



Redbud Estates

2500 Farm Bureau Rd. #1000
Manhattan, KS 66502

Manufactured Home Community

RULES AND REGULATIONS

Please note that these Rules and Regulations have been established for the mutual convenience and benefit of all residents. Only if each individual resident observes these rules and regulations faithfully can we maintain the quiet, orderly, safe and enjoyable atmosphere that they were designed to provide. The management of this community offers equal housing opportunities. We do business in accordance with the Federal Fair Housing law and will not discriminate against any person because of race, color, religion, sex, national origin or any other protected status.

1. **OCCUPANCY.** All prospective residents must make written application and be approved before moving into the community. The application will be reviewed for income level, past and present credit, job stability, former landlord or rental reference and personal references. Every person approved, as an acceptable resident by management, will be offered a copy of the Rules and Regulations. Residents will then be offered a month-to-month Rental Agreement. The Rental Agreement may be terminated by either party in accordance with the terms of the Rental Agreement. All adults living on the premises shall be registered on the Rental Agreement and, registered or not, shall be held jointly and severally liable for the rent due under this agreement, and the performance of the terms and conditions of the agreement. **Management reserves the right to an interior inspection of all rental homes with a 24-hour advance notice. In an emergency, management reserves the right to an interior inspection without notice.**

2. **RENTAL PAYMENTS.** Rent is due and payable in the form of a personal check, cashiers check, money order, or credit & debit cards on the first day of each month. Cash payments are discouraged. Payments shall be made at the office during normal business hours. Rent payments become delinquent on the seventh day of each month. A \$40.00 late payment charge will be assessed after 5:00pm on the 7th of each month. Checks returned by the bank for insufficient funds will not be tolerated. A charge of \$30.00 will be made on all returned items plus any additional charges charged to Redbud Estates and late charges will be assessed. Money orders, credit card, cash or cashier's checks only will be accepted in replacement of returned checks.

- 2a. **WATER/SEWER PAYMENT.** Water utilities are the responsibility of the tenant and payable on the same schedule of rental payments. Water utility bills will be billed through the Redbud Estates office on a monthly basis. Water utility payments become delinquent on the seventh of the month. A late fee of 1% of the total utility bill will be assessed after 5PM on the 7th of each month.

3. **SECURITY DEPOSIT REFUND.** A security deposit is due before a lot or rental can be occupied. All deposits paid are refundable by mail 30 days after Resident's departure providing they have complied with the terms of the Rental Agreement, signed a 30-day written "notice to vacate" in the management office, leave the lot/home in good condition, make certain all utilities have been properly disconnected,

accrued debts have been paid and a forwarding address has been provided to management. Renters need to make sure that they turn in a move out inspection report and have carpets professionally cleaned before turning in the keys. If a rental fails inspection the cost to repair and/or clean will be deducted from the security deposit, or if in an amount greater than the security deposit, the tenant is liable for such amount. If utilities are turned off prior to the reported move out date, the security deposit is forfeited and any cost incurred by Redbud Estates to repair weather related damages will be the responsibility of the tenant. A \$100 charge will be assessed if keys are not returned to cover the cost of changing the locks. Checkout inspections by appointment will be conducted during regular business hours only.

