# **TINY HOUSE VILLAGE**

### **Rules and Regulations**

The following Rules and Regulations apply to all homes and spaces located in Tiny House Village, to all residents and their guests while within the Village, and to the use of the Tiny House Village Community Building and Recreational Area. The purpose of these Rules and Regulations is to foster respect by all residents and guests for each other, and for their property; to create and maintain a peaceful living environment and community; and to enhance the natural beauty of the Village, the quality of life of all residents within the Village, and the value of the Tiny House Village homes.

In order to achieve the above-stated purpose, it is incumbent upon each resident of Tiny House Village to acknowledge that how each resident (and guest) uses their property and conducts themselves while within the Village can and will affect other residents. Accordingly, these Rules and Regulations have been adopted for the mutual benefit of all residents, present and future; and all residents and their guests are expected to abide by both their letter and spirit.

A living community is always changing. Residents move in, and move away. Unforeseen situations can arise, natural and otherwise. Problems occur, and are resolved. From time to time, these Rules and Regulations may be amended to address such changes.

#### **RESTRICTIONS ON USE**

#### **ARTICLE I: MANUFACTURED HOMES AND RENTAL SPACES**

1.1. <u>Restricted Use, Single Family Only</u>. All homes within the Village shall be used only by a single family and only for single family residential use.

1.2. **Business and Related Uses**. No home within the Village shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, industrial, mercantile, commercial storage, vending, or other similar use or purposes; however, Tiny House Village and its agents, representatives, and employees may use any unsold homes or the Village property, including the Community Building or Recreation Area, for any of the foregoing uses as may be required, convenient, or incidental to the marketing or sale of homes including, without limitation, a business or property management office, storage area, construction yard, signage location, model homes or sites, and a display and sales office.

1.3. <u>Manufactured Home Insurance Required</u>. The owners of all homes within Tiny House Village shall obtain and maintain insurance coverage on the owner's Manufactured Home at all times, as follows: (i) fire and other casualty insurance with a minimum face amount equal

to the replacement value of the owner's Manufactured Home; and (2) general liability insurance in a minimum aggregate amount of \$1,000,000. All such insurance policies shall be obtained from insurance companies acceptable to Tiny House Village and certificates evidencing the required coverage and required amounts shall be provided to Tiny House Village upon request. The owners of all homes in Tiny House Village are hereby made aware and agree that, due to the proximity of the homes within Tiny House Village, violation of this Rule shall be a proper basis for termination of the manufactured home space rental agreement pertaining to the owner's rental space in Tiny House Village.

1.4. <u>Construction, Alteration of Exterior of Homes and Rental Spaces Prohibited</u>. No owner or resident shall at any time alter the exterior or the exterior appearance of any home or any portion of the rental space. This prohibition includes, but is not limited to, the construction of a carport, a ramada, additional or enlarged decking, the installation of additional or enlarged driveway area, changing the exterior color of a home, attaching any thing, device or equipment to the exterior of the home (e.g., siding, roof, skirting, etc.) or embedding or installing anywhere within the rental space any structure or equipment of any kind, shape or size, whether permanent or temporary. Notwithstanding the foregoing, an owner or resident may request permission to hardscape (i.e. concrete, pavers, etc.) a portion of the rental space with prior written permission from Tiny House Village after submitting a site plan showing all proposed details of the hardscaping. Tiny House Village may, in its sole discretion, grant permission, deny permission, or grant permission based on certain conditions or changes to the proposed hardscaping.

1.5. <u>Maintenance, Repainting, Landscaping</u>. Each resident shall maintain the exterior of his or her home and rental space in good condition and repair at all times. Repairs to the exterior of a resident's home, when needed, shall be timely made. Subject to Section 1.3 above, all such maintenance and repair shall be done in a workmanlike manner and in accordance with all local building and permitting laws. A resident shall repaint his or her home, or re-stain the attached decking, when necessary, but a resident may not change the color of the exterior of his or her home or the attached decking without the prior written approval of Tiny House Village. Each resident shall also maintain the landscaping within the resident's rental space (i.e. mowing the grass, trimming trees and bushes, etc.) as often as is needed to keep the appearance of the rental space neat and orderly. In maintaining the rental space, no owner or resident shall alter or impede the drainage through the drainage swale at the rear or sides of a rental space.

