

APPENDIX A OF BRANFORD MOBILE HOMES RENTAL AGREEMENT

**RULES AND REGULATIONS**

The following Rules and Regulations are applicable at Branford Mobile Homes and are intended by the Owner of the Park to make living conditions pleasant for all our residents. "Park" refers to Branford Mobile Homes. "You" and "yours" refers to each resident or occupant. "We", "ours" and "us" refers to the Owner(s) of the Park. "Unit" means Lot, or numbered space in the Park that you rent. "Home" means the mobile or manufactured home that you occupy or own on the designated Unit, Lot or numbered space.

- (1) ANIMALS:
  - 1.1 No animals are allowed without prior written consent. Additional fees may apply.
- (2) CABANAS AND AWNINGS:
  - 2.1 Cabanas or awnings shall not be enclosed without our written permission and a building permit issued by local Building Officials.
- (3) VISITING CHILDREN:
  - 3.1 Visiting children must be kept under control, and good behavior will be expected of them.
- (4) CLOTHES REELS:

Clotheslines and reels are not permitted.
- (5) FENCES AND STEPS:
  - 5.1 Fences are not allowed except ornamental fences, if approved by us.
  - 5.2 Steps to the home or to the patio shall be in good order.
- (6) FOR SALE SIGNS:
  - 6.1 "For Sale" or similar signs may not exceed 12" x 12" and must be placed inside the window of the Home.
  - 6.2 Only one such sign may be displayed per home.
  - 6.3 No signs may be posted outside the home, or in front of the Park and highway without prior consent.
- (7) LOT MAINTENANCE
  - 7.1 You agree to:
    - 7.1.A Keep your home and lot clean and neat and free from vermin and rodents.
    - 7.1.B Keep grass mowed, trimmed and free of weeds.
    - 7.1.C Repair or replace any park-owned improvements you have damaged.
    - 7.1.D Remove ice and snow from your driveway, walks and patio.
    - 7.1.E Protect and water the trees, lawns and shrubbery
      - 7.1.E.1 You may add new shrubbery and/or trees, if they are planted so they will not interfere with an adjoining resident's use of his lot or home (i.e. shrubbery or bushes shall not be planted near enough to an adjoining home so as to do damage to the home or inconvenience the occupant) and so they will not interfere with the maintenance of the Park utilities. You

will pay the costs for any damage to utility lines if you cause damage as a result of planting.

7.1.E.2 Any trees or shrubbery you plant shall become a part of the real estate (the Lot itself) and may not be removed when you leave.

7.1.F Keep the space around and under your home neat and free of rubbish and other accumulations.

7.2 If you fail to comply with Rules 7.1.A-7.1.F, we will give you written notice. If you have not taken care of the problem within 72 hours of the written notice, we may perform these duties. If we do so, you will pay us \$75.00 per hour for the work we have done. If it is an emergency, we may do the work immediately, and you will pay us \$75.00 per hour for the work we have done.

7.3 No vegetable gardens shall be permitted except in areas designated by us.

7.4 We will trim and fertilize Park trees and shrubs whenever we think it is necessary. You will not cut trees or shrubbery without our written permission.

(8) PORCHES, SKIRTING, PATIOS AND DECKS:

8.1 Porches are permitted only when we approve the design and placement in advance of construction, the construction will not conflict with the rules of the local Building Department and a Building Permit is obtained.

8.2 You will keep your porch, skirting and screening in good repair.

8.3 No material or covering shall be attached to the exterior of the skirting.

8.4 All homes shall have skirting meeting our specifications. The only type of skirting we permit is manufactured vertical vinyl skirting which is accessible at all points for entry to maintain utility connections.

8.5 No skirting shall be installed and no changes shall be made to existing skirting without first securing written permission.

(9) RUBBISH AND TRASH:

9.1 All garbage must be properly wrapped.

9.2 Rubbish, trash and garbage may be put only in approved trash containers. These containers are to be kept covered at all times and must be kept in the rear of the home until trash pick-up day.

9.3 Trash containers may not be stored at the hitch of the home or beside the front door.

(10) HOME:

10.1 Your home is to be kept in good repair, clean and neat. No mobile homes may enter the Park or remain in the Park unless it is safe and sanitary. No home shall be resold in place unless it meets the standards for resale.

10.2 Utility connections, including water, sewer and others, are to be properly connected, insulated and protected, before you take occupancy, and must be maintained throughout occupancy.

10.3 Plumbing in the home is to be kept in good repair, and any plumbing leaks must be repaired immediately. We may shut off water to the home if water leaks exist. All water and sewer connections from the home to the Park's in-ground connections are to be properly maintained by you.

10.4 We provide electric service to electric meter. All lines and fixtures from the meter and in the home are to be maintained in a safe manner by you.

10.5 If the home is substantially damaged by fire or other causes so that it cannot be occupied, you will remove the debris and the salvage or allow us to do so immediately, at your expense.

