



RULES & REGULATIONS

for

OLDE TOWNE VILLAGE

A Manufactured Home Community

205 Hazelwood Drive
Smyrna, Tennessee 37167

TABLE OF CONTENTS

Notices.....	Page 3
Property Description.....	Page 3
Utilities and Other Services.....	Page 4
Rules and Regulations.....	Page 5
Tenant Requirements and Guests.....	Page 5
Signs.....	Page 5
Additional Structures and Attachments.....	Page 5
Exterior Maintenance.....	Page 6
Lawn and Landscaping.....	Page 7
Children.....	Page 8
Vehicles and Parking.....	Page 8
Pets.....	Page 9
Miscellaneous.....	Page 9
Quiet and Safe Enjoyment.....	Page 10
Mailing of Notices and Utility Bills.....	Page 11
Liability for Damage.....	Page 11

NOTICES

Name, address and location of Community:

Olde Towne Village
205 Hazelwood Drive
Smyrna, TN 37167

Owner of Community:

Olde Towne Village II, LLC
PO Box 46399
Mt. Clemens, MI 48046-6399

Management Company

My Place Communities, LLC
PO Box 46399
Mt. Clemens, MI 48046

Name and address of person authorized to receive notices on Community Owner's behalf:

My Place Communities, LLC
Christopher Nortley
PO Box 46399
Mt. Clemens, MI 48046
Phone: (586) 745-4294
Email: corporate@myplacecommunities.com

Community Managers (On Site)

Michael Dietz and Kay Few:
205 Hazelwood Drive, #9
Phone: (615) 930-6661
Email: oldetowne@myplacecommunities.com

PROPERTY DESCRIPTION

It is anticipated that no more than 25 lots will be developed within the Community. The Community does not contain lots with defined lot lines; however, all Tenants are allowed usage of the areas immediately surrounding their leased home, as long as it does not interfere with the quiet enjoyment of the neighboring home.

The street through the Community is for the use of all Tenants; however, two (2) specific parking spaces will be assigned to each unit. Additional guests are to use the public lot next to the store, although no guest parking is guaranteed for any lot.

UTILITIES AND OTHER SERVICES

Services provided by the Owner in exchange for payment of rents, include lawn mowing, mailboxes, maintenance of the common areas, the servicing of Tenant inquiries and requests, and the enforcement of Community rules and regulations.

Water	(including sewer service) Provided by Smyrna Utilities, and metered to the Owner via a master meter. Each unit is sub-metered individually and will be read on or around the 15 th day of each month. The Owner will then bill each unit for water and sewer service, based upon the unit's usage of water.
Electricity	Service is provided and billed directly to the Tenant by Middle Tennessee Electric Membership Corporation (MTEMC).
Gas	Service is not available within the Community.
Television	Cable service is provided and billed directly by Comcast.
Telephone	Service is provided and billed directly by Comcast.
Internet	Service is provided by either Comcast and billed directly by the provider.
Trash	The community provides trash service for each unit
Lawn mowing	Service provided and paid by the community owner, provided by an outside company on an as-needed basis.

OLDE TOWNE VILLAGE

RULES AND REGULATIONS

The following Rules and Regulations are designed to protect the general welfare of the Tenants of Olde Towne Village (the "Community") and the investment of each Tenant and the Community Owner. These Rules and Regulations may be changed from time to time to achieve those purposes. The final decision regarding any changes shall be made by management in accordance with the laws of the State of Tennessee.

Affected Tenants shall be given thirty (30) days written notice of any changes in Rules and Regulations of the Community prior to them becoming effective, except for Rules and Regulations adopted as a result of restrictions imposed by a governmental entity and required to protect the public health, safety, and welfare, which may be enforced prior to expiration of the 30-day period.

Management will not unreasonably withhold its approval of any proposed action for which such approval is required by the Rules and Regulations, but management may condition its approval of certain actions in the manner provided for herein, and the imposition of such a condition shall not be deemed to be unreasonable.

