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2013

# PARK RULES

&

# REGULATIONS

*Guidelines for Living  
in*

*Our Manufactured Home Community*

**NOTICE REQUIRED BY LAW** – Pursuant to R. I. G. L. Section 31-44-8, please be advised as follows:

“The terms of your tenancy must be in accordance with the Rhode Island Mobile and Manufactured Home Act, title 31, chapter 44, Section 31-44-3 requires all the rules and regulations governing your tenancy to be fair and reasonable. Unreasonable rules, or those not in compliance with Section 31-44-3, cannot be enforced against you.”

“No licensee may offer a mobile and manufactured home or a mobile and manufactured home space or lot for rent without showing to the prospective resident a copy of the written lease before the resident occupies a mobile and manufactured home space or lot. No licensee may rent a mobile and manufactured home or mobile and manufactured home space or lot until a written lease has been signed by the resident and the owner. The term of the lease shall not be for less than one year unless the resident requests, in writing, a term for less than one year, or indicates in writing that he or she does not desire a written lease.”

“The licensee of this park shall not require you to deal exclusively with a certain fuel dealer or other merchant for goods and services in connection with the use or occupancy of your mobile and manufactured home lot unless that restriction is necessary to protect the health, safety, or welfare of mobile and manufactured home residents in the park. If you are required to deal with a certain dealer or merchant, the price you pay for goods or services may not be more than the prevailing price in this locality for similar goods and services.”

“An increase in rent, non-renewal of lease, refusal to offer a lease, or termination of tenancy which is taken against you by a licensee as a penalty for reporting a violation of the Mobile and Manufactured Home Act or of any applicable building or health code, or for any other justified complaint to a governmental authority is a reprisal and is prohibited by law.”

## **Introduction**

The term Park Rules & Regulations is synonymous for Community Guidelines as Kingstown Mobile Home Park is synonymous for Community in this document. The Park Rules & Regulations have been established for Residents living in Kingstown Mobile Home Park to ensure a peaceful co-existence with the rights and responsibilities of both Management and Residents clearly defined.

There are three purposes of the Park Rules & Regulations. The first purpose is to briefly outline and apply the laws of the Federal, State, and Local governments as they relate to manufactured home communities. The second purpose is to define health and safety rules to prevent injury to community residents. The third purpose is to promote living in our community. Included in this purpose are landscaping and maintenance requirements for individual home sites as well as home standards.

### **1. Access by Management**

- a. The Park Management may at any time enter an individual space/lot for the purpose of making emergency repairs.
- b. The Park Management may at any time enter an individual space/lot to abate any nuisance being conducted or being allowed to continue by the Resident.
- c. The Park Management may at any time enter an individual space/lot for the purpose of inspection for compliancy with the Park Rules & Regulations.

### **2. Additions**

- a. Additions to homes are not allowed.
- b. Existing additions if damaged may not be replaced.
- c. Additions that are open (porches) may not be enclosed.
- d. Any work on existing additions must be approved by the Management.

### **3. Addresses (Home Numbers)**

- a. The North Kingstown Fire Department requires street numbers (addresses) placed on each home front.
- b. The letter and numbers must be at least 2 ½ inches high.

### **4. Animals (Pets)**

- a. **One small dog** or one cat (a pet), weighing twenty pounds or less as a fully matured animal, is permitted per home. Pets must be registered with the Management and pet owners must sign a pet agreement. (See appendix A.) An allowance for a guide, signal, or service animal shall apply. For health and safety reasons, pets shall be kept indoors.
- b. Installations of outside doghouses, kennels, line-runs, or fenced-in runs are prohibited.
- c. Dogs must be on a hand-held leash when outside, and not permitted to run freely around the community. **Dog owners shall keep their dogs in their yards and not walk them in the road.** Dogs shall not be tied-up out doors.
- d. Dog owners shall pick-up after their pets. Pet waste must be disposed of immediately.
- e. Guests and visitors may not bring pets or animals into the Park, except service and guide dogs, without obtaining written permission from Management.
- f. One cat per home will be permitted if the animal is neutered or spayed. Residents must provide proof that the cat is neutered or spayed. Under no circumstances shall there be more than one cat per home.
- g. Rabbits or rabbit hutches will not be permitted.
- h. Livestock or poultry of any kind shall not be raised, bred, or kept.
- i. Snakes, monkeys, pigs, ferrets, large lizards, or any other exotic pets or naturally wild animals are not allowed to be kept in the Community.
- j. For health and safety reasons, Residents shall not feed wild animals like opossums and skunks. Residents shall not attract wild animals by leaving dishes containing pet food on their decks, steps, or in their yards.