10.6 You are responsible for the monthly Lot Fee until your home is sold or removed from the Park.

10.7 You must file a removal certificate with the Town Clerk before you can remove your mobile home.

10.8 You are responsible for the costs to remove your home from the Park.

10.9 If you fail to comply with Rules 10.1-10.8, we will give you a written notice. If you have not taken care of the problem within 30 days of the written notice, we may perform these duties. If we do so, you will pay the cost of the repairs or removal. If it is an emergency, we may do the work immediately, and you will pay the cost of repairs.

(11) **UTILITY BUILDINGS OR SHEDS:**

11.1 One utility building per lot is permitted, if it does not violate the Town's Building Code and is approved by the Building Inspector, and only if it meets the following specifications:

11.1.A Roof no higher than 7' in the center and 5' at the sides.

11.1.B Overall dimensions shall not exceed 8' x 10'.

11.1.C Sheds must be pre-approved by Branford Mobile Homes and a Building Permit, required by the Town of Branford, must be obtained before your shed can be installed.

(12) **VEHICLES:**

12.1 Not more than one registered vehicle per adult resident shall be kept in the Park. The vehicles shall be in good repair and have a good appearance. They shall be properly parked in the driveway or designated parking area on your Lot. Unregistered vehicles may be towed away at your expense.

12.2 Vehicles not permitted in the Park include commercial vehicles, recreation vehicles, trailers, motor scooters, boats, ski mobiles, motorized go-carts, motorized bicycles. No motor scooter, ski mobile, or motorized bicycle may be operated within the Park.

12.3 No major repairs to vehicles are permitted in the Park.

12.4 No washing of vehicles is permitted in the Park.

12.5 Speed limit of all motor vehicles in the Parks is 10 mph.

(13) **NOISE:**

You must be considerate of other residents, especially because many of our residents are elderly and find noise objectionable. After 10:00 pm you shall not make noise (or permit noise from anywhere in your lot) which may disturb others sleeping. Loud playing of radio, TV, stereo or other instruments is not allowed at any time.

(14) **OIL STORAGE:**

**NO OIL STORAGE IS ALLOWED IN THE PARK**

(15) **VACANT AND UNOCCUPIED HOMES:**

No Home shall remain vacant or unoccupied for more than thirty (30) days without our express written permission.

- (16) **SWIMMING POOLS, TENTS, SWING-SETS:**  
No swimming pools, wading pools, tents or swing-sets (gym type) are allowed in the Park.
- (17) **TAG SALES AND AUCTIONS:**  
No tag sales, auctions or other public sales are permitted in the Park.
- (18) **VISITORS:**  
18.1 Your visitors must obey Park Rules and Regulations.  
18.2 You must obtain written approval for any visitor staying with you for more than a two-week stay.
- (19) **COMPLAINTS AND PROBLEMS:**  
All complaints and any problems (other than emergencies) about the Park or the actions of other residents must be reported to the Management in writing at **Branford Mobile Homes, P.O. Box 935, Branford, CT 06405**. Notify us immediately of any emergency by phone at (203) 488-1758 / 468-9008, and confirm it in writing as soon as possible.
- (20) **EXCEPTION:**  
Reasonable exception to these regulations may be allowed at our sole discretion, if you have good reason. Any request for an exception must be made in writing.
- (21) **WRITTEN RENTAL AGREEMENT:**  
21.1 Each adult resident must sign a written rental agreement in accordance with Section 21-70 of the Connecticut General Statutes before occupying the mobile home lot.  
21.2 You must abide by all reasonable obligations imposed on residents by the current Park Rental Agreement whether or not you have signed the agreement.
- (22) **VIOLATION OF RULES AND REGULATIONS:**  
22.1 If we are required to enforce Park Rules and Regulations against you or if we evict you because of a violation of the Rules and Regulations, you must pay all of the costs and expenses we incur, including court costs and a reasonable attorney's fee.  
22.2 If you fail to comply with any of the Rules and Regulations and we must do any work as a result of your noncompliance, you must pay us \$75.00 per hour as a labor charge for the work we do.

## **APPENDIX B:**

### **RESALE STANDARDS**

NOTICE: Upon written notification by Resident to Owner of his intention to sell, Owner may ask for an inspection to be made of the home and lot for compliance with these resale standards as well as park Rules and Regulations.

All necessary repairs and improvements as a result of aforesaid inspection shall be completed and home re-inspected before said home is offered for sale.