4. **SIZE AND TYPE OF MOBILE HOME ALLOWED ADMITTANCE.** In accordance with the objective of Management to develop and maintain a first class mobile home park, only those units which are less than 10 years old, at least 14 ft. wide, in good condition and clean in appearance will be considered. Management has the right to accept or reject the mobile home based solely on the age, deterioration or obsolescence of the interior or exterior of the mobile home. Patio covers, awnings, carport covers, and other types of structures of any kind must be approved by management prior to erection.
5. **NUMBER OF RESIDENTS AND RELATIONSHIP TO SIZE OF LIVING UNITS.** The owner or owners of the mobile home must be the resident and must occupy the mobile home during the full term of the residency. Subject to management permission and other provisions herein, a person in addition to the owner may be a resident in the home. No mobile home situated on the premises shall be used for dwelling purposes by more than one family unit, and the resident hereby agrees to obtain permission from management if any such mobile home is to be used for the purpose of housing guests for a period of longer than two weeks. The resident will not use the premises for use other than as a family dwelling. Mobile home occupants should not exceed the number which would create an unsafe and/or unhealthful living environment and shall not exceed any limits established by the local health department or code services.
6. **MOVING AND PARKING OF MOBILE HOMES.** Mobile homes will be originally parked and subsequently moved or removed from the community only by an authorized moving contractor with the approval of management. Mobile homes shall be moved in or out at such favorable weather periods as may be mutually agreed upon. No home is to enter or leave without clearance approval of management. All debts owing Redbud Estates must be paid in full prior to the removal of the home.
7. **UTILITY CONNECTIONS.** The resident is responsible for all hookups to his home including conformity to all codes. Applying for hookups, permits and service is the resident's responsibility. Tampering with any hookup is strictly forbidden. In case of trouble with the Redbud Estate's services, contact management. The resident shall pay to repair any damage caused by himself and/or his family members. Resident is also responsible for damage caused by his guests or his employees. The resident is responsible for maintaining in good repair any and all water, sewer, gas, and electric lines or pipes outside the mobile home to the point of connection with community facilities. All mobile home water lines shall be protected with heat tape to prevent freezing. Residents will pay for the repair of frozen or broken water lines from the water pit into or in their mobile homes. **Residents will be responsible for costs of broken water meter replacement due to the freezing of water pipes.** It is not the responsibility of management to repair any Health Department violations against your home if it is a problem concerning improper hookups or improper sewer connections. However, management is responsible for making all repairs from the ground level down (with the exception of misuse, such as obstacles found in lines underground or damage caused by tenant's neglect). Water meters are the responsibility of Redbud Estates. Management is also responsible for maintaining the electrical boxes outside your mobile home. Residents hiring any repair work shall be responsible for all costs incurred. Arrangements for all utilities, including cable television and telephone (except trash which is furnished, but may not always

be furnished) will be made by the resident and all payments for connections and monthly bills are likewise the responsibility of the resident. A KPL confirmation number is required prior to occupancy. Redbud Estates does not guarantee telephone wiring in rental homes to be in working order, nor will Redbud Estates accept any responsibility for the cost of repair work on any rental home telephone wiring.

8. **NECESSITIES FOR MOBILE HOME INSTALLATION.** Each resident must have the following items installed within thirty (30) days of occupancy:
- a. Entrance/exit steps must meet the highest standards of rigidity and appearance.
 - b. Skirting must be vinyl and installed within thirty (30) days of occupancy and such skirting must be in harmonizing colors and secured to top and bottom of framework.
 - c. Wheels, tires, and hitches must be removed or concealed.
 - d. All mobile homes must be anchored according to Kansas law.
 - e. Each home must have the address number attached to the home and visible from the street.
 - f. Arrangement for all utilities, including cable television and telephone (except water, trash, and sewer which is furnished) will be made by the resident and all payments for connections and monthly bills are likewise the responsibility of the resident. A KPL confirmation number is required prior to occupancy.
 - g. Home must be maintained and winterized to prevent freezing of pipes with the installation of heat tapes, weather proofing doors, windows, and skirting. Thawing pipes from a freeze will cause damage to structure and will cause loss of precious water.
9. **SERVICES.** The community services provided by Redbud Estates include trash pickup and snow removal from the streets. Any freeze-up problems (to include the replacement costs of broken or damaged water meters) or stoppage of water and sewer lines above the ground or within the mobile home are the responsibility of the resident. Management will not be responsible for any damage to any appliances of the residents for any reason. Residents with electric water heaters should have a check valve to protect the heater in case of emergency water shut-offs. No individual liquid propane tanks are allowed in the community except when used with gas barbecues.
10. **RESPONSIBILITY FOR INDIVIDUAL LOT AREA.** Resident assumes the responsibility for keeping grass mowed and otherwise maintaining their immediate lot area, including watering of the grass, shrubs, and trees, and controlling the weeds around the home, patio, sidewalks, and driveway. Landscaping changes, planting or digging, including tree plantings, may not be made by any resident without first obtaining approval from management so that sewer, water, gas, electric, cable and any underground facilities may be taken into consideration. The resident will be charged for the repair of any underground utility lines damaged by digging or planting on the premises. The planting of any vegetables in the landscaped areas is not permitted without prior approval of the manager. Residents are responsible for keeping the street in front of his or her lot clean. Raking or mulching leaves are also to be maintained on the lot. Leaves are not to be raked into the street. Also, each resident is responsible for snow removal from his driveway, walks, and sidewalks. Residents must keep sidewalks, driveways, and patios clear of snow and ice. Management may charge fees for services relating to upkeep of land and premises upon which a mobile home is situated in the event the Resident fails to maintain his or her premises. Management may contract with a landscaper to do the work and apply the invoice to resident's next rent statement. If it is not paid in full, the resident will be considered in arrears of his rental payment and in default of his Rental Agreement. Trampolines, portable swimming or wading pools are not allowed and will be removed by Redbud if one is placed on the Resident's lot. Pet droppings must be picked up on a daily basis.