### **5. Antennas/Satellite Dishes**

- a. Mast type antennas are not permitted.
- b. Satellite dishes are permitted provided they are professionally installed, do not exceed 24" in diameter, and are mounted on the roof of the home or the roof of the storage shed. Pole mounted satellite dishes are not permitted. Any wiring that must be installed in the ground must be pre-approved by the Park Management.
- c. Any permitted satellite dish must be sited in the **least visually obtrusive location** possible and shall not be located in the front of a home.

### **6. Assignment**

- a. Residents may not assign a lease or sub-let to a would-be occupant or resident.
- b. All new residents are required to be approved in writing for tenancy.
- c. The Community Management may deny tenancy if it is determined the applicant does not have the financial ability to pay the rent, maintain the home, and/or he/she will not comply with the Community Guidelines.

### **7. Bicycles**

- a. **Children may not ride bicycles in the Community without adult supervision.**
- b. Everyone who rides a bicycle should wear a helmet.

- c. Flags should be mounted on the rear of children's bicycles and extend upward several feet for visibility and safety.

## **8. Business Operations**

- a. Residents may use their Manufactured Homes for limited home based business activity provided the home continues to be used primarily for residential purposes. The business may not create a lot of vehicular traffic and noise. Street signs advertising a business or signs mounted on the home or in a window of a home are not permitted. The business may not involve employees, clients, customers, vendors, and contractors, etc. visiting the home. No excessive deliveries or pick-ups of mail or packages are allowed.
- b. The business may only be operated out of the Resident's home. Automobile repair and sales businesses are not permitted.
- c. Pet breeding or pet boarding businesses are not permitted.
- d. Operating child care services is prohibited.
- e. Yard sales are not permitted.
- f. Any home based business must comply with the zoning ordinances of the Town of North Kingstown.

## **9. Children**

- a. Residents are totally responsible for the actions of all occupants in their home.
- b. Children must be supervised at all times.
- c. **Children may not play in the road, empty home sites, wooded areas or other residents' yards.**
- d. Residents may not erect swing sets, play houses, and/or sandboxes on their home site. Other bulky play equipment must be stored in a shed when not in use.
- e. Swimming pools or wading pools are not permitted.

## **10. Clotheslines**

- a. Umbrella clotheslines are the only type of clothesline permitted in the Community. Residents must ask where to locate the clothesline pole as it is possible to damage subterranean piping or wiring upon installation.
- b. Hanging clothes on a rope or line is not permitted.
- c. Hanging laundry on a deck railing is not permitted.

## **11. Complaints**

- a. Complaints must be in writing in order for the Management to take action. Complaints should include the date, time, and all other means of identification.
- b. One letter can be written and signed by many residents.
- c. The Management will not reveal the source of a written complaint unless forced legally to do so.

## **12. Contractors**

- a. **Only licensed and insured contractors are permitted to work on homes** in the Community. A photo copy of the contractor's license and insurance must be provided to the management.
- b. Community management must approve the selection of a contractor(s) prior to a resident entering into a contract.
- c. A written description of the work provided to the Management by the home owner and a list of materials or a diagram of the proposed construction.

### **13. Decks**

- a. All decks shall be built of pressure treated lumber or composite decking material, have handrails on all open sides and on the steps.
- b. Decks shall not be located within 10 feet from a septic system.
- c. All decks must have railings and balusters and they must be painted white.
- d. Resident's must obtain written permission from the Management and a Permit from the Town of North Kingstown prior to construction.
- e. Decks are not to be used for storage. The only items permitted on a deck are one table, four chairs, and a barbeque grill. These items may not be duplicated in number in the home site.
- f. Decks may not be enclosed.

### **14. Electric**

- a. Electrical power shall be supplied by an approved utility or municipally owned utility and shall be metered and billed to each Resident.
- b. All electric repairs are to be done by a licensed electrician at the Resident's expense.
- c. Residents will properly care for the electric system in their homes. Residents will not interfere with or cause damage to exterior electrical meters, cables, or connections.