THE STANDARDS FOR ALL MOBILE HOMES BEING OFFERED FOR RESALE WITHIN THE PARK ARE:

- (1) No mobile home will be allowed to enter the Park or resold on the lot, unless it is safe and sanitary and meets existing standards.
- (2) All homes must have smoke detectors.
- (3) All furnaces must have an emergency safety switch.
- (4) All homes must be uniformly skirted with Park-approved skirting, to prevent access by animals or children to the undercarriage of the unit.
- (5) Pre-cast concrete steps or other Park-approved permanent steps must be set at all doors of the home.
- (6) The homes must be in good repair and free of insects, rodents, vermin, pests, etc.
- (7) Only pre-approved utility sheds are allowed.
- (8) Any porch enclosure must be pre-approved by Branford Mobile Homes.
- (9) All utility connections must be operating correctly.
- (10) All applications for lot leases within the Park must meet the requirements of the Rules and Regulation of the Park, which are applicable to all residents. The application for lot rental must be completed by the prospective tenant at the Main Office.
- (11) In addition to the foregoing requirement, Resident has the obligation to ensure that his buyer demonstrates financial ability to pay the rent for the space or lot upon which the mobile home is located.
  - a. An acceptable credit report from a credit rating bureau is necessary before application can be approved. Applicant shall be required to pay the costs of said credit report.
- (12) As part of the prospective buyer's application for lot lease, other occupants, pets, vehicles, etc. shall be in accordance with the Park's Rental Agreement and the rules and Regulation.
- (13) Total occupancy shall not exceed two (2) persons per bedroom.
- (14) All resale must comply with Connecticut General Statutes Section 21-67a regarding the filing of Title documents on the local Land Records.

## BRANFORD MOBILE HOMES

P.O. BOX 612  
Branford , CT 06405

### DISCLOSURE STATEMENT

This statement is provided to you as a prospective or current resident of Branford Mobile Homes, 26 North Main Street, Branford, Connecticut, and is a general summary of your rights and obligations under Connecticut's mobile manufactured home laws. Refer to Chapter 412 of the Connecticut General Statutes for details of these laws. This disclosure statement does not add or subtract from your rights and obligations under the mobile manufactured home laws. The Park owner must keep a signed copy of this disclosure statement on file.

1. Monthly Rental Fee and All Other Fees Payable by You to the Owner: The rental fee payable during the term of the Rental Agreement is **(\$475.00)** dollars per month.
2. Length of the Rental Term: The Rental Agreement shall be for a term of one year
3. The Amount of land Which You are Renting: The approximate amount of Land that you will be renting is *2,100 square ft.* more or less.
4. Obligations of Park Owner:
  - a. The Park Owner must:
    - (1) Maintain the common grounds of the Park.
    - (2) Exterminate insects, rodents or other pests in the common areas of the Park.
    - (3) Maintain all utilities provided by the Park Owner.
    - (4) Provide adequate parking space.
    - (5) Maintain the roads in the Park.
  - b. The Park Owner will also provide, without charge, the following:
    - town sewers
    - water
    - utility connections to your home
    - weekly refuse pick-up
    - snow removal from main driveway
    - lawn service for common area and Lots
5. A more detailed description of these obligations may be found in the Rental Agreement.
6. Your Responsibilities: You must:
  - (1) Pay the Rent and all legitimate charges on time.
  - (2) Keep the Home, Lot and any supplied facilities in a clean and sanitary condition.
  - (3) Comply with the Rules and Regulations of the Park.

7. Your Rights Regarding Eviction:

THE FOLLOWING RIGHTS APPLY TO YOU:

- (1) You may be evicted only for one or more of the following reasons:
  - (A) Nonpayment of Rent or outstanding charges.
  - (B) A substantial violation of a law concerning the health and safety of other residents or the physical condition of the Park
  - (C) A substantial violation of the rental Agreement or Rules and Regulations of the Park
  - (D) Failure to Agree to a Rent increase
  - (E) A change in the use of the land on which your Home is located.
- (2) In connection with reasons (1) (B), (C) and (D) above, you must be given written notice of the violation and the 21 days in which to correct it.

8. For Residents who own the Mobile Manufactured Home –

Your Rights and Obligations if you sell your Home:

YOU MAY SELL YOUR HOME ON ITS PRESENT LOT IF:

- (1) Your Home is safe, sanitary and meets all the aesthetic standards of the park and
- (2) The purchaser meets the entry requirements of the park. *These requirements are limited by law.*

9. Your Rights Regarding Changes in the Park Rules:

THE PARK OWNER MAY MAKE A CHANGE TO THE PARK RULES ONLY IF:

- (1) The purpose of the rule is to:
  - (A) promote the convenience, safety or welfare of Park residents;
  - (B) prevent abuse of the Park Owner's property; or
  - (C) distribute park services and facilities to Park residents in a fair manner.
- (2) The rule is reasonably related to its purpose
- (3) The rule applies to all residents in a fair manner except reasonable exemptions may be made
- (4) The rule clearly informs you what you must do or cannot do
- (5) You receive written notice

10. Protection of Your Rights:

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

11. Written Rental Agreement:

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

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

RESIDENT(S):

\_\_\_\_\_ date: \_\_\_\_\_

\_\_\_\_\_ date: \_\_\_\_\_

\_\_\_\_\_ date: \_\_\_\_\_

\_\_\_\_\_ date: \_\_\_\_\_