11. **SIGNS.** No advertising or signs of any type may be displayed on the exterior of the mobile home or the mobile home lot. The only exception to this rule is a "For Sale" sign not to exceed 13" x 24" in size which may be displayed inside the front window of the mobile home.
12. **FENCES.** Fencing around Resident's immediate lot area is not allowed without written permission from Management.
13. **MOBILE HOME EXTERIOR MAINTENANCE.** All mobile homes accessories and equipment owned or used by a Resident shall be maintained in good repair and kept neat and clean at all times. All premises are inspected regularly for general upkeep. The exterior appearance of the home and adjacent structures must be neat and clean at all times. No alteration or additions shall be made to the exterior of the home or the home site without first obtaining written consent from Management. Commercially manufactured patio canopies, steps, porches, and sheds are permitted. Approval of homemade canopies, steps, porches, etc. must be obtained from Management. Storm, fire or other damage to the exterior of home must be repaired in a reasonable time or the home must be removed from the community. All repairmen, plumbers, electricians and other servicemen hired to do work in the community must be responsible, qualified and licensed by the appropriate licensing authority if required. All work must be performed in accordance with state and local codes. Management reserves the right to terminate a Rental Agreement and require the removal of the mobile home based solely on the age, deterioration, obsolescence, or appearance of the mobile home. The resident shall be responsible for any taxes or other assessments levied as a result of the placement of home, improvements, or structures on a mobile home lot, whether or not said tax or assessment is levied against them or the mobile home park. All improvements and structures shall be removed from the lot by the resident upon termination of the Resident's Rental Agreement.
14. **EXTERNAL STORAGE OF ITEMS.** External storage of items such as lawnmowers, gas cans, etc. are to be stored in a storage shed. Residents shall not place or store anything other than tires, axles and hitches beneath the mobile home. If Resident-owned, the shed must be placed at the rear of the home unless otherwise directed by Management. The storage shed door must be kept closed at all times except when in use. It shall be the obligation of the resident, whether Management or Resident owned, to anchor, secure and maintain said storage shed. All toys, bicycles, etc. should be kept picked up and orderly and in no case will they block the sidewalk. RVs, boats, and trailers are not permitted to be parked on individual home sites or in the street. Contact Redbud Estates office for designated parking areas. Trampolines, portable swimming or wading pools are not allowed and will be removed by Redbud if one is placed on the Resident's lot.
15. **PETS.** **No pets are allowed in rental homes. No Exceptions!** In owner occupied homes, pets must be registered and are allowed only with the specific permission of park management. All pets must be strictly house pets and when walked must be on a leash at all times. Under no circumstances will loose or obnoxious pets be permitted. Pets are not permitted in the recreation areas, pool area, lawn areas, mailbox area, or in any park building, nor will pets be permitted to invade the privacy of anyone's homesite. No pet will be permitted to create a disturbance, which annoys other park residents. If you lose your pet, specific permission of park manager must be reobtained before acquiring a new pet. Absolutely no doghouses or kennels will be permitted in the park. Pet droppings must be picked up on a daily basis. All pets must be registered at the park office and city licensed. Separate pet rules and regulations are made part of these rules and regulations.
16. **HANGING OUT OF LAUNDRY.** The running of clotheslines from one mobile home to the other or across yards is not permitted. No wet or dry items will be draped on railings or elsewhere outside the home.