### **15. Fires, Fireworks**

- a. Open fires are not permitted. This includes fire pits, camp fires, and barrels for burning trash, and Tiki torches.
- b. Gas grills for outdoor cooking are allowed, provided they are situated at least ten feet away from a neighbor's home and property.
- c. The use of any fireworks within the Park is expressly forbidden.

### **16. Fuel Tanks**

- a. Oil tanks that are placed on the ground have a life of about fifteen years. Direct contact with the moist earth promotes condensation and rust. Should oil leak onto the ground from a Resident's oil tank, the Resident would be responsible for the clean-up, which is very expensive (thousands of dollars). Old tanks shall be replaced with above ground tanks equipped with leak containment barrier ( tank caddy) capable of holding the entire contents of the tank.
- b. The Town of North Kingstown requires oil tanks and propane tanks to be placed on cement. **Oil tanks older than fifteen years that have direct contact with the ground must be replaced with new above ground tanks.** Residents must request permission from the Management as to location of the tanks, cement rounds and/or slabs.
- c. Propane tanks must be maintained in good condition and painted with either silver or white paint.

### **17. Guests**

- a. Residents are at all times responsible for the conduct of their guests.
- b. No guest is allowed to occupy the home unless the Resident is present in the home.
- c. Guests who stay more than a total of twenty (20) consecutive days or a total of thirty (30) days during the duration of the Resident's lease must have written Management approval.
- d. Notwithstanding the foregoing in this section, a Resident who lives alone and qualifies to have a Health Care Provider may share his home with said Health Care Provider. The Health Care Provider shall be considered a guest and shall not have rights of tenancy in the Community, but shall comply with the Community Guidelines. The Health Care Provider shall provide proof that identifies him/her as licensed to provide such care and the term of the services to be given.

## **18. Home Site Boundaries**

- a. The home sites in the Community are generally measured from the front door of the home to within three feet of the neighboring home, allowing the neighbor access to work on his/her home. Rear stairs may exceed the three feet measurement in order to comply with the building code. There is no standard for the size of a home site in the community.
- b. The rear boundary of a home site abuts a service road. Although, in some cases the service road is no longer in use, the Resident may not use the service road land.
- c. Residents are not permitted to store items, install a shed, or plant a garden in the empty land behind their home.
- d. If a home site abuts an empty lot, the Resident shall not assume that empty lot or any portion of that empty lot is part of their home site.
- e. Shrubs, hedges, and/or trees planted along a presumed lot line, shall be removed when and if the plantings interfere with the Community operations.

## **19. Home Site Maintenance and Care**

- a. Grass must be kept cut (4" high maximum). If a Resident fails to keep the grass in his home site cut, the Management will have it cut at the Resident's expense.
- b. Tree and bush removal is not permitted by Residents; however, maintaining existing shrubs and gardens is the home owners' responsibility. Trees and shrubs may not be added to the home site without written permission from the Management. New hedges are not allowed. Older hedges may be removed if access to the home site's infrastructure is impeded or they interfere with new construction.
- c. Gardens must be pre-approved in writing by the Management as digging in the ground of the home site may cause damage to subterranean wiring. Vegetable gardens are not to be placed in front of a home with the exception of incorporating vegetable plants in a French "potager" garden- a happy intermingling of vegetables, flowers, and herbs.
- d. Gardens (flower or vegetable) shall not be larger than 6' X 6' (with the exception of the planted area directly in front of a home). Fencing around a garden is not allowed. Gardens may not be situated within ten feet from the septic system. Water gardens are not allowed.
- e. Home Sites are not for open storage. **The only items allowed to be openly stored are a barbeque grill, one table, four chairs, and either a chaise or a moveable glider**, all of which are to be maintained in an attractive and neat condition.
- f. Resident's yards shall be maintained in a clean, weed free, well-cared for, litter-free condition, and all landscaping, lawns, and shrubs shall be kept trimmed.
- g. **Children's toys shall not be left outside.** They must be put away after use so the resident's yard is uncluttered.
- h. Residents shall be responsible for the maintenance, repair, replacement, paving, sealing, and any other expense related to the maintenance of the parking area on their home's space/lot due to automotive fluid damage. A Resident may be charged for the cost to repair any damage caused by automotive fluids to the parking space.