I. TENANT REQUIREMENTS AND GUESTS

A. No home may be occupied by more than 4 persons if it contains 2 bedrooms or more than 6 persons if it contains 3 bedrooms. Guests may visit up to thirty (30) days per calendar year without additional charge. Should a guest wish to stay longer than the thirty (30) days, he/she must apply and be approved by management as an additional Tenant in the household and pay an additional One Hundred Fifty Dollars (\$150.00) per month in rent. Guest visits may or may not be consecutive thirty (30) days and all guests staying more than 7 consecutive days must be registered with Community management. If the guest stays longer than 30 days and does not fill out an application for a background check, there will be an additional (\$150.00) per month added to your rent every month.

B. Children visiting as a partial-custody arrangement are excluded from the maximum 30-day rule and from the additional One Hundred Fifty Dollars (\$150.00) in rent; however, at no extended time, should the home be occupied by more than 2 persons per bedroom.

C. Each Tenant is required to acquaint all guests with all conditions relating to the use of the Community and is personally responsible for all actions and conduct of those guests. Each Tenant shall be liable for any damages to any Community property, caused or contributed to by his, her, or their guests.

D. All Tenants shall be required to complete an application for admission prior to residing in the Community and furnish Owner all the information required by State law. If an application for tenancy is found to be falsified or misleading, it is grounds for termination of the lease, even if the application was otherwise approved.

II. SIGNS No signs are permitted to be placed anywhere on the outside of the home, nor on the inside as to be visible from the outside.

III. ADDITIONAL STRUCTURES AND ATTACHMENTS

A. No utility buildings, sheds, fences, walls, lattice, lights, or any other structures or additions may be added to the home or placed on the lot.

B. Holiday lights and decorations must be properly placed at the proper times of the year and be removed immediately following the holiday and all cleanups done as necessary. Lights and garlands may be wrapped around deck rails and/or

stairs, but may not be affixed with any type of attachment that requires screws, nails, staples, etc. Plastic clips and ties are normally safe to use and can be purchased at Wal-Mart.

C. No deck covers, awnings, deck screens, or modifications to existing decks, are allowed without prior written approval by the Owner.

D. Flower or window boxes or other attachments fastened to or protruding from the home or decks are not permitted.

E. No carports shall be affixed to the property without prior written approval by the Owner. If any such structure shall be approved, it must be maintained in good condition by the Tenant. At the end of the lease, it must be removed, and the area restored to its original appearance, or at the Owner's option, Tenant may leave the carport.

F. No antennae or other sending and receiving apparatus shall in any way be attached to or protrude from any home or be placed in any lot; however, persons with a Ham or proper communications license for broadcasting may, at the absolute discretion of the Owner, install a flagpole-type sending and receiving antenna. Owner must first approve its construction, placement, and design. Cablevision is available in the Community and Tenants are encouraged to subscribe to it.

G. No flagpoles are allowed to be attached to the home or placed in the lot, except the type that may be approved as per Paragraph III, E. above.

H. No satellite dishes are permitted, neither on the lawn nor on the roof.

IV. EXTERIOR MAINTENANCE

A. The exterior of each manufactured home and other structures in the Community shall be maintained in good order and condition and shall have a neat and clean appearance.

B. No aluminum foil is permitted on the windows of any home.

C. All window treatments that are visible from the exterior of the home, must be white or cream-colored, or be lined in a fabric that is white or cream-colored. Blankets, sheets, towels, etc. may not be used as window coverings.

D. Outdoor open-shelf storage is not permitted.

E. Exterior shall be free from debris and litter, including, but not limited to cigarette butts.

F. Tenant is responsible for effective extermination measures to guard against the spread of infestation of insects, mice, and/or other vermin.

G. No laundering, clothes lines, or other apparatus for the drying of clothes, bathing suits, towels, etc., will be permitted outside on any lot, nor shall any such item be draped or hung on decks, rails, or in yards.

H. Solar heating apparatus may not be installed.

I. No bamboo, reed, matchstick, plastic, or other type of hanging shall be used on or around a deck.

J. No painting of the exterior, or changes or additions, or any attachments thereto, are permitted unless first approved in writing by the Owner.