17. **SATELLITE DISHES, TV ANTENNAS AND OTHER VERTICAL ATTACHMENTS.** Antennas, satellite dishes which are attached to the rear of the mobile home and extend no more than 8 feet above the mobile home, are permitted for the homeowner. No satellite dishes or antennas are allowed mounted to any part of a rental home. Management must give approval to placement of a satellite dish or antenna in the yard of a rental.
18. **TRASH STORAGE AND PICK UP.** The community provides each lot with a garbage toter. Toters are to be placed at the curb for trash pick up. Management assumes no liability or responsibility for items mistakenly picked up as trash. Please contact Management to make arrangements for the removal of large items. Trash containers must be on the curb for pick up no earlier than 5:00 pm on the night before pick up, and no later than 9:00 pm on the day of pick up. When not in use toters are to be stored by the patio, behind steps or decks.
19. **BURNING.** Residents will not burn trash or any other items within the community. The only exception being barbecue grills and then only when attended.
20. **VEHICLES.** No cars are allowed on the common areas or in yards or on patios. Double-parking vehicles in the streets is not permitted at any time. A speed limit of 15 M.P.H. has been established for the entire community. The limit is to be obeyed at all times. One warning violation will be given; the second violation will cause Management to seek eviction. Violation by outsiders, guests, and relatives will be charged to the Resident they are visiting. Therefore, please inform your friends, etc. of this strict enforcement. The parking of commercial vans, trucks (except pickups of $\frac{3}{4}$ ton or less), or commercial type vehicles are prohibited. There is parking area for two operable vehicles used for transportation at each space, and vehicles must not exceed $\frac{3}{4}$ ton in size. Parking of excess vehicles on the street, patio, or yard will not be tolerated and is cause for eviction. Absolutely no overnight parking in the streets after curfew. There is a maximum of 2 hours parking in the streets during the day. Illegally parked and vehicles in violation will be towed at owner's expense without warning. Management's determination of a violation regarding any of the above shall prevail.
21. **REPAIRING OF VEHICLES.** The repairing, oil changing, tearing down and/or storage of vehicles (not in running condition) within the Park is prohibited. All vehicles must be legally licensed by the state. Vehicles will not be allowed to remain on blocks or jacks overnight or unattended at any time. Illegally parked, inoperable or unregistered vehicles will be towed from the premises at owner's expense without notice. Washing of vehicles is permitted only with the use of an automatic shutoff nozzle.
22. **ALL OTHER VEHICLES.** No all-terrain vehicles, three wheelers, four wheelers, minibikes, snowmobiles or any unlicensed vehicles shall be operated or driven at any time within the community. No joyriding is allowed in the community. Persons on bicycles must observe all traffic rules. Bicycles are to be ridden on the street only. Bicycles, etc. are not to be left on sidewalks or blocking doorways.
23. **CURFEW.** The curfew for children under 18 years of age not accompanied by an adult is 10:00 p.m. on Park streets and property. **Parents are responsible for enforcing this curfew.** Children should be kept from causing a nuisance at all times. This includes excessive noise, blocking of sidewalks, etc. Vehicles parked in the street after curfew may be towed at owner's expense. Home and car stereos must be turned down as not to disturb other Residents at curfew.
24. **LOUD NOISE AND DISORDERLY CONDUCT.** A Resident will conduct himself and require other persons on the premises with his consent to conduct themselves in a manner which will not disturb the peaceful enjoyment of the community by his neighbors or other occupants of the community. The Resident shall personally refrain, and shall forbid any person who is on the premises with his permission, from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or

other part of the community premises. Excessive use of intoxicating liquors, the use or abusive or vile language, indecency or disorderly conduct will not be allowed anywhere in the community. A Resident is responsible for the actions of his guest. Residents are responsible for the conduct and actions of their own children and visiting children. Repeated misconduct of a child will be cause for eviction. Management reserves the right to evict without notice any objectionable person or persons who causes a disturbance or becomes a nuisance. Management, at their sole discretion, shall determine who is objectionable and what constitutes a nuisance. Suspicion of illegal activity and/or use of illegal narcotics will not be tolerated and is cause for immediate eviction, no exceptions. The handling or use of drugs will not be tolerated. If you or a guest are suspected of drug activity, or you are caught with drugs, you will be evicted, no exceptions.

