

SUNNY WATERS RULES AND REGULATIONS, ENTRY REQUIREMENTS, AND STANDARDS
(February 12, 2007)

1. **INTRODUCTION AND PURPOSE** – Sunny Waters 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 Sunny Waters resident.
2. **APPLICABILITY** – Residency at Sunny Waters is subject to compliance with the lawful terms and conditions of Sunny Waters 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 Sunny Waters 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 "Sunny Waters On-Site Home Sales Procedures".
5. **STANDARDS** –
 - (a) It is required that the: (i) protective exterior coating or siding (no rust, peeling paint, faded paint, open seams, loose or missing panels, cracked or torn siding); (ii) roof (no leakage, split, cracked, sagging, or rotting support structure), (iii) windows and doors (no cracked or missing glass, full screens, operating window mechanisms, properly fitting doors); (iv) home anchoring system; (v) skirting (to enclose and properly maintain your home with a skirting material that is attractive and in good condition - replacement skirting must be vinyl), (vi) steps and handrails (both exits, painted, non-slippery, sturdy, and with handrails at least on one side, stairs made from pre-cast concrete or pressure treated wood), (vii) exterior lighting (over steps), (viii) heating, plumbing, fuel lines & piping, hot water system, flues, heat exchangers, heat tape, and electrical systems; (ix) Fuel tanks (no leakage, no fuel odor, no rust, tank must be nicely painted and on solid safe footings); (x) flooring and decking (no 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 Sunny Waters junction box and home; (xiii) the water supply line between Sunny Waters system and home, and its heat tape or heat wire; (xiv) carpeting, paneling, cabinetry, vinyl flooring; (xv) smoke detector and fire extinguisher; (xvi) parking area; and (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 Sunny Waters property, such work must comply with the building code and requirements of the City of Norwich 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 Licensees permission does not affect or address municipal permit requirements. The Resident is liable to the Licensee for any damage to Sunny Waters property caused by him, or the contractors he uses upon his site.
6. **ENTRY REQUIREMENTS** – Sunny Waters 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". [Sunny Waters 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 Sunny Waters home site. ("Sunny Waters" 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 Sunny Waters 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: (i) Relative: Spouse, child, grandchild, sibling, parent, or grand parent of resident in your home where the intent is to provide housing; (ii) Guest: Any non-relative who stays overnight in your home, without payment, and with your permission; (iii) Visitor: Someone who visits with you, in person, in the daytime, and who does not spend the night.

- (b) Relatives are welcome at all times 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: (i) 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; (ii) your guest is with you, in person, at least once per day; and (iii) there is no subletting of the home site.
- (c) Visitors are welcome with your permission provided that 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 may be unwilling to comply with Sunny Waters Rules and Regulations, Entry Requirements, and Standards, or the terms of Sunny Waters Standard Lease.)
- (d) 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 Sunny Waters.

8. SOLICITING AND CANVASSING – Sunny Waters 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 Sunny Waters may canvass other Sunny Waters 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 Sunny Waters home sites is not permitted. The right to occupy a home site at Sunny Waters 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 that 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 homes 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 provided that 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) keep the grass mowed below 5" at all times;
 - (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 (vi) 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 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 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 from the Licensee.
- (f) Trees and shrubs planted on each home site become the property of Sunny Waters.

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 by 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 Sunny Waters 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 tank, kerosene (including buried tanks), and/or propane tanks; (iv) damage to Sunny Waters utility systems and associated repair costs caused by water leakage within a residents home or on the home site; (v) damage to a 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 Sunny Waters' sewer system from a home; (vi) damage to the utility receptacles and Sunny Waters utility systems caused by negligence or the malfunctioning of lines, heat tape, heat wire, plumbing, electrical system(s) within the home; and (vii) damages caused by appliances in the home.

- (b) The Licensee is responsible for the: (a) installation, repair, operation, and maintenance of Sunny Waters utility receptacles (Sunny Waters property) and the underground utility systems; and (b) repairs necessary because of age 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 Sunny Waters' 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 Sunny Waters Standard Lease and/or the provisions of Sunny Waters Rules and Regulations, Entry Requirements, and Standards; and (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 Sunny Waters Standard Lease and/or Sunny Waters 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; and (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 as a means to prevent frozen pipes. (The 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 Sunny Waters 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 Sunny Waters water system valves at anytime 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 or emergency water system turnoffs; and (ii) damage caused by turning the water on or off in response to a residents 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 equals 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. Each resident will notify The Licensee if sanding is necessary.

21. CHILDREN – (a) Children are welcome at Sunny Waters. (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 of the applicable Sunny Waters Rules and Regulations and the applicable terms and conditions of Sunny Waters Standard Lease. (e) Children are not permitted to ride their bicycles on Sunny Waters 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 directly supervising children less than 12 years of age at all times.

22. GUEST PARKING, SPEED LIMITS, VEHICLES, AND RV'S –

- (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, but must be parked in one of the guest parking areas if space is available; (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 Sunny Waters or to be stored on a Sunny Waters 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 RV's 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 Sunny Waters, 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; and (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 Norwich regulations regarding noise and nuisance.

(d) The (i) selling, possession, and/or using of illegal drugs is prohibited and is grounds for eviction; (ii) driving of vehicles under the influence of illegal drugs or alcohol is prohibited and is grounds for eviction; and (iii) brandishing or use of firearms, fireworks, or any weapons by any resident, visitor, or guest is prohibited and is grounds 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 company 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 Sunny Waters 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 Sunny Waters. Home businesses must be owned and operated by the residents of the home. Acceptable home occupations include:

- (a) Traditional Handicraft based businesses, provided that 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 of Sunny Waters 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 Sunny Waters 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 Sunny Waters; (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 of Sunny Waters property, and there are no signs and no banners identifying the business.
- (d) Additional constraints are: (i) A home business at Sunny Waters 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 Norwich 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 (v) 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 Sunny Waters 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 (860-446-8088) 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 Sunny Waters Rules and Regulations, Entry Requirements, and Standards take precedence over any set of earlier Rules and Regulations that may have been promulgated.