## **20. Information**

- a. The Town of North Kingstown requires the Management to maintain a registry of Residents. The required information includes: name of legal owner of the home, the lessee's name, names of all occupants, and the registration number of any and all motor vehicles in the possession of the home owner and occupants, and the number of school age children. Also required is information about the home: the serial number, the home's make, size, year, and model, and the street address.
- b. Residents must provide updated information whenever changes occur.

- c. **All occupants of homes in the Community must register with the Management.**
- d. Residents must provide a current telephone number. (See 33. Telephone Numbers)

## **21. Liability, Personal Injury, Property Damage**

- a. The Management will not be responsible for fires, lost or stolen property, personal injury, or property damage sustained by any Resident or guests while in the Community. The Resident shall forever hold and keep the Community Owner and Management harmless and indemnified on account of any loss, cost, damage, or liability resulting from the violation by the Resident of any such statute, ordinance, regulation, order, or decree, or based or in any way arising out of the use and occupancy of the premises, home, or home site by the Resident. Furthermore, the same shall apply to all areas of Kingstown Mobile Home Park.
- b. If the Resident incurs any damage from storms, fire, vandalism, or acts of God, the Resident must make the necessary repairs to restore the home within fifteen (15) days. If the damage cannot be repaired within fifteen days, the Community Management may require that the home be removed from the Community for repairs at the expense of the Resident.
- c. The Community Management does not grant authority to any Resident to bill the Community for work done to their home, to the Community's water, septic, or electric systems, tree cutting, paving, or any other manor of work without written authorization from the Community Management.

## **22. Occupants**

The pad site and home will be occupied by only the person owning the home and those occupants specifically named on the Resident Information Sheet and lease.

## **23. Painting (Exterior)**

- a. Plans for painting, along with color samples or swatches or color samples shall be submitted for approval to the Management.
- b. No more than three (3) colors shall be used on the home including shutters, awnings, or railings. The primary (main) color of the home must be light in tone, from white to the mid tone on the color spectrum. Muted pastels and light earth tones are encouraged.
- c. Spray painting is not permitted.

## **24. Parking**

- a. Residents may not park vehicles on lawns or grass, except when it is necessary to remove vehicles from the road to facilitate snow removal from the road.
- b. Parking or driving on top of a septic system is prohibited. Any repairs to a septic system or yard that was damaged as result of a vehicle's weight shall be paid by the Resident.
- c. Parking in another Resident's parking space or in front of another Resident's home is prohibited, unless permission is given by the neighboring Resident.
- d. Residents must remove all vehicles from the road when a snow storm is pending. Vehicles parked in the road at the time of snow plowing will have their vehicles towed.
- e. If space permits, Residents may increase the size of their parking areas (in asphalt) so that they will have parking for two vehicles. Paving must be approved by the Management in writing and paid for by the Resident.

## **25. Prohibited Conduct (Noise, Abusive Language, & Intoxication)**

- a. Any noise which disturbs the peace of Residents in the Community is not allowed at any time. Ten Foot Rule Applies: If you stand ten feet from a home that has all the windows closed and doors shut and hear the television or stereo, the noise is too loud.
- b. Abusive language, intoxication, or any actions related to alcohol or illegal drug abuse by anyone including Residents, Guests, and Health Care Providers which may be dangerous or may create a health and safety problem or disturb others is strictly prohibited.
- c. Any conduct that is unusual, illegal, disturbing, threatening, loud, quarreling, fighting, or disorderly is prohibited. Failure to comply with this rule constitutes grounds for eviction, depending on the severity of the incident.
- d. Any tampering with utilities or telecommunication services is prohibited.
- e. Possessing a weapon prohibited by State Law.
- f. Discharging a weapon or firearm in the community is prohibited.
- g. Possessing a controlled substance or drug paraphernalia is prohibited.
- h. Growing, processing, and selling marijuana is prohibited.
- i. Any disruption of Community operations is prohibited.

## **25. Refuse & Rubbish Removal**

- a. Accumulation of trash, garbage, or other types of refuse is not only a violation of the Community Guidelines, it is also a health hazard.
- b. Storage of rubbish and junk around the home is strictly forbidden. This includes items not normally taken by the Community Refuse Service (couches, furniture, mattresses, water heaters, washers, dryers, refrigerators, air conditioners, paint, construction debris, used motor oil, automobile tires, and yard refuse).
- c. The Management will remove rubbish and junk at the Resident's expense.
- d. Residents shall not litter. Throwing cans, bottles, fast food wrappings, and/or cigarette butts on the ground anywhere in the Community is prohibited.
- e. Refuse bags must not be placed beside the dumpster. Cardboard boxes are to be flattened prior to placing them in the dumpster. Bulky items and white goods shall not be placed in or around the dumpster. Residents must take bulky items and white goods to the town transfer station for disposal.