25. **SWIMMING POOLS, BASKETBALL COURT AND OTHER RECREATIONAL FACILITIES.** Rules and Regulations specifically regarding the use of swimming pool, basketball court, and other recreational facilities will be issued (and periodically revised) separate and apart from these overall Rules and Regulations. Copies of such rules are available at the Redbud Estates office.
26. **DAMAGE BY OTHERS.** Residents assume all liability for damages caused by themselves, their children, their guests or pets to the mobile home or personal property of any other Resident and to the real or personal property or any other Resident and to the real or personal property of the community. Residents agree to not use the premises in any manner that will increase the risks or the rate of insurance or cause cancellation of any insurance policy covering the premises. Residents agree to procure and obtain at their own cost and expense, from a satisfactory insurance company, a policy including liability and property damage insurance. The Management and /or Owners are neither responsible nor liable for fire, acts of God, theft, accidents or other actions or items of any kind that cause damage to the property of the residents.
27. **WEAPONS.** It shall be prohibitive to discharge any firearms in the community. This is to include air rifles or BB guns. It shall further include knives of any sort or any other type of weapon used to intimidate or cause harm to any person or property. Violation is subject to immediate eviction. Bows and arrows, slingshots and other projectile weapons are not to be used in the community.
28. **PRIVACY OF INDIVIDUAL LOTS.** Each Resident's lot is private and neither adults, children nor pets shall trespass through or onto another Resident's lot. At all times, sidewalks, street edges, and/or other normal walkways intended for such purposes should be used.
29. **ENTRANCE TO LOT.** At all times during the term of the Rental Agreement, Management shall have the right, including their agents or employees, to enter upon the Resident's lot or rental, during reasonable business hours for the purpose of examining, exterminating and inspecting the same and determining whether the Resident has complied with his obligations with respect to the care and maintenance of the premises.
30. **SOLICITING OR PEDDLING.** No person shall peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, pamphlet, ticket or other commercial activity, nor engage in hand billing, pamphleting, leafleting, picketing, political activity, or fund-raising without Management approval.
31. **FILING COMPLAINTS.** All complaints must be made in writing and submitted to the Manager, identifying the person making the complaint and stating in detail the nature of the complaint. Complaints such as loud music or other emergency can be made by telephone to proper authorities. Verbal or physical abuse of Management and Staff will also be grounds for eviction.