1.6. <u>Noxious or Offensive Activities</u>. No noxious or offensive activity shall be engaged in (or permitted to be engaged in) on, in or about any home or rental space within the Village. No act may be performed, or use made, in or on any home or rental space that is or may become an annoyance or nuisance to the Village neighborhood generally or to other residents or guests specifically, or that interferes with the use and quiet enjoyment of any of the residents and/or their homes. No resident shall permit anything or condition to exist within any home or upon any rental space in the Village that induces, breeds, harbors or causes infectious plant diseases or infectious or noxious insects, odors, noise, debris or other pollutants.

1.7. <u>Disturbance, Noise, Vibration</u>. No resident shall allow any machinery, appliance or sound producing equipment to be used in any home or vehicle, or on any rental space, so as to disturb the peaceful enjoyment of any other resident's home or property.

1.8. Animals. No non-domestic animals, livestock, horses, poultry or fowl of any kind shall be raised, bred or kept in any home or on any rental space within the Village; however, a resident may keep one (1) dog and/or one (1) cat and/or two (2) small birds per rental space if permitted under local zoning ordinances and for so long as such pets do not create or cause a nuisance, annoyance or danger to or for other residents or guests (i.e. noise, odor, safety, aggressive demeanor, biting, scratching etc.). All other animals are prohibited. The foregoing restriction shall not apply to fish contained in indoor aquariums. The permitted types of pets shall be allowed for only so long as they are not kept, bred or maintained for any commercial purpose. No pets shall be permitted to move about unrestrained within the Village. Residents keeping pets in their homes may not allow their pets to use the streets, any unenclosed yards or any part of the Village (other than the resident's leased rental space) for the purpose of defecating or urinating. Each Owner shall be responsible for the immediate removal and disposal of the waste or excrement of all of the Owner's pets. Residents shall be liable for all damage caused by their pets, including persistent noxious odor. Tiny House Village may establish a system of fines or charges for any infraction of the foregoing and Tiny House Village will be the sole judge for determining whether any pet is an annovance, nuisance or danger to other residents or guests.

1.9. **Trash**. All rubbish, trash and garbage shall be regularly removed from Village homes, rental spaces, driveways and enclosed or unenclosed portions of yards and shall not be allowed to accumulate on, in or around any rental space or home. All residents shall be responsible for appropriately depositing all such rubbish, trash and garbage in either of the trash or recycling dumpsters provided by Tiny House Village for such purpose. In the case of a resident (or a resident's guest or guests) who allows trash to accumulate on, in or around the resident's rental space or on any driveway or enclosed or unenclosed portion of any yard, Tiny House Village may arrange and contract for the removal and cleanup of the trash, and the cost thereof shall be paid by that resident. No incinerator shall be kept or maintained on or in any rental space or home within the Village.

1.10. Use of Decks. Each home shall have a 4' x 8' attached, above-ground entryway deck. Some homes may have a larger deck situated at the front or rear of the home. No resident or guest shall hang and laundry, clothes, towels, signs, posters or any other material, or store any possessions or goods, whether boxed or unboxed, covered or uncovered, freestanding or otherwise, including food, lumber or other building materials, bicycles or other recreational or sports related vehicles or equipment or parts thereof, or indoor furnishings of any kind or type, from, on or within any deck or the railing thereto; provided, however, that this restriction shall not be construed to prohibit the placement or use of outdoor patio furnishings, specifically manufactured as such, by residents on their respective decks.

1.11. <u>Storage Areas</u>. Woodpiles and open storage areas may not be maintained upon or within any rental space. At no time may a resident or guest maintain any storage on or within a rental space of a commercial nature, and no commercial, recreational or family vehicles shall be stored on or within a rental space other than in the resident's driveway; and only operable vehicles may be so parked in the resident's driveways. Notwithstanding the foregoing, a resident may store his, her or their personal possessions wholly within the home in any way so long as such personal possessions do not physically extend outside the home. In the event that any home shall be equipped with a wood burning device (i.e. fireplace, freestanding or built-in, woodstove, etc.) the

resident occupying that home may store a reasonable quantity of firewood within the home or on the deck, as long as the firewood stored is placed and maintained in a neat and orderly fashion and at least twelve inches (12") from any wood wall or structure.