## **26. Rent Payment**

- a. Rent is due on the first day of the month and it is actually late after a seven day grace period or after the seventh day of the month and subject to a .05% late fee.
- b. Rent payments shall be made by checks or money orders.
- c. Rent payments must be mailed to P.O. Box 1099.

## **27. Repairs to the Home (see 11. Contractors)**

- a. All repairs and/or improvements must be approved by the Management in writing.
- b. The homeowner shall inform the Management in writing as to the type of repair or improvement they want to make, the type of materials to be used, who will be doing the work, and the beginning and ending dates of construction.
- c. Any change in the color of the home must be approved by the Management.
- d. North Kingstown requires Building permits for most repairs and/or improvements.
- e. Only licensed contractors are permitted to work on homes in the Community. A photo copy of the contractor's license and insurance must be provided to the management.
- f. management.



- g. Community management must approve the selection of a contactor(s) prior to a resident entering into a contract.

## **28. Resale**

- a. A Resident must notify the Manager in writing of his/her intent to sell prior to listing the home for sale. The Manager will then inspect the home within ten days of the receipt of the notice. The Manager, within ten days after the inspection, will notify the Resident in writing, of any modifications, repairs, or changes which need to be made prior to the sale of the home or whether or not the Resident's home complies with all requirements for the home to remain in the Community.
- b. The Resident and his/her home must be in full compliance with the Community Guidelines. The rental account.
- c. Sanitary requirements: the home is clean and does not have pests or vermin in or under the home. The home must be power washed.
- d. Safety requirements: the home has no dry rot, the roof does not sag or leak, the flooring does not sag or is soft due to water damage, the windows are in good repair, all appurtenant structures are sound and in good repair.
- e. Aesthetic requirements: the home and all appurtenances to it must be aesthetically pleasing. They must be appealing to look at. They must be clean and free of rust, dirt, decay, and mold. The roof must be free of debris. The skirting of the home must be sound, without gaps and rot. The home must be level. The home site must be visually compatible with other homes in the community, not over grown with weeds.
- f. Prior to a sale (not more than five (5) days), the home owner must have the septic system pumped out by Paul Mumford & Son. The cost is the responsibility of the seller.
- g. Prior to a sale, the home owner must have the exterior of the home, stairs, deck, shed cleaned.

## **29. Seasonal Decorations**

- a. Outdoor Christmas Lights and decorations are permitted but must be taken down each year by January 15<sup>th</sup> and cannot be put back up until December 1<sup>st</sup> of the following year.
- b. Halloween decorations are permitted from October 1<sup>st</sup> to November 2<sup>nd</sup>.

## **30. Septics**

- a. Waste water shall not drain directly onto the ground.
- b. A home's septic system shall be pumped out one week prior to the sale of the home. The pump out can only be done by Mumford & Son and payment is the Resident's responsibility.
- c. If the excessive use of a washing machine causes a problem with a septic system, the Resident shall be responsible for restoring the system by unclogging the sewer pipe and/or pumping and treating the system.
- d. Problems with any septic system in the Community caused by Resident's excessive water usage which goes into the septic system or putting unacceptable material into the system shall be remedied at the Resident's expense.

## **31. Sheds & Screened Rooms**

- a. One shed, 8'X10' or smaller, per home site is permitted.
- b. Residents must request permission the Management in writing to place a shed on their home site.
- c. **Residents must obtain a permit for the shed from the Town of North Kingstown.**

Sheds may not be constructed on the home site.

- d. **Metal sheds are not allowed.** If a metal shed existed on the home site prior to 2003 and the shed doors do not close, the walls are noticeably dented, and/or the roof is damaged the shed must be removed from the home site.
- c. Sheds must be the same colors as the home.
- d. The location of the shed shall in no way interfere with, cause damage to, or impede access to the Community's infrastructure, including septic systems, electrical, cable, and water lines.
- e. Sheds may not be placed in the service roads. Sheds must be placed away from neighboring homes by at least eight feet if possible.
- f. Existing non-conforming sheds shall be brought into compliance within sixty (60) days of signing this lease or signing a receipt of the lease or similar proof of notification.
- g. Outdoor Screened Rooms or tents of any kind are not permitted because they impede access to the home site's infrastructure.

