred because of a resident's failure to comply with the Standards, a malfunctioning or disconnected smoke detector, an empty fire extinguisher, or for failure of a properly operating smoke detector to provide a sufficiently loud alarm to awake the resident.)

(d) It is required that each resident provide the address on his home in 3" reflective or easy to read numbers that can be seen from the road. (This requirement is for emergency vehicles)

(e) In the event that any work is to be performed upon a home or its site, or upon the electrical and/or plumbing systems of any home within KINGS HIGHWAY MOBILE HOME PARK property, such work must comply with the building code and requirements of the Town of Ledyard to include where necessary the use of licensed plumbers, electricians, and other contractors. Permit(s) required by the town are the resident's responsibility and the Licensee's permission does not affect or address municipal permit requirements. The Resident is liable to the Licensee for any damage to KINGS HIGHWAY MOBILE HOME PARK property caused by him, or the contractors he uses upon his site.

6. **ENTRY REQUIREMENTS: KINGS HIGHWAY MOBILE HOME PARK** Entry Requirements are the written, nondiscriminatory criteria for resident selection which are applied equally to all purchasers and prospective residents. Prospective purchasers and residents must:

- a) Intend to personally occupy the home;
- b) Not exceed the capacity of the home. All bedrooms shall consist of a minimum of fifty (50) square feet of floor area and bedrooms designed and certified for two (2) or more people shall consist of seventy (70) square feet of floor area plus fifty (50) square feet for each person in excess of two (2).
- c) Not intend to utilize the purchased mobile and manufactured home for an illegal purpose or for any purpose that would disturb the quiet enjoyment of the other residents of the park;
- d) Be financially able or will be financially able to pay the rent for the mobile and manufactured home space or lot upon which the purchased mobile and manufactured home is located without the need for a "guarantor" or "co-signer". KINGS HIGHWAY MOBILE HOME PARK requires a minimum of \$550 of disposable funds per adult resident per month available after monthly contractual obligations, excluding utilities, plus a credit report demonstrating a recent history of honoring contractual payment obligations in a timely and proper manner.];
- e) Select for purchase a mobile or manufactured home at the time of sale or foreclosure which is safe, sanitary, and in conformance with aesthetic standards [the "Park Standards" -The Licensee reserves the right to require the removal of a mobile home being sold whose age and condition does not meet the Park Standards as permitted by law.]
- f) Not be a resident or lessee on another KINGS HIGHWAY MOBILE HOME PARK home site. (KINGS HIGHWAY PARK residents are not permitted to lease or rent more than one home site at a time, and subletting of home sites is not permitted).
- g) Complete the Owner's Rental Application Form and pay the current Application fee.
- h) Have no history that they will not comply with the KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations based on prior tenancies;
- i) Have satisfactory credit worthiness;
- j) Have not previously been evicted for non-payment of rent, violation of reasonable rules or regulations, and/or violation of law
- k) Be in full compliance with these Rules and Regulations;
- l) Not have a criminal record; and/or
- m) Not have other lawful grounds to deny residency.

## 7. **RELATIVES, GUESTS, AND VISITORS**

- a) Definitions:
  - a. Relative: Spouse, child, grandchild, sibling, parent, or grandparent of resident in your home where the intent is to provide housing
  - b. Guest: Any non-relative who stays overnight in your home, without payment, and with your permission
  - c. Visitor: Someone who visits with you, in person, in the daytime, and who does not spend

the night.

- b) Relatives are welcome and are not subject to these guest regulations, with the exception of the bed space limitation, provided the intent is to provide housing to the relative and there is no subletting of the home site.
  - c) Guests are welcome provided that:
    - a. no individual "guest" extends his stay more than 14 continuous days and/or 30 total days per year unless permission is granted by the Licensee or his agent
    - b. your guest is with you, in person, at least once per day
    - c. there is no subletting of the home site.
  - d) Visitors are welcome with your permission provided you are in the home while they are visiting. (The purpose of this rule is to prohibit the "loaning" of your home to your friends, friends of friends, neighbors, associates, acquaintances of friends, and others who, in your absence, may not know who the manager is or how to contact the manager, or who may not be familiar with or who be unwilling to comply with KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards, or the terms of KINGS HIGHWAY MOBILE HOME PARK Standard Lease.)
  - e) Relatives and Guests, plus the resident(s), are limited to the total number of bed spaces. It is recommended that Residents notify the Licensee if there will be an extended term guest, frequent visitor, or relative staying at KINGS HIGHWAY MOBILE HOME PARK.
8. **SOLICITING AND CANVASSING:** KINGS HIGHWAY MOBILE HOME PARK is private property, and peddling, soliciting, and distribution of hand bills or circulars is not permitted. Each resident will notify the Licensee immediately in the event anyone attempts to peddle, solicit, or distribute hand bills or circulars on his home site. However, any Resident of KINGS HIGHWAY MOBILE HOME PARK may canvass other KINGS HIGHWAY MOBILE HOME PARK residents at reasonable times and in a reasonable manner provided other the residents do not object to such canvassing.
9. **SECURITY:** It is the resident's responsibility, and not the Licensee's, to provide for personal security needs and to call for police or fire protection. In an emergency, call the police or fire department first, and then notify the Licensee or his agent.
10. **POWER LOSS:** The Resident shall immediately notify or leave a message for the Licensee or his designee if power is off for more than 20 minutes or whenever water pressure is substantially reduced.
11. **SUBLETTING OF HOME SITES:** Assignment, Renting out, or Subletting, of KINGS HIGHWAY MOBILE HOME PARK home sites is not permitted. The right to occupy a home site at KINGS HIGHWAY MOBILE HOME PARK is not transferable except as provided in the event of an on-site resale of a home.
12. **SITE IMPROVEMENTS:** Previously constructed utility buildings may remain provided they are maintained in excellent condition. No new or additional utility buildings, storage sheds, boxes, canopies, decks, or other structures are permitted on your home site without the written permission of the Licensee. The resident is solely responsible for compliance with requirements for the issuance of permits, building official inspection, and building official approval, and all other applicable laws and local regulations. All new structures must comply with the following requirements:
- (a) Home Improvements: The concept of "mobility" must be retained. Any change to a home that reduces its mobility is not permitted. Examples include:
    - i. removal of axles,
    - ii. installation of a pitched roof on a home originally with a flat or curved roof (because the added weight may not be safely held and transported by the frame and the original axles and wheels),
    - iii. installation of wood Siding (because of excess weight and loss of mobility) and it does not comply with park standards), and
    - iv. installation of sliding glass doors or removal of part of the exterior of the home to provide a larger access (because the required structural modifications may destroy a home's ability to