K. Free-standing pots and planters are acceptable on the decks; however, each Tenant is responsible for the maintenance of said planters. They should be heavy enough that they are not blown about by ordinary winds, and plantings must be kept fertilized, watered, trimmed, edged, and pruned to present a neat, clean appearance.

L. Garbage cans must be kept inside until the specified day for garbage pickup, except for the approved trash hauler's containers.

M. The use of any furniture outdoors is prohibited unless it is outdoor patio furniture. No overstuffed furniture, ironing boards, mops, appliances, etc. are allowed outside the home. Owner may, after written notice, remove such furniture or material and bill Tenant for this service, which must be paid within three (3) days after billing.

N. In the case of negligence in the care and upkeep of a Tenant's space, Owner will give seven (7) days written notice to that Tenant by personal delivery or by U.S. Mail, directed to the address in the Community, specifying the repairs or maintenance that is needed. If those repairs or maintenance are not made within that seven (7) day period, management will perform, at the expense of the Tenant responsible therefore, such gardening maintenance and/or repairs as are reasonably necessary to prevent the space from detracting from the appearance of the Community's premises.

O. Please keep all storm doors closed at all times. They are expensive and if damage is done due to Tenant's negligence, the doors will be replaced at Tenant's expense.

P. Entrances, walks, lawns, driveway, and parking spaces shall not be obstructed or used for any purpose other than ingress and egress.

Q. Tenant is responsible to keep all trash picked up outside Tenant's respective unit. Owner may, after delivering or posting written notice on Tenant's door, remove such trash or debris and bill Tenant for this service, which must be paid within three (3) days after billing. Tenant understands that this additional cost of cleanup shall be collected as additional rent.

V. LAWN AND LANDSCAPING

A. No trees or landscaping may be removed without prior written approval from management.

B. Certain plants may be added to the landscaping; however, the number and types of plants must be approved by the Owner in writing, prior to planting.

C. Ornamental stone is not allowed; only mulch shall be used in plant beds, tree rings and/or around yard plantings.

D. Yard ornaments are not permitted in the grassy areas but may be allowed in the landscaping or on the decks. Ornaments need to be limited in number and tasteful in appearance. Yard ornaments referred to herein refer to both ceramic ornaments as well as windmills, weathervanes, sundials and other numerous and sundry items and paraphernalia commonly seen in many yards, and sometimes in excessive numbers. Yard ornaments may not be placed so as to interfere with the use of riding lawnmowers.

E. Each Tenant is responsible for the maintenance of the plant beds immediately in front of the home. They must be kept fertilized, watered, trimmed, edged, pruned, and mulched to present a neat, clean appearance.

F. Management must be consulted about the location of underground utilities prior to any digging by or on behalf of any Tenant in excess of six (6) inches in depth.

G. During planned absences, arrangements must be made for the care of the absentee Tenant's decks and plant beds. Patios, decks, and surrounding areas must be neat and well-kept.

VI. CHILDREN

A. Tenants are responsible for the acts of their children and the children of their guests, whether or not the Tenant is present at the time the guests and/or children are present.

B. Children under the age of fourteen (14) shall NOT be left unsupervised. A responsible adult (Eighteen [18] years or older) must be on the premises at all times.

C. No swimming pools or trampolines are allowed, nor any other large outside toy/equipment which cannot be moved back indoors.

D. The throwing of any ball harder than a beach ball is prohibited in the Community, including but not limited to footballs, baseballs, softballs, soccer balls, etc.