### **32. Signs**

- a. Political signs are not permitted in the Community.
- b. Contractors signs are not permitted in front of a home. They may be placed on a vehicle owned and used by the contractor.
- c. One "For Sale" sign is permitted in a window of a home. The sign must not exceed 2' X 2' and contain no more than the words "For Sale", an address, and a telephone number.

### **33. Skirting**

- a. Skirting must be of manufactured home type vinyl and the color must be pre-approved by the Management. Skirting must be installed vertically with a two track system. A door or access hatch is required in order to inspect and/or repair plumbing.
- b. Wood or metal skirting is not allowed.
- c. Poorly maintained wooden skirting must be replaced with approved vinyl skirting.
- d. Homes, Decks, Steps, and Sheds must be skirted.

### **34. Speeding**

- a. The speed limit in the Community is 05 m.p.h. This applies to Residents, guests, school buses and vendors.
- b. Speeders will be given written warnings. If the offender is a Resident and he/she fails to slow down after being warned, the Resident's tenancy may be terminated.
- c. If the offender is a guest, he/she will be asked to slow down. If the guest refuses to comply, he/she will be told to remove their vehicle from the Community.

### **35. Steps (Stairs)**

- a. Steps are required at all doors. All steps must have handrails.
- b. Concrete blocks are not permitted to be used as steps.
- c. The width of the treads must meet the R.I. building code.
- d. Steps that are worn, cracked, decayed, or otherwise in poor condition must be replaced.
- e. The tops of steps are to be kept free of clutter and not to be used for storage.
- g. Steps must be skirted to prevent animals from entering. Lattice is not approved.

- h. Rear steps shall not extend into the neighboring yard by more than four feet unless approved by the management.

### **36. Telephone Numbers**

- a. Residents are required to provide a current phone number to the Management so they can be contacted if it becomes necessary or if an emergency or safety situation arises.
- b. Residents are required to give emergency contact information to the Management in case of injury or incapacity of the Resident. These numbers shall be held in the Resident's file only.

### **37. Trespass**

- a. Residents shall not trespass onto home sites of other Residents.
- b. Residents shall not trespass onto any vacant home site, unoccupied home site, the service road, or any adjacent empty lands.
- c. Residents and their guests shall not trespass onto any empty or undeveloped land abutting the community.

### **38. Use**

- a. The home sites in the Community are for private dwellings and shall be occupied by not more than two (2) persons in a one bedroom home and no more than four (4) persons in a two bedroom home.
- b. The home shall not be used for any purpose which may violate any state statute or law.

### **39. Vehicles**

- a. Each home is limited to two vehicles. An additional fee of \$35.00 is required for each vehicle in excess of two.
- b. Only passenger vehicles in good repair and condition shall be kept in the Community.
- c. **Vehicles shall not be repaired in the Community or on a Resident's parking area.**
- d. The changing of oil and other automotive fluids is prohibited in the Community due to liability issues and environmental concerns arising from illegal disposal and environmental concerns seen as run-off spillage.
- e. No large trucks, boats, motorcycles, trailers, campers, or RVs are permitted in the Community.
- f. Vendor's trucks and vehicles are permitted in the Community while work is being done.
- g. No trucks or cars are allowed on the service roads.
- h. Only registered vehicles are permitted. Storage of unregistered vehicles is not allowed.
- i. Management shall issue a sticker to each Resident's vehicle to be placed in the front windshield passenger's side, lower right-hand corner. All stickers shall be removed ten (10) days prior to the close of escrow when a Resident's manufactured home is sold and returned to the Management. Vehicles sold by Residents must have the stickers removed and returned to the Management before a new sticker can be issued.
- j. Vehicles with flat tires or in any condition which renders it inoperable will be towed.