1.12. <u>Antennas and Satellite Dishes</u>. Except as may originally be installed on the homme at the factory, no external radio or television antenna may be installed or constructed on any home, or on the roof of any home without the prior written approval of Tiny House Village. Direct television satellite dishes are permitted, in conformance with the provisions of the Federal Communications Commission and the following: (i) Direct Broadcast Satellite (DBS) and Multipoint Distribution Service (MDS) dishes less than one meter (39.37") in diameter are permitted; (ii) only one dish per home is permitted; and (iii) the resident shall obtain prior written permission from Tiny House Village regarding the where a permitted dish may be installed on the resident's home.

1.13. <u>Windows and Window Coverings</u>. Sheets, blankets, towels, newspapers, boards, and similar items may not be used as window coverings, temporary or otherwise. No aluminum foil, reflective screens, awnings, reflective glass, mirrors, or similar reflective materials of any type shall be placed or installed inside or outside of any windows of a home without prior approval of the Tiny House Village. No air conditioners, swamp coolers or similar units may be placed in any window of a home. Only curtains, blinds and draperies customarily and typically designed for and used to cover the inside of windows shall be permitted.

1.14. <u>Signs</u>. No sign, emblem, logo, design or billboard of any kind shall be displayed in or on any of the homes or rental spaces so as to be visible from the street or a neighboring rental space, except for: (i) signs used by the Tiny House Village developer to advertise developer's business, office hours or homes for sale; (ii) one sign advertising a home for sale of a size and style approved by Tiny House Village placed in a window or on the door of a home for sale; (iii) any signs as may be required by legal proceedings; (iv) one sign indicating the home or rental space is protected by a home security system service (but such sign must be provided by the service and not exceed 100 square inches) placed either in a window or the glazed portion of a door; (v) garage sale signs which may be posted but only on the day of the garage sale; and (vii) signs (including political signs and symbols) as may be approved in advance by Tiny House Village in terms of number, type and style, but any such political campaign signs shall be removed within forty eight (48) hours after the election. The foregoing will not be deemed to prevent the right of any resident to display religious and holiday signs, symbols, and decorations of the type customarily and typically displayed inside or outside homes, subject to the authority of Tiny House Village, so long as such signs, symbols or decorations do not disturb other residents.

1.15. Leasing, Renting. Nothing in these Rules and Regulations shall be construed or deemed to prevent the leasing or renting of a home to a single family for single family residential use from time to time by the owner of a home, subject to all provisions of these Rules and Regulations, and further subject to the restriction that no lease or rental of a home may be for a lease or rental term less than six (6) months. Any owner who leases his or her unit shall promptly notify the Tiny House Village and shall advise it of the lease or rental period, the name of each person who shall occupy the home (including children and pets) pursuant to the lease or rental. The owner of any such leased or rented home shall continue to be responsible for and timely pay

the agreed-upon monthly space rent to Tiny House Village during the lease period or rental term. The lease or rental agreement for the lease or rental of any home within the Village must contain a provision whereby the owner's tenant acknowledges receipt of a copy of these Rules and Regulations and agrees to fully abide by all provisions. The owner of a leased or rented home shall be fully responsible for and liable to the Tiny House Village for the actions of the owner's tenant, the tenant's children, guests and permittees. No owner shall be permitted to lease the owner's home for transient, hotel or short-term vacation purposes.

1.16. <u>Machinery</u>. No machinery of any kind shall be placed, operated, or maintained upon or adjacent to any home or on any rental space or any Village property other than machinery that is usual and customary in connection with the operation and maintenance of a home (such as a household appliance, snow blower) for single family residential use, and other machinery that Tiny House Village may require for the operation, maintenance, or construction of the homes or the maintenance of Tiny House Village property.

1.17. **Increased Risk Prohibited**. Nothing shall be done or kept in, on or around any home, or on any rental space, that will increase the risk of hazard or injury, or the rate of insurance for the home or any adjacent home, without the prior written consent of Tiny House Village.

1.18. **Outdoor Burning and Lighting Prohibited**. There shall be no outdoor burning of trash, debris, wood, or other material; however outdoor gas barbecues and fireplaces, of a kind specifically manufactured for such purpose, in or on only the deck(s), driveway or within the enclosed portion or a year of each rental space shall be permitted, provided that such barbecues and fireplaces are operated in a safe and responsible manner and so as not to cause damage or harm to any other resident or home. No spotlights, flood lights or other high intensity lighting shall be installed, placed or utilized upon or within any home or rental space that may become a nuisance or otherwise disturb any other resident or the use of other residents' homes.

1.19. **Hazardous Materials**. Except as may be necessary for normal household, landscaping, or automotive uses, no resident shall permit any hazardous materials (as defined by the under all applicable state and federal laws), asbestos, asbestos containing material, or any petroleum products or by-products to be kept, dumped, maintained, stored or used in, on, under, over or around any home, rental space, street, or other Village property. No gasoline, kerosene, similar cleaning solvents, or other flammable liquids or combustible material or substance may be stored in any home or on any rental space; provided, however, that a resident may keep and store such cleaning materials as may reasonably be required by the resident in connection with his or her family vehicles.

1.20. <u>Snow Removal</u>. Tiny House Village shall plow the streets as needed after a snowfall of four inches (4") or more. Each resident is responsible for removal of snow from and around his or her home and rental space including, without limitation, the driveway, decks and stairs, and the roof and enclosed or unenclosed portions of the yard, if desired by the resident.

1.21. <u>Vehicle Parking</u>. Each rental space has a concrete driveway of sufficient width and depth to accommodate the parking of two normal-size motor vehicles. Other than as provided in Section 1.18 hereof, all residents shall park their motorized and other vehicles within the concrete

driveway of the resident's rental space. No vehicle of any kind or nature shall be parked or stored anywhere within the Village other than within such concrete driveways.

1.22. <u>Vehicle Repair</u>. Subject to the provisions of Section 1.17 above, routine maintenance and repairs of family vehicles may be performed on vehicles within the Village but only while the vehicle is wholly parked within the concrete driveway of the vehicle owner's rental space, but not anywhere else within the Village. No vehicles of any type may be constructed, reconstructed, assembled, disassembled or painted, anywhere within the Village or on Village property.

1.23. **Developer's Exemption**. Nothing contained in these Rules and Regulations shall be construed to prevent the installation or maintenance by the developer of Tiny House Village, or its duly authorized agents, of model homes, structures, improvements, construction equipment, (including all types of machinery, vehicles and trailers), or signs necessary or convenient to and for the construction, development, identification, sale or lease of homes or other property within the Tiny House Village.

1.24. <u>Contact Tiny House Village</u>. Whenever in these Rules and Regulations a resident is required to obtain the permission of Tiny House Village, or whenever a resident has a question, complaint or other matter to discuss with Tiny House Village, the resident is directed to contact Hope Rentals, LLC, at (928) 699 9651 or email: ja@hopeaz.com and discuss the requested permission or other matter with its representative, and thereafter pursue such permission until either approved or denied, or the other matter until concluded.

1.25. <u>Resident's Failure to Comply with Use Restrictions</u>. If a resident fails to comply with any of the use restrictions described above, then, upon the decision of Tiny House Village, and after not less than thirty (30) days prior written notice to the resident, the Tiny House Village shall have the right (but not the obligation) to enter upon the offending resident's rental space and take all such action as may be required to remedy the non-compliance. Any entry by Tiny House Village or its agents shall not be considered a trespass. The cost of the action required to remedy the non-compliance shall be billed to and paid by the offending resident. The rights of Tiny House Village described above are in addition to any other remedies available to it under Arizona law.

1.26. <u>Access at Reasonable Times</u>. For the purpose of performing the actions permitted under Section 8.23 above, Tiny House Village and its agents or employees shall have the right, after reasonable notice to a resident (except in the case of emergency, in which case no notice need be given by Tiny House Village to the resident), to enter upon the resident's rental space at any reasonable time.

1.27. <u>Sale of Home, New Space Rental Agreement</u>. The owner of a home within Tiny House Village is free to sell his or her home upon any terms and conditions acceptable to the owner. However, if the buyer of the home desires to keep the home in Tiny House Village, the owner shall, as a condition of the sale, require the buyer to first submit an Application for Residency to Tiny House Village, receive residency approval, and then enter into a new Space Rental Agreement with Tiny House Village at the then-current space rental amount and with the

then-current Space Rental Agreement terms. Space Rental Agreements are not transferrable between the owner of a home in Tiny House Village and a successor owner.

1.28. <u>Use of Front Yards, Backyards and Driveways</u>. To enhance the aesthetics and value of all homes and rental spaces in Tiny House Village, and to observe and respect the use of all homes and rental spaces by all owners and residents in the Village, the following restrictions on the use of rental spaces shall be strictly observed by, and be the responsibility of all owners and residents, within Tiny House Village:

For purposes of clarity, each manufactured home rental space shall be divided into four (4) zones (see attached drawing) and the permitted and non-permitted uses of the area in each zone shall be as follows:

Zone 1 – the Parkway Zone shall be defined as all the area from the front or side wall of a home in Tiny House Village to the curb at the street. The Parkway Zone area is intended to have a uniform appearance and design aesthetic throughout Tiny House Village. Owners and residents of the Village shall not put, place or keep anything in this area or allow anything to be put, placed or kept in this area. The management of Tiny House Village will maintain the area within the Parkway Zone and the landscaping therein, and will remove any non-permitted item or property found in this area of each rental space.

Zone 2 – the Driveway Zone shall be defined as the actual concrete driveway. Only functioning motor vehicles with active, valid license plate are permitted to be parked or placed in the Driveway Zone. No other items or property of any kind or nature including but not limited to furniture, art, trash receptacles, plants, playsets, toys, games, awnings, camping or sporting equipment, or structures (permanent or temporary) of any kind, etc., shall be put, placed or kept in the Driveway Zone for any length of time.

Zone 3 – the Driveway Perimeter Zone shall be defined as the area surrounding the concrete driveway in every direction from the edge of the concrete to where it meets the home, a neighbor's home, a fence, or the curb at the street. Owners and Residents of Tiny House Village may put, place or keep no more than three (3) potted plants and no more than two non-offensive (2) decorations. The management of Tiny House Village shall be the final authority over the acceptability of items placed or kept by the owners or residents of Tiny House Village.

Zone 4 – the Backyard Zone shall be defined as the area behind the front fence extending to a neighboring home or another fence line. Owners and residents of Tiny House Village may use the area within the Backyard Zone as they wish, subject to the Rules and Regulations regarding permanent construction, noxious or offensive activities, hazardous materials, noise and disturbance, nuisance, and the like. The Backyard zone is the appropriate area for keeping and using outdoor furniture, barbecues, plants, patios, yard games, playsets, decorations, etc.

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#### ARTICLE II: COMMUNITY BUILDING AND RECREATION AREA

2.1. <u>Community Building</u>. The Community Building, owned by Tiny House Village and managed by Hope Rentals, LLC, may be used by the residents of Tiny House Village with the prior permission of Tiny House Village.

2.2. Hours of Operation. The hours of operation of the Community Building are:

10 am to 9 pm – weekdays 10 am to 10 pm – weekends

2.3. <u>Permissible Users</u>. Only residents of Tiny House Village and their guests may use the Community Building.

2.4. <u>Use of Community Building, Scheduling</u>. There shall be an online sign-up sheet. To schedule the use of the Community Building, a resident shall contact Tiny House Village online at least seven (7) days prior to the proposed use. Permission to use the Community Building may be granted or denied based on the following:

- a. the lawfulness of the proposed use;
- b. the length of the proposed use;
- c. the number of people/groups waiting to use it;
- c. the nature of the proposed use;
- d. the number of people proposed to use the facility;
- e. set-up, if any, required for the proposed use;
- f. security required during the proposed use; and
- g. clean-up required at the conclusion of the proposed use.

Depending on the above, Tiny House Village may require the resident seeking permission to use the Community Building to obtain, at the residents' sole cost, casualty and general liability insurance covering the event to take place at the Community Building, and provide, at the resident's cost, private security.

2.5. <u>Cleaning Fee.</u> Unless waived, there will be an automatic cleaning fee charged for each use of the Community Building. The amount of the cleaning fee charged will depend on the amount of clean-up required after the scheduled use.

2.7. <u>Use of Community Building – General Rules</u>. The following rules shall be strictly applied and enforced in connection with any use of the Community Building:

a. No illicit drugs or illicit drug use shall be permitted on the Community Building premises at any time. No exceptions.