E. Tenant acknowledges that Owner has provided a playground for the use of all tenants of Olde Towne Village. Tenant recognizes that there is an inherent danger in the use of playground equipment (or any other equipment in the vicinity) by Tenant, Tenant's child(ren), or Tenant's guests. Tenant agrees to fully comply with and abide by the notices, rules, indemnities, common courtesies, obligations, and cautions associated with Tenant's use of the playground. Tenant further acknowledges that Tenant uses the playground (and any other equipment in the vicinity) and participates in any or all activities associated with the playground at Tenant's own risk and agrees to absolve Owner of any damage or loss due to physical injury, death, or the loss of Tenant's personal property (or that of Tenant's spouse, children, family, or guests). Tenant takes full responsibility for the safety of the aforesaid guests, including medical care and emergency assistance, and agrees not to hold Owner or any employee or manager of Owner responsible or liable for any accident or incident or resultant medical or emergency care or assistance, including those listed herein. Tenant releases Owner from liability for and agrees to indemnify Owner against losses incurred by Owner as a result of (a) Tenant's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about Residence or Residence to Tenant's invitees or licensees or such person's property; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien, or other encumbrance filed against Residence as a result of Tenant's action, and (e) any damages due to natural cause, including, but not limited to wind, water, snow or ice. Should Owner be required to incur attorney's fees and costs to enforce this agreement, or defend any claim or action by Tenant of a third party, Tenant agrees to indemnify and hold Owner harmless from all such fees and costs

F. All toys should be stored neatly on or underneath the side or rear decks on a nightly basis or anytime the Tenants are not at home.

G. NO PLAYING ALLOWED ON OR NEAR THE RAILROAD TRACKS. Children are fearless, so please educate your children and their guests about the hazards of trespassing near the tracks.

H. Although these rules may sound unfriendly toward children, the intent is to protect their safety as well as the property of the Community. There are numerous playgrounds and public parks in the area, including the soccer field close by on Enon Springs Road and the park beside the library, also on Enon Springs Road.

VII. VEHICLES AND PARKING

A. The roadway through the Community is for the use of all Tenants; however, two (2) specific parking spaces will be assigned to each unit and 1 guest spot. Additional guests are to use the public lot next to the store, although no guest parking is guaranteed for any lot. Should a Tenant need an extra parking space they must first request it from management. Once approval is given, there will be a \$50 per month charge for each extra space.

B. The roadway is a one-way drive. To enter the Community, use the entrance located to the southwest (closest to Enon Springs Road). To exit the Community, use the exit located to the northwest (closest to downtown).

C. No recreational vehicles are allowed to be kept on the premises.

D. Go-carts, mini-bikes, ATV's, and/or any other off-road vehicles are not permitted in the Community.

E. The speed limit on all roadways in the Community shall be a maximum of five (5) miles per hour.

F. Parking on the grass is prohibited at all times, and street parking will only be allowed for deliveries and/or pick-up, for a maximum of fifteen (15) minutes.

G. Consideration will be given for temporary additional parking spaces when moving into or out of a home. The actual moving date should be coordinated with the Management Company.

H. All trailers, motor homes, campers, boats and other large-sized equipment or accessories belonging to a Tenant must be kept outside of the Community. Nothing larger than a pick-up truck with a cab-high shell will be permitted to be parked in a parking space.

I. No vehicle may be parked in the driveway with any portion protruding into the roadway.

J. All vehicles parked in the Community must meet State legal requirements as to registration and licensing; must be insured and in good operative condition. No unsightly or inoperative vehicle may be parked in the Community. Vehicles must be maintained so as not to leak fluids on the parking spaces or driveway. Tenants will be held liable for all mitigation regarding automotive fluids or grease.

K. Any vehicles in violation of these rules shall be towed at the expense of the Tenant and/or vehicle owner. Olde Towne Village II, LLC will not be responsible for any damages to a towed vehicle, nor any inconvenience to its owner as a result of the towing.

L. Motorcycles will be allowed only for the purpose of entering or leaving the Community, and then only at slow speeds which will not create undue noise for the other Tenants. Motorcycles may not be driven around inside the Community, neither on the grass nor the roadway.

M. No one without a valid driver's license may drive any motorized vehicle within the Community.

N. Tenant may make minor vehicle repairs in a timely manner on his, her or their driveway, only as required to get the vehicle to an off-premises shop. Oil changes and radiator flushes are not permitted within the Community. Major repairs such as engine overhaul, transmission overhaul, rear axle overhaul, or any form of body repair or restoration cannot be performed in the Community.