- withstand snow loading or to be safely moved).
- v. Installation of skylights, new wiring, new windows, painting, plumbing, better insulation, is all acceptable.
- vi. If the original siding has deteriorated, it must be removed and replaced with the original type of siding, and not covered. (This is to avoid the addition of extra weight, and the possible covering over of what may be active or latent structural deterioration)

(b) Storage Sheds:

- i. Prefabricated wood sheds, wood sheds that come in a kit, and wood sheds that are built per professionally prepared plans are all acceptable if they are assembled properly, anchored if larger than 60 square feet, painted the same color as the home or stained a natural wood color, and have a pitched shingled roof that matches the shingled roof color on the home.
- ii. The location of the shed must not block the view of the home from any part of the road, and if possible, the shed should be such that it cannot be seen from the road.
- iii. The shed must be on the same site as the home.
- iv. Sheds cannot exceed 125 square feet.
- v. The average height of the shed roof above the ground must be 1 foot or less than the average height above ground of the roof of the home.
- vi. Only one shed per site is permitted.
- vii. The shed must not cover sewage, water, telephone, or other utility lines that may need future access for maintenance and repair.
- viii. Water lines are not permitted to a shed.
- ix. Electric lines are permitted if underground and per code.

(c) Porches and Attached Structures: Porches, covered porches, and screened in porches are permitted provided that

- i. 60% or more of the exterior wall area is open, windows and screens, or just screens;
- ii. the structure is not heated, not insulated, has no running water, and is not intended for year-round living, year-round sleeping, or year-round eating;
- iii. the floor is either concrete or pressure treated wood, or the floor is a previously constructed uncovered porch floor in excellent condition where the intent is to cover the existing porch, or the covered porch is a prefabricated assembly;
- iv. the porch must not depend on the home for its structural integrity including the weight of snow that may accumulate on the porch roof;
- v. the home must be movable with or without the porch;
- vi. no part of the porch can be closer than 8 feet from the site boundary;
- vii. the porch must not cover sewage, water, telephone, or other utility lines that may need future access for maintenance and repair;
- viii. the porch must not block or interfere with the emergency exit;
- ix. the porch roof must be shingled or a prefabricated metal roof (roll roofing, rubber roofing, corrugated aluminum or steel roofing and corrugated fiberglass roofing are not permitted);
- x. the total length of the addition must be at least 10% less than the length of the home;
- xi. the width of the porch must not exceed the width of the home;
- xii. the exterior color must be the same color as the color of the home, a natural wood stain color, or white if a prefabricated assembly;
- xiii. the roof color must be the same as the roof color of the home. Simple plans must be presented to the Licensee for review and for filing along with the other records for your site.

(d) Carports: Enclosed garages are not permitted. Carports are permitted provided they comply with the applicable provisions of (c) above. Simple plans must be provided to the Licensee for review and for filing along with the other records for your site.

(e) Miscellaneous: Flapping and/or noisy awnings, wind chimes, both fixed and portable TV satellite dish antennas in excess of 18" in diameter, towers, swimming pools, tents, swing-sets, tag sales and auctions are not permitted.

### 13. MAINTENANCE OF HOME SITE

(a) Except as provided in the lease and elsewhere in these Rules and Regulations, all maintenance, repair, and improvement of the home site is the Resident's responsibility. Beautification of each home site is encouraged. Each Resident will:

- i. keep the home site neat and clean on all four sides of the home;
- ii. the grass always mowed below 5'1;
- iii. keep the leaves raked and removed;
- iv. keep the site free of weeds, noxious plant growth, debris, fallen trees, tree branches, vermin, and rodents;
- v. keep hoses and yard care tools stored in such a manner that they are not normally seen from the road;
- vi. store children's toys in such a manner they are not visible from the road;
- vii. protect and maintain home site shrubbery;
- viii. separate garbage as required;
- ix. use plastic biodegradable garbage bags;
- x. not permit debris to accumulate around the home sites;
- xi. properly use available refuse service;
- xii. notify the Licensee prior to digging to be certain that there are no buried utilities;
- xiii. maintain and repair on-site parking and drive areas as required; and
- xiv. maintain the home such that it always complies with the Park Standards.

(b) Upon notification, the Licensee or his agent will keep all exterior areas (common areas) not the responsibility of the resident free from any species of weed or plant growth which is noxious or detrimental to the health of the residents.

(c) Vegetable gardens and flower gardens are acceptable provided they are: (i) legal; (ii) for personal use only; (iii) well maintained and properly weeded; (iv) located in the rear of the home site, preferably behind the home and not in view from the roadway; (v) covering less than 10% of the area of the home site; and (v) watered only by rainwater (do not use community or city water).

(d) Snow plowing and sanding of the home site drive and home site parking areas are the resident's responsibility.

(e) Clotheslines are not to be visible from the roadway in front of the homes and are to be the rotary umbrella type only. If the clothesline must be visible from the roadway, it must be located as far back as possible.

#### 14. **FENCES:**

Chain link fencing and solid privacy fencing are not permitted. However, solid privacy fencing is acceptable if it is located adjacent to an electric panel service distribution panel and its purpose is only to screen from view the panel from the roadway, the home, or other residents will be maintained by the resident, and the design and size are approved by the Licensee or his agent. Existing picket fences can remain as long as they are properly repaired and maintained. New fences shall be of a rustic and decorative nature, split rail or open space picket, not exceeding 30 inches in height, and made of pressure treated lumber. Each open space between pickets must be at least 2" or the width of the pickets, whichever is greater. Steel, plastic, wire, wire mesh, and vinyl fencing are not permitted. Each resident will notify the Licensee prior to digging to be certain that there are no underground utilities.

#### 15. **TREES:**

Each resident is responsible for normal home site maintenance, including proper care of the trees on his home site.

(a) The Licensee, or his Agent, will cut and remove any standing dead or seriously sick or dying trees or large branches upon a home site, common area, or neighbor's home site that may reasonably be expected to cause significant damage to a home if it should fall. In the event that there is a difference of opinion, a licensed and insured tree surgeon of the residents' choice can make the determination of "dead or seriously sick" and which may reasonably be expected to cause "Significant damage" to a home should the (dead) tree or branch fall

(b) The Licensee, or his Agent, will remove the larger heavy branches and fallen trees from each site upon request.

(c) In the event of a major windstorm, hurricane, or tornado, each resident is responsible for clearing the debris from his home site and stacking it on the edge of the road. The Licensee, or his Agent, will make the arrangements for

removal of the debris once it is stacked by the side of the road.

(d) The Licensee is not responsible for any damage caused by "acts of god", such as trees or branches falling on cars or homes. Because of liability and the risk of additional damage created by removal efforts, the Licensee will not normally remove a tree after it has fallen on a home, car, or storage shed. (Homeowner policies normally cover these situations). The Licensee will, however, make the arrangements for a tree that has caused damage to be removed after it is down or to the side of the roadway. In addition, the Licensee, or his Agent, will trim or remove any tree or tree branch that is sick or has been made sick or dangerous by a major storm, and because of the sickness or damage the tree or large branch is now likely to fall and cause damage to a home, car, or storage shed. Each resident is required to notify the Licensee of any tree that may be sick, or has been damaged, and is now dangerous and should be removed.

(e) Live and healthy trees cannot be destroyed except with written permission for the licensee.

(f) Trees and shrubs planted on each home site become the property of KINGS HIGHWAY MOBILE HOME PARK.

#### **16. WATER:**

Water is expensive and precious it must not be wasted.

(a) Because of the cost of water (which also determines sewer costs) (i) the free running of hoses and use of sprinklers are not permitted; (ii) the watering of yards, gardens, and flowers must be done using a hand-held nozzle that will turn off when not being held; (iii) the use of soaker hoses is not permitted; and (iv) each resident will notify the manager in the event of any unusual or extended reduction in normal water pressure, leaks, and/or running or noisy or malfunctioning toilets

(b) The Licensee reserves the right to restrict water consumption during periods of drought, routine maintenance, and repairs, or in the event of a malfunctioning water system. The Licensee, or his agents, may come upon home sites for the purpose of inspecting and repairing water leaks in the underground water distribution system.

(c) The Licensee, or his agent upon request, will perform minor inside plumbing repairs such as the repair of dripping faucets and running toilets, at no charge. The intent of this service is to reduce water consumption and to help control water and sewer costs. Major repairs, repairs that require the replacement of a toilet, or the replacement of a faucet assembly, are not provided the Licensee.

(d) Occasionally, the Licensee will provide a plumbing questionnaire to help ascertain where water waste may be occurring. Each resident will complete and return the questionnaire.

#### **17. UTILITY CONNECTIONS, SEWAGE SYSTEMS, & REPAIRS TO UNDERGROUND SYSTEMS**

(a) Each resident is responsible for the: (i) hook up, connection, test, winterization, and maintenance of electrical, water, and sewer lines, and all connections from and between the home to KINGS HIGHWAY MOBILE HOME PARK utility receptacles; (ii) installation, proper operation, routine test, maintenance and repairs, and periodic replacement of electric "heat tape" or "heat wire" for the prevention of frozen pipes; (iii) damage and necessary repairs due to leaking oil lines, leaking oil tanks, kerosene (including buried tanks), and/or propane tanks; (iv) damage to KINGS HIGHWAY MOBILE HOME PARK utility systems and associated repairs costs caused by water leakage within resident's home or on the home site; (v) damage to sewage drain line caused by grease, oil, foreign items, "flushable cat litter" (which is not flushable), sanitary napkins, paper towels, hydrocarbons, and non-biodegradable items that enter Shewville's sewer system from a home; (vi) damage to the utility receptacles and KINGS HIGHWAY MOBILE HOME PARK utility systems caused by negligence or the malfunctioning of lines, heat tape, heat wire, plumbing, electrical system(s) within the home; (vii) damages caused by appliances in the home

(b) The Licensee is responsible for: (i) installation, repair, operation, and maintenance of KINGS HIGHWAY MOBILE HOME PARK utility receptacles (KINGS HIGHWAY MOBILE HOME PARK property) and underground utility systems; (ii) repairs necessary because of the sewage system.

(c) In the event of sewage, water, and/or electrical repairs to the underground utility system, the Licensee will be responsible for the restoration of the site to approximately its original condition after repairs.

(d) Each resident will notify the Licensee if there is any water leakage in KINGS HIGHWAY MOBILE HOME PARK water distribution system or in his home.

**18. ACCESS & FOUR-SIDED INSPECTIONS:**

(a) The Licensee reserves the right to enter upon a home site, after giving reasonable notice and waiting a reasonable period of time, to: (i) perform a "four sided" inspection of each home and home site to determine compliance with these Rules & Regulations; (ii) dismantle and/or remove any non-compliant and/or improperly maintained or unsafe structure, enclosure, canopy, awning, fence, rubbish, materials, junk or unregistered vehicles, bottles, and/or debris; (iii) to enforce the terms of the KINGS HIGHWAY MOBILE HOME PARK Standard Lease and/or the provisions of KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards; (iv) to comply with a lawful governmental directive.

(b) In an emergency, the Licensee or his designee can enter upon a home site to help prevent imminent danger to the occupant or the home or the home site (advance notice not required).

(c) Any costs incurred by the Licensee to achieve compliance with KINGS HIGHWAY MOBILE HOME PARK Standard Lease and/or KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards become additional rent.

**19. HEAT WIRE, FROZEN PIPES, WATER TURN OFF AND TURN ON:**

(a) The Licensee will provide, at no charge: (i) water turn on and water turn off, on an appointment basis, with a minimum of 24 hours advance notice, provided that the resident is present while the water is being turned on or being turned off; (ii) Emergency water turn off (the resident grants permission for the water to be turned off in the event of an exigent situation).

(b) All external water lines must be protected with (i) both Underwriters Laboratory (UL) approved heat wire and insulation prior to 1 October; or alternatively (ii) antifreeze (of the type that is recommended for RV's and is safe for sewage systems) installed in all water lines. (Caution: Deteriorated and improperly installed heat tape is the leading cause of home fires.)

(c) Each resident agrees to not use running water to prevent frozen pipes, use of running water in lieu of proper heat tape or heat wire or antifreeze water line protection is a major violation of these Rules and Regulations and KINGS HIGHWAY MOBILE HOME PARK Lease.

(d) A resident may have a licensed and insured plumbing contractor operate the below ground valves provided the Licensee is provided prior notification that a plumber will be operating the below ground valves.

(e) The Resident is not permitted to use the below ground KINGS HIGHWAY MOBILE HOME PARK water system valves at any time except in an emergency, after which the Licensee or his designee shall be notified that the water was turned off or on.

(f) Each home shall have a protective check valve to prevent water from draining from the hot water heater in the event of loss of water pressure. (The check valve is necessary to prevent the electric heating elements from being damaged due to lack of water in the tank.)

(g) The Licensee is not responsible for (i) damage to heating elements caused by water system failures and normal emergency water system turnoffs; (ii) damage caused by turning the water on or off in response to a resident's request.

**20. SNOW REMOVAL OF COMMON ACCESS ROADWAYS:** The Licensee will normally have the common access roadways cleared of snow whenever the average snow accumulations equal or exceeds 3 inches normally within 12 hours after the snow stops falling. Each resident shall promptly notify the Licensee by phone of any special, hazardous, icy, or other unusual snow accumulation, road condition, or snow removal problems.

**21. CHILDREN:**

- (a) Children are welcome at KINGS HIGHWAY MOBILE HOME PARK.
- (b) Playing on the home site of your neighbors without their permission is not permitted.
- (c) Bicycles and tricycles are permitted.
- (d) Children must comply with all the applicable KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations and the applicable terms and conditions of KINGS HIGHWAY MOBILE HOME PARK Standard Lease.
- (e) Children are not permitted to ride their bicycles on KINGS HIGHWAY MOBILE HOME PARK roads.
- (f) Toys must be stored such that they cannot be seen from the road.
- (g) Children under the age of 6 must always be accompanied by a parent, guardian, or baby sitter at least 14 years of age.
- (h) No child under the age of 18 shall be outside of the boundaries of their respective home site after 11PM.
- (i) There must be a parent, guardian, or baby sitter responsible for supervising children less than 12 years of age always.

**22. GUEST PARKING, SPEED LIMITS, VEHICLES, AND RVS:**

- (a) Vehicles are to be parked only in the parking and drive areas of each home site and: (i) Parking is not permitted on the common roadway to provide access for emergency vehicles and snow plowing; (ii) No motor vehicles, motor homes, travel trailers, and/or boat trailers in excess of 24 feet are permitted to be kept on a home site; (iii) RV's are not to be connected to site water, or site sewer, and are not to be used as additional housing while on the home site.
- (b) Unregistered and/or uninsured motorcycles, autos, and trucks, and noisy, dangerous, junk, inoperable, abandoned, rusty, disassembled, or severely damaged motor vehicles are not permitted at KINGS HIGHWAY MOBILE HOME PARK or to be stored on a KINGS HIGHWAY MOBILE HOME PARK home site.
- (c) To assure access by emergency vehicles, the vehicles of Residents or of Residents guests, visitors, or relatives are: (i) not to be parked on the common roadway access that is shared by all residents, but are to park on the home site drive areas (if space is available) or in the guest parking areas (due south of concrete block wall).
- (d) Oversized RVs may use the guest parking areas for storage if space is available. However, the Licensee reserves the right to charge a fee for the storage of RV's or other vehicles. The Licensee also reserves the right to tow away, without notice, any vehicle not in compliance with these parking requirements. The Licensee, or his agent, reserves the right to issue parking stickers for residents and their authorized guests.
- (e) Vehicle maximum speed limit is 5 miles per hour.

**23. AUTO REPAIR, MAINTENANCE, AND WASHING OF VEHICLES:**

- (a) To help maintain the desired "quiet nature" and to protect and enhance the aesthetic attractiveness of KINGS HIGHWAY MOBILE HOME PARK, both: (i) automobile, truck, RV, and boat maintenance and/or repair is not permitted; and (ii) oil changes and drainage of antifreeze are not permitted.
- (b) Car washing is not permitted.

**24. NOISE, NUISANCE, FIREWORKS, FIREARMS, & DRUGS:**

- (a) Loud playing of (i) radio, TV, musical instruments, stereo, hi-fi, or other instruments are not permitted; (ii) any noise disturbing sleep at any time is not permitted.
- (b) No resident, relative, or guest of resident (i) will create any nuisance or annoyance to other residents, or which interferes with the peaceable possession and proper use of other home sites; and (ii) shall not be boisterous or have loud parties, loud radios, or excessive noise which results in the disturbance of other residents at any time.
- (c) Each Resident is (i) responsible for the conduct of his guests, visitors, relatives, and children; and (ii) is subject to Ledyard regulations regarding noise and nuisance.
- (d) The (i) selling, possession, and/or using of illegal drugs is prohibited and is ground for eviction; (ii) driving of

vehicles under the influence of illegal drugs or alcohol is prohibited and is grounds for eviction; (iii) brandishing or use of firearms, fireworks, or any weapons by any resident, visitor, or guest is prohibited and is ground for eviction.

**25. OIL TANKS, GAS BOTTLES, & INSURANCE FOR FUEL DELIVERY VEHICLES:**

(a) The resident is responsible for any oil tank leakage and oil tank spillage, and any damage caused by oil leakage or oil spillage. Oil tanks are not to be buried, but are to be placed behind or at the rear of the home. Bottled gas containers are to be kept nicely painted and are to be set up neatly and firmly fastened behind or at the rear of the home. Wherever possible, oil tanks and gas bottles shall not be visible from the roadway. Oil delivery companies and gas delivery companies must have a certificate of insurance, including protection for environmental damage and cleanup, on file with the Licensee prior to making any fuel delivery to your site. The Resident is responsible to ensure that the Certificate of Insurance is on file with the Licensee or his agent.

(b) Each exterior fuel oil tank and oil lines may be inspected by the Licensee or his agent during any "4-sided inspection" and by the resident's oil delivery or heating system service company (i) The resident will provide a note from the oil furnace service company that indicates that there is no fuel oil leakage and that the fuel oil tank and fuel lines are in good safe condition. (ii) If there is any leakage, the repairs and the cleanup will be performed immediately, with all costs paid for by the Resident. (iii) If necessary, the Licensee will have the necessary site cleanup and repairs performed, with the costs billed to the resident as additional rent. (iv) The resident is solely responsible for any damage caused by oil contamination that occurs on his site.

(c) The resident has the responsibility for compliance with any state issued orders requiring a protective oil leak/spill retaining berm be installed under each oil tank.

**26. PETS:**

(a) Visiting dogs and visiting cats are not permitted.

(b) Two small dogs, or two small cats, or other domesticated household pets are permitted provided that the pet(s): (i) have a collar; (ii) have a total combined weight (both pets together) of less than 20 pounds when fully grown; (iii) be indoors at all times except when on a leash being walked or when being carried, (outside pens, runs, and dog houses are not permitted, and outside chaining of a pet is not permitted); (iv) be licensed if required by law; (v) have proof of inoculations on file with the Licensee; and (vi) be registered with the Licensee upon lease inception or pet acquisition, whichever happens later.

(c) There are no pet weight constraints if the pet is a trained "guide animal" for a disabled resident, and there is no pet weight constraint if the pet(s) is "doctor ordered" for a bona fide written medical reason, and the pet is never left alone.

(d) You agree to: (i) "potty" your pet on your own home site; (ii) have your pet on a 6' or shorter leash or carry your pet; (iii) not let your pet use other home sites; (iv) not let your pet run free at any time, including to go "potty"; and (v) carry and use a "pooper scooper" to clean up after your pet.

(e) With notice, the Licensee reserves the right to remove noisy or unruly pets causing complaints or damage.

**27. INSURANCE, CONTRACTORS LIABILITY, & WORKMANS COMPENSATION INSURANCE:**

It is agreed that the Licensee shall not be responsible to the resident for the non-observance or violation of any rules and regulations, and/or local, county, or state laws, by any other resident or tenant including relatives, guests, visitors, and pets of other residents and tenants. Each resident shall have an adequate policy of "Fire and Extended Coverage insurance and reasonable general public liability insurance, including coverage for fuel oil spillage, on his/her home and home site. Each resident will be required to provide suitable evidence of insurance to the Licensee upon request. Each resident is responsible for assuring that any worker or contractor that comes upon his home site has workers compensation and liability insurance.

**28. COMMERCIAL ACTIVITIES:**

Homes at KINGS HIGHWAY PARK can only be used as a residence and for activities that do not create any additional traffic, noise, fumes, vibration, visual characteristics, waste, water or sewer consumption, abnormal electric requirements, antennas or antenna towers, TV or radio interference, hazardous substances, or any other trait

or characteristic that would distinguish the home or the activity within the home from any other home at KINGS HIGHWAY MOBILE HOME PARK. Home businesses must be owned and operated by the residents of the home. Acceptable home occupations include:

(a) Traditional Handicraft based businesses, provided there are no on-site wholesale or retail sales, no signs, and no banners (the marketing and sale of the handicrafts must be performed off KINGS HIGHWAY MOBILE HOME PARK property.)

(b) Vehicle based businesses provided that (i) the tools and inventory are fully contained on the business vehicle, (ii) the vehicle is normally driven to the customer site to produce the goods or services of the business; (iii) the vehicle is of a 1 ton rating or less; (iv) the vehicle does not routinely tow a trailer on KINGS HIGHWAY MOBILE HOME PARK property; (v) the vehicle is parked on the home site in the proper location on the home site's parking area; (vi) there is no storage of tools or equipment on the home site other than that which is stored on the vehicle; (vii) the conduct of the business causes no extra traffic at KINGS HIGHWAY MOBILE HOME PARK; (viii) repairs and maintenance to the vehicle are performed off of the premises; (ix) the vehicle is properly licensed, insured, and has all required pollution certificates; and (x) there are no signs or banners on the home site identifying the business.

(c) Desk based businesses provided that the principle contact with customers and clients is via telecommunications or at the facilities of the customer off KINGS HIGHWAY MOBILE HOME PARK property, and there are no signs and no banners identifying the business.

(d) Additional constraints are: (i) A home business at KINGS HIGHWAY MOBILE HOME PARK is not permitted if such a business requires frequent routine Parcel Post, UPS, or other truck delivery services; (ii) Homes shall not be used for material storage, inventory storage, equipment storage, on-home site equipment repairs, on site retail operations, on-site direct sales, offices that will be visited by clients, or for similar activities; (iii) Any illegal activity will not be permitted; (iv) In the event of conflict with Ledyard zoning regulations, the more stringent regulation shall prevail; (v) No employees, other than the residents of the home site, shall be permitted; (vi) Yard sales are not permitted (except when the community sponsors a yard sale next to the island area in front of the community); and (vii) Loading, handling, and movement of materials shall not cause any noise that can be heard off of the home site.

## 29. RESIDENT COMMUNICATIONS PROCEDURE:

Step (1): The Resident will complete a written note, or the KINGS HIGHWAY MOBILE HOME PARK Suggestion/ Complaint form, and mail it to the Licensee.

Step (2): In addition to Step (1), the Resident will notify the Licensee immediately by phone (860-608-7181) stating what the problem/issue is and the desired resolution (if known);

Step (3): The Resident will provide reasonable access and time as necessary for the Licensee or his agents to make the needed repairs or corrections;

Step (4): In the event the correction/issue is not resolved in a timely manner, the Resident will again notify the Licensee by both phone and certified mail; and

Step (5): Both the Resident and the Licensee agree that, if resolution is not now achieved, that the Resident will submit the dispute to mediation and binding arbitration using the services of a recognized mediation/arbitration service selected by the Resident and approved by the Licensee, which will not be unreasonably withheld. It is agreed that any inspection by a third party or government official will be performed only after Step #4 and only in the Licensee's presence. It is also agreed that the parties will accept any decision(s) of the mediator / arbitrator as final and binding. Payment for mediation and arbitration services will be by the losing party unless recommended or ordered otherwise by the mediator or arbitrator.

30. **ORDER OF PRECEDENCE:** This set of KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards take precedence over any set of earlier Rules and Regulations that may have been promulgated.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

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Resident

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Date

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Owner/Manager

---

Date

**Addendum B - KINGS HIGHWAY MOBILE HOME PARK ON-SITE HOME SALES PROCEDURES (MARCH 2023)**

**I. Finding a Buyer**

Resident (or Agent)

Step 1. Find a ready, willing, and able buyer of the home who also complies with KINGS HIGHWAY MOBILE HOME PARK Entry Requirements.

[NOTE I-A: The home must be Safe, Sanitary, and Comply with the Standards at the time of sale if the home is to remain on its current site. The resident (home seller) may request, at any time, the licensee (or his agent) to informally inspect his home, at no charge, to provide early Visibility of deficiencies that should be corrected prior to the required inspection that will be ordered by the prospective resident) and which must be corrected prior to actual sale.]

[NOTE I-B: KINGS HIGHWAY MOBILE HOME PARK rules limit "for sale signs" to

- (a) being located on or in your home,
- (b) cannot exceed 2' by 2',
- (c) must be painted or printed,
- (d) can contain no more than "for sale", "address", and "phone number",
- (e) can be posted only pursuant to bona fide efforts to sell and
- (f) must be removed when your home is no longer being offered for sale. One "Open House" sign may be posted on KINGS HIGHWAY MOBILE HOME PARK and one "Open House" sign may be on the site during the actual time of an "Open House" sale.]

[NOTE I-C: Remind any prospective purchaser, preferably in the Home Purchase & Sales Contract, that the home sales price is only for the home, and does not include the land on which the home is located.]

[NOTE I-D: The purchase and sale contract should, in addition to other contingencies, include "This offer is contingent on the home purchaser being accepted as a KINGS HIGHWAY MOBILE HOME PARK resident."]

Resident (or Agent)

Step 2. When a candidate "buyer" has been procured, have the prospective resident meet directly with KINGS HIGHWAY MOBILE HOME PARK Licensee (or his agent) to become familiar with KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards; the rent history and current rent for the site; services that are included with the site rent; KINGS HIGHWAY MOBILE HOME PARK policies; and KINGS HIGHWAY MOBILE HOME PARK Standard Lease provisions prior to submitting an offer on your home.

[NOTE I-E: The Licensee will provide a copy to the prospective resident of KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements, and Standards; the current rent for the site; services that are included with the site rent; KINGS HIGHWAY MOBILE HOME PARK policies; and a copy of the KINGS HIGHWAY MOBILE HOME PARK Standard Lease.]

Resident (or Agent)

Step 3. Enter into a written purchase and sale contract.

[NOTE I-F: It is recommended that the attached "KINGS HIGHWAY MOBILE HOME PARK Home Purchase & Sale Contract & Receipt for Deposit" be used for the Purchase and Sale contract.]

Resident (or Agent)

Step 4. Immediately after both the Resident and the purchaser/prospective resident have reached agreement on the terms and conditions for the sale and purchase of your home, you shall:

- (a) Have the Buyer apply to the lending agency of his choice (if financing is required) and after preliminary approval of any loan requirements by the lending institution, then
- (b) have the Purchaser meet with the KINGS HIGHWAY MOBILE HOME PARK Licensee (or his agent) to complete the KINGS HIGHWAY MOBILE HOME PARK prospective resident application form.

**II. Application Processing for Prospective Resident**

Licensee

- Step 1.
- (a) Meet with the prospective resident,
  - (b) Accept a completed KINGS HIGHWAY MOBILE HOME PARK Resident Application form,
  - (c) Accept the current application processing fee from the prospective resident,
  - (d) Initiate the processing of the application, and
  - (e) Remind the applicant that the application processing fee will be refunded in the form of reduced site rent

for the first month of residency.

[NOTE II-A: Resident application processing takes 2 to 4 working days.]

#### Licensee

Step 2. Within 10 days of receipt of the application, notify both the prospective resident and the Seller (or the Agent of the Seller) that either:

(a) the prospective resident appears to satisfy the KINGS HIGHWAY MOBILE HOME PARK Entry Requirements and will be accepted as a resident (subject only to the home being safe, sanitary, and complying with park standards), or

(b) there is adverse information contained in the report(s) on the prospective resident, and that because of the adverse information the applicant will not be accepted as a resident.

The Licensee will then notify the Seller (or the Seller's agent as appropriate) that the adverse information indicates that the applicant: (i) intends to utilize the home for an illegal purpose, and/or (ii) intends to use the home for a purpose that would disturb the quiet enjoyment of the other residents, and/or (iii) will be financially unable to pay the rent for the homesite, and/or (iv) will not comply with the KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations based on prior tenancies, and/or (v) will have more residents/guests/relatives in the home than the number of bedspaces in the home, and/or (vi) will have as a resident someone who is not a relative of the purchaser, and/or (vii) is already a resident at KINGS HIGHWAY MOBILE HOME PARK.

#### Resident (or Agent)

Step 5. Return to Resident (or Agent) Step 1 if the prospective resident is not accepted. Otherwise, continue to Resident (or Agent) Step 6.

### *III. Determining that the home is Safe, Sanitary, and Complies with the Standards*

#### Resident (or Agent)

Step 6: If the prospective resident is accepted, have the prospective resident order a home inspection by a licensed home inspection service company of the prospective resident's choice. The inspection shall be ordered and paid for by the prospective purchaser. The Licensee, or his agent, shall be made aware of the day and time of the inspection, and shall have the option to observe the inspection. A copy of the report will be provided to the Resident/Home Seller, and to the Licensee (or his agent),

[NOTE III-A: If the home satisfies the park standards, and the applicant does become a resident, the Licensee will reimburse the purchaser/prospective resident both the application fee and the home inspection fee in the form of reduced site rent.]

All items in the inspection report must be either "Excellent" or "Good" or "Acceptable". The home will not satisfy "Standards" if any item in the inspection report is identified as "poor", "bad", "in need of maintenance", "dangerous", "not acceptable", "should be repaired", "missing", or "unacceptable",

#### Resident (or Agent)

Step 7: Make necessary repairs, if any. Collect evidence (receipts, photos, etc.) showing that the necessary repairs have been properly completed.

#### Resident (or Agent)

Step 8: When the home owner is ready for a decision by the Licensee regarding the condition of the home, provide the Licensee (or his agent) a copy of the inspection report, and the evidence for repairs performed, along with a written request for the "Statement of the Licensees Intentions Regarding the Conditions of the Dwelling",

[NOTE III-B: IMPORTANT -ALL repairs necessary for the home to satisfy "standards" and demonstrate that the home is safe, sanitary, and habitable must be completed before

(a) the home buyer will be accepted as a KINGS HIGHWAY MOBILE HOME PARK resident; and before

(b) the home buyer will be offered a site lease. If a home is sold on-site without first satisfying the "standards," the Licensee cannot accept the new owner of the home as a resident, and the home becomes subject to removal because it is unlawfully on private land.]

#### Licensee

Step 3. Within 10 days after receipt of the request for the "Statement of the Licensees Intentions Regarding the

Conditions of the Dwelling", the KINGS HIGHWAY MOBILE HOME PARK Licensee will either:

- (a) Approve (in writing) the home's conditions for the (on-site) resale of the home, or if items in the the inspection report are not "Excellent" or "Good", or "Acceptable", and the recommended repairs were not completed, then the Licensee (or his agent) will not approve the home for an on-site resale by:
- (b) Specifying ways in which the home is not safe, not sanitary, not in conformance with the KINGS HIGHWAY MOBILE HOME PARK Standards, and/or how the condition of the home does not meet the Standards for homes in KINGS HIGHWAY MOBILE HOME PARK

If the home is not approved, return to Resident (or Agent) Step 7.

If the home is approved, establish a date and time with the Licensee to meet with the purchaser of your home, just prior to transfer of title (closing) on the home, to sign the necessary KINGS HIGHWAY MOBILE HOME PARK residency and new site lease papers.

[NOTE III-C: The purchaser must be a resident (holding a valid site land lease) at KINGS HIGHWAY MOBILE HOME PARK prior to taking title of the home so that he will have a legal right for both himself and his home to be on privately owned KINGS HIGHWAY MOBILE HOME PARK property at the time of the closing.]

#### Licensee

Step 4. At the meeting with the prospective resident, the Licensee will:

- (a) have the prospective resident review and sign a copy of the KINGS HIGHWAY MOBILE HOME PARK site rental rate history for the preceding three years,
- (b) have the prospective resident sign the latest version of the KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements and Standards,
- (C) enter into a new KINGS HIGHWAY MOBILE HOME PARK Standard Lease for the home site,
- (d) have the prospective resident sign a copy of the current KINGS HIGHWAY MOBILE HOME PARK Fee Schedule
- (e) discuss questions regarding the guest, visitor, relative, parking, refuse, subletting, sale and other provisions of the KINGS HIGHWAY MOBILE HOME PARK Rules and Regulations, Entry Requirements and Standards, and
- (f) collect the first month's rent for the KINGS HIGHWAY MOBILE HOME PARK rental home site (less the application fees).

#### Resident

Step 9: At the closing of title of your home, in addition to all other legal documents and procedures regarding the home, and the new site lease, the seller shall provide a "Warranty that the Home is Free and Clear of all Liens" to the purchaser.