- b. No firearms shall be permitted on or within one-hundred feet (100') of the Community Building premises at any time. No exceptions.
- c. No smoking is permitted in the Community Building at any time. No exceptions.
- d. No pets or other animals are permitted inside the Community Building. No exceptions.
- e. The resident granted permission to use the Community Building shall be physically present at all times on the Community Building premises while the Community Building is being used and that resident shall be responsible, financially and otherwise, for any damage to the Community Building, or any other loss or injury (including death) that occurs while the Community Building is in use pursuant to the permission granted to that resident.
- f. No visibly or audibly intoxicated persons, or persons visibly or audibly under the influence of illicit drugs, shall be permitted to remain on the Community Building premises.
- g. Noise of all kind (i.e. voices, music, machinery, vehicles, etc.) shall be kept to a level where the residents of Tiny House Village not using the Community Building at the time are not bothered. A complaint about noise by a resident of Tiny House Village during use of the Community Building shall be presumed valid, and the host of the event shall be responsible for reducing the noise level. Failure to do so may result in the denial of future requests for permission to use the Community Building.
- h. Depending on the intended use of the Community Building, an advance cleaning fee deposit may be required.
- i. When the Community Building is in use, all other residents and guests shall respect the users use of the Community Building and privacy and shall not interrupt such use in any way or enter the Community Building during such use.
- j. Use of the recreation areas is limited to residents of Tiny House Village and their guests.
- k. Use of either of the two recreation areas is limited to one (1) hour per resident or guest, or group of residents or guests, at a time unless there is no one waiting to use the same recreation area or recreation facility.
- 1. Residents must supply their own recreational equipment (i.e. horseshoes, etc.) while using the community recreation areas. Tiny House Village does not supply such recreational equipment.
- m. Severe or repeated violations of the Rules and Regulations for use of the Community Building and recreation areas may result in loss of privilege to use these Tiny House Village facilities.

n. Access to the Community Building is by arrangement with Tiny House Village.

#### ARTICLE III: USE OF STREETS AND TRAFFIC CONTROL WITHIN TINY HOUSE VILLAGE

3.1. <u>Speed Limit</u>. For the safety of all residents, children and guests, the posted speed limit of 15 mph shall be observed at all times while driving within Tiny House Village.

3.2. <u>Traffic Control</u>. All street signs and other markings directing or controlling traffic within Tiny House Village shall be observed at all times.

3.3. <u>Street Parking Prohibited</u>. All streets and roadways within the Village are private and narrow. No vehicle shall, at any time during the day or night, and during any part of the year, be parked on the streets within Tiny House Village. No exceptions. If a vehicle found to be parked on a street within Tiny House Village, the owner will be asked once to remove it immediately. If the same vehicle, or another vehicle of the same owner, is found parked on the street, the vehicle may be towed away at the owner's expense.

3.4. <u>Visitor/Guest Parking</u>. If there is not sufficient room to park (completely) within the Rental Space of the person who a visitor is visiting, the visitor may park in one of the Guest Parking spots within Tiny House Village. Such Guest Parking is limited to 24 hours. This restriction is posted on signs in the Guest Parking areas. Please respect this restriction. Vehicles parked in Guest Parking spots for longer than the 24-hour period may be towed at the owner's expense.

#### **ARTICLE IV: LAUNDRY, BATH AND SHOWERS**

4.1. <u>Use, Access</u>. Use of the Laundry, Bath and Showers facility is limited to residents of Tiny House Village and their guests. Access is by prior arrangement with Tiny House Village.

4.2. <u>Use of Facility</u>. While using the Laundry, Bath and Showers facility, no resident or their guest(s) shall:

- a. Leave laundry unattended in the facility;
- b. Leave clothes unattended in any washer or dryer clothes shall be promptly removed from washers after the washing cycle has finished, and from dryers when the clothes are dry;
- c. Leave soap, shampoo, shaving creams, razors, combs, brushed, make up, hair ties, towels or other personal affects within the facility all personal effects shall be removed from the facility when the user exits the facility.

4.3. <u>Clean-</u>up. Each resident or guest using the Laundry, Bath and Showers facility t Tiny House Village shall clean up after each use. Any resident or guest found not cleaning up after their use of the facility may lose the privilege of using the facility in the future.

## **ARTICLE V: STORAGE AREAS AND GARAGES**

5.1. <u>Use of Storage Areas and Garages</u>. There shall be no use of any of the storage areas or garages in Tiny House Village without first entering into a written rental agreement with Tiny House Village for such usage. No. exceptions.

5.2. <u>Prohibited Items and Activity In or Around Storage Areas and Garages</u>. There shall be no storage of any flammable, combustible or illegal substances or materials in, on or around any storage area or garage within Tiny House Village; and there shall be no loitering or hanging out in the garages by any one or more persons. Garages may not be used for meeting places, nor shall the garages be used as living spaces.

5.3. <u>Return of Storage Areas and Garages</u>. Upon expiration of any written rental agreement, the storage area or garage shall be returned to Tiny House Village in a broom-clean condition and completely free of any of trash, personal items or other debris.

### **ARTICLE VI: TRAVEL TRAILER SPACES**

6.1. <u>Usage of Travel Trailer Spaces</u>. Use of the travel trailer spaces in Tiny House Village, and the terms of such usage, shall be at the sole discretion of Tiny House Village. In all cases, however, a prospective user of the travel trailer spaces shall submit a properly completed application for residency to Tiny House Village and, if approved, a written rental agreement will be required. In addition to matters such as financial/credit condition, ability to pay, proposed use, occupancy term, and the like, Tiny House Village may also consider architectural and style compatibility with the Park and compatibility of utility hook-up connections.

6.2. <u>Utility Hook-Up</u>. Any expense incurred by a prospective user of the travel trailer spaces in Tiny House Village to hook up to the utilities, or to covert the user's travel trailer to be compatible with the hook-up connections of Tiny House Village, shall be borne solely by the user. Payment for utilities service shall be as stated in the written rental agreement.

6.3. <u>Return of Travel Trailer Space</u>. Upon expiration of the written rental agreement, the tenant shall promptly return possession of the travel trailer space to Tiny House Village in a broom-clean, debris-free condition.

## ARTICLE VII: REMOVAL OF A MANUFACTURED HOME FROM THE PARK

7.1. <u>Removal of Manufactured Home from Tiny House Village</u>. The owner of a manufactured home in Tiny House Village may not remove the home from the rental space upon which it is situated before obtaining a signed Clearance for Removal from Tiny House Village. To obtain a signed Clearance For Removal, the owner shall submit a properly completed Notice of Removal to Tiny House Village, along with the owner's plan and schedule for the removal of the manufactured home, and comply with all requirements of Tiny House Village regarding safety, disconnection of utilities, protection of property, and restoration of the rental space.

7.2. <u>Owner's Notice of Removal; Security Deposit, Surety Bond</u>. The Notice of Removal shall be completed and submitted to Tiny House Village acknowledging that Tiny House Village will require either a special security deposit, or surety bond from a surety approved by Tiny House Village, in the amount of \$2,500.00 to ensure that Tiny House Village's requirements for removal of a home are met. If the owner elects to use a security deposit instead of a surety bond, the owner shall deposit with Tiny House Village an amount necessary to increase any previous security deposit to a total of \$2,500.00. If the owner elects to use a surety bond, the bond shall be for \$2,500.00 and made payable to Tiny House Village. The security deposit or surety bond shall be submitted to Tiny House Village with owner's Notice of Removal.

7.3. Owner's Plan and Schedule For Removal. Along with the owner's Notice of Removal and security deposit or surety bond, the owner shall also submit a plan, detailing the means that will be used to remove the manufactured home from Tiny House Village including, but not limited to: the date and approximate time the home will be disconnected from the utilities and readied for transport; the equipment that will be used to remove the home from the rental space and then transport the home from the rental space to the public street beyond the exit of Tiny House Village; the route within Tiny House Village that will be taken; the licensed contractor who will be hired to complete the disconnection, removal and transport of the home; and the steps and safeguards that will be taken to ensure the safety and protection of other homes, vegetation and property within Tiny House Village. Tiny House Village may withhold issuance of a Clearance for Removal if any of the foregoing is not satisfactory, in the sole discretion of Tiny House Village, to protect the safety of Tiny House Village residents and their property, and the property of Tiny House Village.

7.4. <u>Restoration of Rental Space</u>. After issuance of a Clearance for Removal and removal of the manufactured home from the rental space, the owner of the home, or a licensed contractor hired by the owner, shall restore the condition of the rental space as follows: the rental space shall be left level – the owner/contractor to bring in clean dirt to fill in any depressions left by the home just removed; all drainage swales shall be left free of vegetation (dead and alive), trash and other debris; all trees shall be trimmed; any holes in fencing shall be repaired, and all trash, vegetation (other than landscaping) and debris shall be removed from the rental space.