32. **RENTING, SUBLEASING, ETC., OF MOBILE HOME.** Residents may not sublease, rent, or sell a home on land contract, nor may Resident permit anyone to occupy the home when the Resident is not occupying the home without written permission from Management. If there is only one owner of the home and that person dies, only the surviving spouse shall have the option of continuing residence in the community. If the home becomes a part of an estate that is to be probated, and the home is unoccupied, Management shall have the option of allowing the home to remain in the community, then the surviving spouse or estate shall pay the full amount of the monthly lot or home rent plus payment for all services rendered to properly maintain the home site and the home, or management may require removal of the mobile home.
33. **SALE OF MOBILE HOME WITHIN THE PARK.** Residents may sell their own mobile homes if said mobile home is to be removed from the community. If a Resident wishes to sell and have the home remain in the community, Resident must first notify the office 10 days in advance of their advertising the home for sale. Prospective new tenants must be approved by Management prior to finalization of sale if home is to remain in Redbud Estates. Prior to purchase, the home must meet all local code requirements, including but not limited to electrical and plumbing. Residents shall be required to make any repairs or changes that are deemed necessary by Management to improve and upgrade the mobile home to community standards if the home is to remain in the community. A "For Sale" sign, not to exceed 13" by 24", may be displayed inside the front window of the mobile home. Prior to occupancy the purchaser must show proof of ownership by submitting copies of title and purchase agreement to management. If there is a failure to comply with the provisions of this paragraph, the management may require the removal of the home from the park within (60) days of the sale.
34. **NOTICE OF INTENT TO MOVE FROM THE PARK.** All Residents are required to give Management thirty (30) days advance notice in writing prior to a monthly rent-paying date (the first day of the month) of intention to terminate the residency. Security deposit will be forfeited if a 30-day notice is not given. The Landlord may cancel this rental agreement by giving the resident a 30-day written notice to terminate the rental agreement.
35. **RULE ENFORCEMENT.** The failure to enforce any Rules and Regulations shall not be deemed a waiver to enforce such Rules and Regulations at any other time. In the event of any inconsistencies between these Rules and Regulations and the Rental Agreement, the Rental Agreement shall control. Any Rules and Regulations dealing with some specialized area of the community when posted shall be deemed a part hereof by references. The rules will be enforced equally without discrimination. All other rights, duties, and obligations of both Resident and Management as required by law are incorporated herein by reference. In the event of any inconsistencies, the State law shall be applicable. These Rules and Regulations are made part of your Rental Agreement and, as such, your residency will depend upon full compliance with all the Rules and Regulations. If a Resident commits a material noncompliance of these Rules and Regulations, or of applicable State and Local Health and Safety Codes, Management shall notify the Resident of such noncompliance in writing. If the Resident remedies the condition described in the notice within 14 days of the date of the notice, the Rental Agreement shall not terminate; otherwise the Rental Agreement shall terminate in 30 days.
36. **CHANGES IN RULES AND REGULATIONS.** These Rules and Regulations and rental fees may be changed by Management by giving notice in writing of the change(s) and effective date of the change(s) to all Residents at least thirty days prior to the effective date of such change(s). Tenant hereby agrees to and approves of such changes.

**Redbud Estates
Disclosure Statement
For Manufactured Home Site**

The following information is disclosed by Redbud Estates (Landlord) to Tenant as a condition required by law for Landlord and Tenant entering into a Rental Agreement for Manufactured Home Site, authorizing and governing the placement of Tenant's Manufactured Home on a Manufactured Home Site lot in Redbud Estates, manufactured Home Community.

1. Landlord (Pauley Kids Corp. d/b/a Redbud Estates) is owner of the Manufactured Home Community, and the name and address of the person authorized by the Landlord to manage the Manufactured Home Community; and authorized to act for and on behalf of Landlord for the purpose of service of process and for service of receiving and receipt of notices and demands is: Representative of Redbud Estates, **2500 Farm Bureau Rd. #1000 Business Office Manhattan, Kansas 66502.**
2. Rent is to be paid in advance on or before the first day of each month, by delivering it to Redbud Estates Business office at 2500 Farm Bureau Road, just off the K-113 Bypass or by mailing to **2500 Farm Bureau Rd. #1000, Manhattan, Kansas 66502.**
3. Tenant and Landlord have certain rights and duties under the Manufactured Home Community Residential Landlord and Tenant Act (K.S.A. Supp. 58-25, 100 to 58-25, 126), which a copy of that law may be obtained from Landlord.
4. Landlord has adopted Rules and Regulations concerning Tenant's use and occupancy of the Manufactured Home Community and a copy of the Rules and Regulations currently in force and effect, either has been or will be provided to Tenant prior to executing this Rental Agreement.

Acknowledgment

Tenant has read the forgoing Disclosure and acknowledges receipt of a copy of the current Rules and Regulations.

Tenant's Signature

Date

Roommate's Signature

Date

COMPLIANCE REQUIRED

Residents acknowledge that they have read and hereby agree to all the terms and conditions of the Lessor's Rules and Regulations, and agree to such changes and additions to the Rules and Regulations, which the Lessor may deem necessary. Residents understand that any breach of the aforementioned Rules and Regulations shall be the basis for immediate termination of the undersigned Residents' tenancy in the park.

Date:

Resident's Signature: _____

Representative's Signature: _____

Address:

2500 Farm Bureau Rd. # _____
Manhattan, KS 66502

**PLEASE SIGN AND RETURN THIS PAGE
TO THE REDBUD ESTATES OFFICE.**