[NOTE III-D: If the KINGS HIGHWAY MOBILE HOME PARK Licensee (or his agent) procures the purchaser, the Licensee (or his agent) will, upon request, conduct the closing. There is no charge for this service.]

[NOTE III-E: Any back due land rent, late fees, taxes, other charges, and bad check fees constitute a lien on the home.]

The new site lease holder (new KINGS HIGHWAY MOBILE HOME PARK resident) is now the new owner of the home and entitled to all of the privileges of residency at KINGS HIGHWAY MOBILE HOME PARK.

Approximately 60 days prior to lease expiration the Licensee will offer to the resident a lease renewal for the continued use of the home site.

### **Addendum C -SECTION 21-79 CONNECTICUT GENERAL STATUTES**

(a) No owner or operator of a mobile manufactured home park shall require a resident who owns a mobile manufactured home, which is safe, sanitary and in conformance with aesthetic standards, to remove the home from the development at the time such mobile manufactured home is sold or a mortgage on such a home is foreclosed provided that the purchaser or foreclosing mortgagee shall assume and be bound by the rental agreement of the foreclosed mortgagor and shall be bound by the rules and regulations of the park.

(b) A mobile manufactured home shall be to be safe and sanitary if it is established that the mobile manufactured home was constructed in accordance with any nationally recognized building or construction code or standard. Failure to meet any such standard or the provisions of any such code shall not automatically raise a presumption that the mobile manufactured home is unsafe or unsanitary. Such failure shall not be used as a reason for withholding approval of an on-site sale unless such failure renders the mobile manufactured home unsafe or unsanitary.

(c) The owner of a mobile manufactured home park shall bear the burden of showing that a mobile manufactured home is unsafe, unsanitary, or fails to meet the aesthetic standards of the development. No aesthetic standard concerning those physical characteristics such as size, original color or original building materials, which cannot be changed without undue financial hardship to the resident, shall be applied against a mobile home.

(d) purchaser of a mobile manufactured home sold by a resident may become a resident of the mobile manufactured home park provided he meets the entry requirements for said park and such requirements are equally by the owner to all purchasers and prospective residents and the owner approves such entry. Such approval may not be withheld except for good cause. For the purposes of this section good cause means a reasonable cause for the owner to believe (1) that such intends to utilize the purchased mobile manufactured home for an or immoral purpose or for any purpose that would disturb the quiet enjoyment of the other residents of the park or (2) that the purchaser is or will be financially unable to pay the rent for the space or lot upon which the purchased mobile manufactured home is located. If the mover denies approval to a purchaser, he shall, in writing, state any reason for such disapproval. Such statement shall be delivered to the resident and the purchaser or prospective resident within ten days after the owner receives the completed application of the purchaser or prospective resident. Failure to deliver such notification within ten days shall be deemed to be approval.

(e) Any resident to sell his or her home shall request a written statement of the owner's intentions regarding the condition of the home. Within twenty days receipt of such a request, the owner shall approve the home's condition for resale or deliver a written statement to the resident specifying the reasons why the home is not safe, sanitary, or in conformance with aesthetic standards. Failure of the owner to respond within twenty days shall be deemed to be an approval of the home's condition for resale. If the resident the owner he may seek a declaratory ruling from the department of consumer protection. The resident may attempt to correct identified by owner and may again request the owner's approval of the home's condition for resale. If the resident again disputes the owner's response, he may once again seek a declaratory ruling from the department. An owner's statement of approval shall remain in force for not more than six months. No owner shall exact a commission or fee with respect to the price realized by the seller, unless he has acted as agent for the seller in a sale pursuant to a written contract, or charge a rent for the mobile manufactured home space or lot upon which the purchased mobile manufactured home is located greater than the prevailing rent for any other space or lot located in the

**Addendum D ... Section 21-80 CONNECTICUT GENERAL STATUTES**

(a) An action for summary process may be maintained by the owner of a mobile manufactured home park against a mobile manufactured home resident, who rents his mobile manufactured home from such owner, for the following reasons which shall be in addition to other reasons allowed under chapter 832 and except as otherwise specified, proceedings under this section shall be as prescribed in said chapter 832:

(1) A conviction of the resident of a violation of a federal or state law or local ordinance which the court finds to be detrimental to the health, safety and welfare of other residents in the park but no notice to quit possession shall be required;

(2) The continued violation of any reasonable rule established by the owner, provided a copy of such rule has been delivered by the owner to the resident prior to entering into a rental agreement and a copy of such rule has been posted in a conspicuous place in the park and, provided further the resident receives written notice of the specific rule or rules being violated at least thirty days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the space or lot; or

(3) A change in use of the land on which such mobile manufactured home is located, provided all the residents affected are given written notice at least three hundred sixty-five days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the lot.

b) (1) Notwithstanding the provisions of section 47a-23, an owner may terminate a rental agreement or maintain a summary process action against a resident who owns his mobile manufactured home only for one or more of the following reasons:

(A) Nonpayment of rent, utility charges or reasonable incidental service charges;

(B) Material noncompliance by the resident with, any statute or regulation materially affecting the health and safety of other residents or materially affecting the physical condition of the park;

(C) Material noncompliance by the resident with the rental agreement or with rules or regulations adopted under section 21-70;

(D) Failure by the resident to agree to a proposed rent increase, provided the owner has complied with all provisions of subdivision (5) of this subsection; or,

(E) A change in the use of the land on which such mobile manufactured home is located, provided all of the affected residents receive written notice at least three hundred sixty-five days before the time specified in the notice for the resident to quit possession of the mobile manufactured home or occupancy of the lot.

(2) An owner may not maintain a summary process action under subparagraph (B), (C) or (0) of subdivision

(1) of this subsection prior to delivering a written notice to the resident specifying the acts or omissions constituting the action or inaction complained of and allowing the resident twenty-one days in which to remedy such complaint

(3) Notwithstanding the provisions of section 47a-23, termination of any tenancy in a mobile manufactured home park shall be effective only if made in the following manner:

(A) By the resident giving at least thirty days' notice to the owner;

(B) the owner giving the resident at least sixty days' written notice, which shall state the reason or reasons for such termination, except that, when termination is based upon subparagraph (A) of subdivision (1) of this subsection, the owner need give the resident only thirty days' written notice, which notice shall state the total arrearage due provided, the owner shall not maintain or proceed with a summary process action against a resident who tenders the total arrearage due to the owner within such thirty days and who has not so tendered an arrearage under this subparagraph during the preceding twelve months.

(4) Except as otherwise specified, proceedings under this section shall be as prescribed by chapter 832.