O. All Tenants and their guests must be aware of pedestrians when operating vehicles in the Community and drive slowly and cautiously.

VIII. PETS

A. No animals, dogs, cats, birds, reptiles, insects, livestock, poultry, or pets of any kind may be kept in, on, or about any space within the Community. If violation of such is observed, Tenant will receive a notice to vacate the property.

B. Tenant's guests may NOT bring pets into the Community at any time.

C. Do not feed stray animals that may wander into the Community.

IX. SERVICE ANIMALS

SERVICE ANIMAL RULES Residents must register “domesticated” pets per household with Management’s approval. Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of privileges and/or eviction.

- A. Where required, a current rabies tag must be worn by the service animal.
- B. Dangerous or aggressive service animals are not allowed. Any service animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to lunging, growling, biting and/or barking at Residents or other pets.
- C. Residents are required to clean up their service animal’s defecation on their site and while walking their animal.
- D. When outside, all service animals must be kept on a hand-held leash.
- E. Service animals may not be tied up and left outdoors.
- F. Management may require removal of service animals that cause excessive noise or disturb other Residents.
- G. Management adheres to all Fair Housing Requirements regarding Service/Assistance Animals. Please contact Management prior to bringing any Service/ Assistant Animal into the community.
- H. Residents shall be responsible for ensuring that the service animal does not damage property (including sod, landscaping, Management’s property and property of others) and Residents shall be solely responsible in the event of any such damage and agrees to pay all costs involved for restoration or replacement of damaged property. All costs incurred shall be considered additional rent. Residents agree to indemnify and hold harmless, and defend Management together with its Residents, invitees, agents, contractors and employees, owners, affiliates and managers, against all liability, Judgements, expenses (including reasonable attorney fees), and claims by third parties, for any injury to any person or to property caused by the Service Animal.
- I. Residents may under no circumstance feed stray cats in the community. A \$50 fee will be added to the residents rent, should they be found doing so. The \$50 will be applied upon each occurrence.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

- If you are a current tenant of Olde Towne Village II, leasing a home, please see your Lease for any additional restrictions.

IX. MISCELLANEOUS

- A. Washing machines, dryers, refrigeration, freezers, water softeners, etc. are only permitted inside the home or utility room.
- B. No window-type air conditioning units are permitted in the Community without prior written approval from management, and such approval may be withheld by management if it considers a particular unit unsightly or noisy. No roof-top air conditioners are permitted.
- C. No outdoor fires are allowed other than in an approved standard-size cooking grill, which must be placed on the grass or gravel during use, a MINIMUM OF SIX (6) FEET AWAY FROM THE HOME, because vinyl siding melts. Charcoal grills are NOT to be used on the wooden decks! Immediately following its use, the coals should be allowed to cool, but then the grill must be cleaned out (to avoid airborne ashes) and stored out-of-sight. (See Paragraph D below.) Coals MUST NOT be dumped on the ground. All gas grills must have a grease catcher to avoid fluids leaking onto the surface beneath the grill.

D. Driveways and parking spaces must be kept free of grease, oil, and other surface debris.

E. No commercial solicitation is permitted in the Community. Other solicitations that might be initiated by a Tenant, such as school sales, charity drives, or benefit ticket sales, are permitted only with prior written approval from the Owner.

F. No Tenant may engage in any type of commercial business in the Community. No yard or rummage sales are permitted within the Community.

G. Tenant shall be responsible for damages caused by his or her negligence and that of his or her family or invitees and guests. Tenant shall not paint, or otherwise redecorate or make alterations to the interior of the home without the prior written consent of the Owner. All alterations and/or improvements made to the premises with the permission of the Owner, shall become the property of the Owner and shall remain upon and be surrendered with the premises.

H. In those homes with fireplaces, Tenant shall be responsible for any damages to the home due to negligence in operating the fireplace or carelessness in the handling of wood or fireplace tools. The use of artificial "paper" logs is recommended rather than real wood, both for their ease and their cleanliness. If the fireplace is used, Tenant shall be responsible for having the chimney cleaned after the "fireplace" season and shall provide a copy of the paid invoice to the Owner.