### **40. Water**

- a. Excessive use of water is not permitted. Excessive use is defined as washing of automobiles and parking areas, running water in the home in winter to prevent pipes from freezing, running sprinklers for long periods of time, watering gardens with a hose, and washing laundry of family

members and friends using the Resident's washer. In order to conserve water, **watering gardens with a sprinkler is prohibited.**

- b. Exterior water pipes must be properly wrapped with an U.L. approved electric heat tape and
- c. wrapped with a waterproof paper or plastic tape covering over a wrapping of foam insulation or fiberglass insulation made for this purpose. Water pipe heat tapes must be properly installed to work efficiently and effectively. Tapes must be checked prior to each cold weather season to insure that they operate.
- d. Residents shall install whole-house water shut-offs in their homes and individual shut-offs for kitchen and bathroom faucets and toilets. Residents are not allowed to open the water pit covers to access the valves in the water pits.
- e. In the event of broken or leaking water pipes, the Manager must be notified. Any tampering with Community utility systems by Residents is cause for eviction.
- f. Residents will not be billed for water consumption. Water consumption will be audited on a monthly basis. 3,000 gallons will be allowed per **registered resident** per month. Water meter readings in excess of the 3,000 gallons per resident per month will be a violation and the resident will receive a written warning. If a subsequent reading continues to be in excess of the allowed 3,000 gallons per resident per month, the resident violator will be evicted.

#### **41. Wood Piles and Wood Stoves**

- a. Wood piles (for the purpose of heating a home) must be neatly stacked and maintained, located in an inconspicuous place (not near the front of the home), and not excessive in size.
- b. Stacks of wood pallets are considered excessive in size and not allowed.
- c. Wood piles may not be placed against a tree or located within ten feet of a septic system or water supply.
- d. Wood piles may not be placed on a Service Road.
- e. Wood or pellet stoves must be inspected by the North Kingstown Fire Marshall for proper and safe installation and approved by the Building Inspector prior to use.
- f. f. Wood stove chimneys need to be cleaned periodically to prevent fires from creosote build-up.
- g. Wood or pellet stoves must be vented through the roof, not the side of the house.
- h. Wood stove chimneys must have screens to prevent live embers from becoming airborne.

**INDEMNIFICATION:** The Park Management shall not be liable for any damage or injury to any Resident or any other person, or to any property, occurring on a Resident's Space/lot, any space located in the Park, or any part of such space, any common areas, or any Park facilities, unless the damage is the proximate result of gross negligence or willful misconduct of the Management or its agents. The Resident agrees to indemnify, defend, and hold harmless the Management for any liability, costs (including reasonable attorneys' fees), or claims for personal injuries or property damage cause by the negligent, willful, or intentional act or omission to act of the Resident, the Resident's household members, invitees, agents, visitors, or unlawful occupants or any other persons.

**WAIVER:** The Community Manager retains the right, to wave, in writing, any one or more of these rules with respect to any one or more Residents. Waiver of any rule or right shall not be deemed a waiver of any other rule or right unless expressly stated therein, nor shall a waiver on behalf of any specified individual or individuals be deemed a waiver for any unspecified individuals.

**MISCELLANEOUS:** No action or omission of the management or the management's representative will be considered a waiver of any subsequent violation, default, or time or place of performance. The management, by not enforcing or belatedly enforcing written notice requirements, rental due dates, liens, or other rights, is not a waiver under any circumstances.

**FORCE MAJEURE:** If the management is prevented from completing performances of any obligations here under by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire,

hurricane, tornado, or any other occurrence which is beyond the control of the management, then the management shall be excused from any further performance of its obligations hereunder.

**AMENDMENTS:** The Community Manager may add amendments or delete any of the Community Guidelines at any time, and copies of such amendments shall be distributed to Community Residents at least forty-five (45) days prior to the effective date of the addition, change, deletion, or amendment. Such addition, change deletion, or amendments shall become effective forty-five (45) days after notice is given to Residents.

I/We, the undersigned Tenant/Resident do hereby acknowledge receipt of these Community Guidelines, and do hereby agree to abide by these Community Guidelines, and further acknowledge that failure to comply with these Community Guidelines may result in my/our eviction.

Tenant/Resident\_\_\_\_\_ Date\_\_\_\_\_  
Signature

Tenant/Resident\_\_\_\_\_  
Print Name

Tenant/Resident\_\_\_\_\_ Date\_\_\_\_\_  
Signature

Tenant/Resident\_\_\_\_\_  
Print Name

Park Owner/Manager\_\_\_\_\_ Date\_\_\_\_\_