(5) Nothing in this subsection shall prohibit an owner from increasing the rent at the termination of

the rental agreement of (A) the owner delivers a written notice of the proposed rent increase to the resident at least thirty days before the start of a new rental agreement; (B) the proposed rent is consistent with rents for comparable lots in the same park; and (C) the rent is not increased in order to defeat the purpose of this subsection. c) Notwithstanding the provisions of sections 47a-3.5 and 47a-36, if judgment is entered in a summary process action against a mobile manufactured home owner and resident based upon subparagraph (D) of subdivision (1) of subsection (b) of this section, execution shall not issue until six months from the date of such judgment. The court shall condition such stay of execution upon a requirement that the mobile manufactured home owner and resident make payments to the plaintiff in the summary process action in such installment as the court may direct for the use and occupancy of the premises during the period of such stay at the rate for which such mobile manufactured home owner and resident was most recently liable as rent or in such greater sum as is reasonable in such installments as the court may direct.

## MOBILE MANUFACTURED HOME PARK DISCLOSURE STATEMENT

This statement is provided to you as a prospective or current resident of KINGS HIGHWAY MOBILE HOME PARK, Ledyard, CT and is a general summary of your rights and obligations under Connecticut's mobile manufactured home laws. Refer to Chapter 412 of the Connecticut General Statutes for details of these laws. This disclosure statement does not add to or subtract from your rights and obligations under the mobile manufactured home laws. The park owner must keep a signed copy of this disclosure statement on file for four years after you vacate the park.

1. Monthly Rental Fee and All Other Fees Payable by You to the Park Owner. The rental fee payable during the term of the Rental Agreement is \_\_\_\_\_ (\$ \_\_\_\_\_) per month. The only other fees which you must pay to the Park Owner are as follows:

Any applicable pet fees. Any fees called for in the rental agreement.

2. The Length of the Rental Term. The Rental Agreement shall be for a term of One (1) year.

3. The amount of Land Which You are Renting. The approximate amount of land which you will be renting is: 50'W x 100'D

4. Obligations of Park Owner.

(a) The Park Owner must:

- (1) maintain the common grounds of the park;
- (2) mark your area of responsibility for the lot;
- (3) exterminate insects, rodents or other pests in the common areas of the park and, in certain cases, your lot and home;
- (4) maintain the structural soundness of the home if the home is owned by the Park owner;
- (5) maintain all utilities provided by the Park Owner;
- (6) provide adequate parking space; and
- (7) maintain the roads in the park.

(b) The Park Owner will also provide, without charge, the following: Sewerage & Water.

(c) A more detailed description of these obligations may be found in the Rental Agreement.

5. Your Responsibilities. You must:

- (a) pay the rent and all legitimate charges on time;
- (b) keep the home, lot and any supplied facilities in a clean and sanitary condition; and
- (c) comply with the rules and regulations of the park.

6. Your Rights Regarding Eviction.

The Following Rights Apply to You If You Own Your Home –

1. You may be evicted for one or more reasons:

- (a) nonpayment of rent or other proper charge;
- (b) a substantial violation of a law concerning the health and safety of Right other residents or the physical condition of the park;
- (c) a substantial violation of the Rental Agreement or rules and regulations of the park;
- (d) failure to agree to a rent increase at the end of your lease; or
- (e) a change in the use of the land on which your home is located.

2. In connection with reasons 6-1. (a), (b), (c), (d) and(e) above; you must be given written notice of the violation and 21 days in which to correct it.

3. You must be given 60 days written notice, called a Notice to Quit before your Rental Agreement may be terminated, except only 30 days written notice need be given if the reason for termination is nonpayment of rent or other proper charge.

4. If you are being evicted for nonpayment of rent or other proper charge, you may stop the eviction if you pay the arrearage within the 30-day notice period. However, you may only use this procedure once in any 12-month period.

#### The Following Rights Apply to You If You Rent Your Home, From The Park Owner

5. You may be evicted for any of the following reasons:

- (a) the term of the Rental Agreement has ended;
- (b) the Rental Agreement has ended because of a specific agreement that it would end if a certain event happened;
- (c) nonpayment of rent;
- (d) your failure to keep the home in good condition;
- (e) occupying the home without a right to occupy or after such right has ended;
- (f) your conviction for violating a law affecting the health, safety and welfare of other residents;
- (g) the continued violation of a rule of the park; or
- (h) a change in the use of the land on which your home is located.

6. You must be given 60 days written notice, called a Notice to Quit, before your Rental Agreement may be terminated.

#### 7. Your Rights And Obligations If You Sell Your Home - For Residents Who Own The Mobile Manufactured Home –

- (a) You may sell your home on its present lot if:
  - (i) your home is safe, sanitary and meets all the aesthetic standards of the park; and
  - (ii) the purchaser meets the entry requirements of the park. These requirements are limited by law.
- (b) The Park Owner carries the burden of proving that your home is unsafe, unsanitary or fails to meet aesthetic standards.
- (c) Before you sell your home on its present lot, you must ask for the Park Owner's approval of your home's condition for resale. If the Park Owner disapproves your home for resale, and if you disagree with this decision, you may ask the Department of Consumer Protection for a ruling on the condition of your home.
- (d) If the Rental Agreement requires any conditions to be complied with by you or the Park Owner at the time you sell your home, including aesthetic standards for resale, those conditions are attached to this disclosure statement.

8. Your Rights Regarding Changes in the Park Rules.

- (a) The Park Owner may make a change to the park rules only if the purpose of the rule is to:
  - (i) promote the convenience, safety or welfare of park residents;
  - (ii) prevent abuse of the Park Owner's property; or
  - (iii) distribute park services and facilities to park residents in a fair manner;
  - (iv) the rule is reasonably related to its purpose;
  - (v) the rule applies to all residents in a fair manner except reasonable exemptions maybe made;
  - (vi) the rule clearly informs you what you must do or cannot do; and
  - (vii) you receive written notice.

(b) If a rule change substantially modifies your Rental Agreement, this rule will not apply to you unless you consent in writing to the change or sign a new Rental Agreement which contains the rule change.

9. Protection of Your Rights

The Rental Agreement that you sign cannot take away any of the rights or protections given to you by the mobile manufactured home laws.

10. Written Rental Agreement.

Neither you nor the Park Owner may rent a mobile manufactured home or lot until a written rental agreement has been signed by you and the Park Owner. You should not purchase a mobile manufactured home without first contacting the Park Owner.

11. Department of Consumer Protection The Department of Consumer Protection enforces the laws concerning mobile manufactured home parks. If you have any questions concerning these laws, write to: Department of Consumer Protection, State Office Building, 165 Capitol Avenue, Hartford, Connecticut 06106.

I/We acknowledge receipt of a copy of the above disclosure statement.

SIGNED: \_\_\_\_\_ Effective (\_\_\_\_\_)

PRINT: \_\_\_\_\_