I. The Community assumes no liability, expressed or implied, for the quality of the work performed by contractors hired by the Tenant or any damages sustained. If the home or Community's property is damaged in any way by said contractor, Tenant shall be responsible for the repair thereof.

J. No fuel, oil, or other materials of any explosive nature may be stored at any home site, neither inside nor outside.

K. Tenant is prohibited from adding locks to, changing, or in any way altering locks installed on the doors.

L. No nails, screws, or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.

M. The violation, within the Community, of any Federal, State or Local law or ordinance is a violation of these Rules and Regulations.

X. QUIET AND SAFE ENJOYMENT

A. Noxious or offensive activities that are or may become an annoyance or nuisance to other Tenants are prohibited. This includes, but is not limited to, drunkenness, profanity, loud and boisterous talk, immoral conduct, fighting. Such activities will be reported to the police.

B. As required by law, any observance of child abuse or neglect will be reported to the Dept. of Human Services (Child Protection) and the police.

C. Loud and disturbing noises are NOT permitted at any time. Please keep your voices low when outdoors, so as not to disturb those who may have working hours other than yours. Sound equipment, musical instruments, car stereos, voices, and any other sound-emitting devices, should be played at a level that will not annoy other Tenants. Car stereos should be turned down in volume before entering the community. Loud parties, boom boxes, etc. will not be permitted at any time. Special effort should be made to maintain quiet between the hours of 10:00 P.M. and 8:00 A.M.

D. Each Tenant must avoid walking on the lawns of other Tenants by using the streets in the Community.

E. The use of firearms, BB guns, air rifles, slingshots, bows and arrows, or the like is specifically prohibited within the Community.

F. No fireworks are allowed to be ignited within the Community.

G. There is a ZERO TOLERANCE for illegal drug use and/or trafficking of drugs and either is grounds for IMMEDIATE eviction. Any observance of such activity will be reported to the police.

H. The first-time police are called to your home as a result of a domestic disturbance, you will be given a written warning. If police are called a second time, you will be given an eviction notice.

I. It is not the intent of management to have Tenants calling the police for every loud noise heard from a neighbor. If you have a problem with another Tenant regarding chronic loud noise or any other violation of the Community's Rules and Regulations, please write down a summary of the problem, your suggestion for a solution, and submit it to the Owner via e-mail or U.S. Mail. Every effort will be made to remedy the situation to the mutual benefit of all parties involved.

XI. MAILING OF NOTICES AND UTILITY BILLS All notices required by law to be delivered to any Tenant and utility bills will be considered served by mailing to the appropriate space address within the Community. It is the responsibility of the Tenant to notify the Postal Department of the U.S. Government when the Tenant will not be in residency at the Community address, by filing a Change of Address notice with the Post Office

XII. LIABILITY FOR DAMAGE All personal property shall be placed in the Community at the occupying Tenant's risk; and neither the Owner nor the manager of the Community shall incur any liability for loss of or injury to the same with respect to any other property or persons, due to causes including, but not limited to, fire, explosions, flood, smoke, water escape, changes in the level of underground water table(s), windstorm, hail, lightning, aircraft, vehicles (other than those operated by or for the Community), earthquake, and insect damage of any nature whatsoever. Each Tenant shall indemnify and hold the Owner and manager of the Community harmless from any and all damages, liabilities, losses, claims, costs and expenses (including attorney's fees) arising from injury to persons or property caused by any act or omission of the Tenant and/or his, her or their family, licensees or invitees. YOU MUST CARRY YOUR OWN RENTER'S INSURANCE.

FAILURE OF TENANT(S) TO COMPLY WITH THESE RULES AND REGULATIONS MAY RESULT IN TERMINATION OF THE LEASE.

OLDE TOWNE VILLAGE II, LLC, "Owner"

"Tenant"

By: _____

By: _____

Date: