

ADDITIONAL GUIDELINE PROVISIONS FOR
CONNECTICUT MANUFACTURED HOMES COMMUNITY

The following provisions, required by Connecticut General Statutes Section 21-82 for Connecticut manufactured home communities, are hereby incorporated in and made a part of Garden Homes Management Corporation Guidelines, Paragraphs 1-28, dated January 2015. In the event that the following provisions are in conflict with any other terms and conditions of the Garden Homes Guidelines, the following provisions shall prevail:

The Community Owner hereby undertakes and agrees to satisfy the following obligations:

- (1) To maintain the premises and regrade them when necessary to prevent the accumulation of stagnant water and to prevent the detrimental effects of moving water.
- (2) To maintain the ground at such a level that the manufactured home will not tilt from its original position.
- (3) To keep each manufactured home space or lot marked in such a way that each Resident will be certain of his area of responsibility.
- (4) To keep any exterior area of the community not the responsibility of each Resident free from any species of weed or plant growth which are noxious or detrimental to the health of the Residents.
- (5) To be responsible for the extermination of any insect, rodent, vermin or other pest dangerous to the health of the Residents whenever infestation exists in the area of the community not the responsibility of the Resident or in the area for which the Resident is responsible including the manufactured home if such infestation is not the fault of the Resident and particularly if such infestation existed prior to the occupancy of the Resident claiming relief.
- (6) To maintain all underground gas, electrical, telephone and cable utilities in good working condition to the point where such utilities are connected to the utility lines of the manufactured home except during any emergency after which any repair shall be completed within seventy-two hours unless good cause is shown as to why such repair has not been completed.
- (7) To maintain all water and sewage lines and connections to those water and sewage lines of the manufactured home in good working order, and in the event of any emergency, to make necessary arrangements for the provision of such service on a temporary basis.
- (8) To respect the privacy of the Resident and to enter the manufactured home only with the permission of the Resident.
- (9) To allow all Resident freedom of choice in the purchase of all services including but not limited to milk, bakery goods, newspapers, laundry and dry cleaning. The Community Owner represents that it does not and shall not receive any fee, charge, commission or remuneration from any supplier of such services.
- (10) To allow all Residents to terminate this rental agreement whenever a change in the location of such Resident's employment requires a change in the location of his residence if such Resident gives thirty days notice; provided, a Resident who is a member of the armed forces of the United States may terminate his rental agreement with less than notice of thirty days if he receives reassignment orders which do not allow such prior notification.
- (11) To maintain all roads in the community in as good condition as they were when the community was acquired by the present owner and to continue to provide not less than the same parking spaces for each lot as existed when the community was acquired by the present owner.

The Resident hereby undertakes and agrees to satisfy the following obligations:

- (1) To keep his manufactured home and his lot as marked by the Community Owner in a clean and sanitary condition, free of garbage and rubbish.
- (2) To dispose of any rubbish, garbage and other waste material in site dumpsters provided by the Community Owner, or if otherwise provided, in Resident's trash cans maintained at the rear of Resident's home.
- (3) To observe all reasonable Guidelines of the Community Owner concerning the use, occupation and maintenance of the premises, provided such reasonable Guidelines are brought to his attention at the time he signs this agreement.
- (4) The Resident has a right to sell his manufactured home pursuant to Section 21-79 of the Connecticut General Statutes which includes the following provisions:

Any Resident who wishes to sell his home shall request a written statement of the Community Owner's intentions regarding the condition of the home. The Community Owner shall bear the burden of showing that the Resident's manufactured home is unsafe, unsanitary, or fails to meet the aesthetic standards of the manufactured community. No aesthetic standard concerning those physical characteristics such as size, original color or original building materials, which cannot be changed without undue financial hardship to the Resident, shall be applied against the Resident's manufactured home.

Within twenty days after receipt of such a request, the Community Owner shall approve the home's condition for resale or deliver a written statement to the Resident specifying the reasons why the home is not safe, sanitary, or in conformance with aesthetic standards. Failure of the Community Owner to respond within twenty days shall be deemed to be an approval of the home's condition for resale. If the Resident disputes the Community Owner's response, he may seek a declaratory ruling from the Department of Consumer Protection. The Resident may attempt to correct defects identified by the Community Owner and may again request the Community Owner's approval of the home's condition for resale. If the Resident again disputes the Community Owner's response, he may once again seek a declaratory ruling from the Department of Consumer Protection. The Community Owner's statement of approval shall remain in force for not more than six months. The Community Owner shall not receive a commission or fee with respect to the price realized by the Resident unless the Community Owner has acted as agent for the Resident in a sale pursuant to a written contract. The purchaser of Resident's home shall be entitled to receive a lease identical to that of the Resident and at the same rent paid by Resident for the term remaining in Resident's lease at the time of sale.

A purchaser of Resident's manufactured home, in order to become a Resident himself, must first complete Community Owner's rental application form, a copy of which shall be sent to the Resident at Resident's request. Community Owner shall respond within ten days after receiving the completed and signed application form indicating whether such applicant has been approved or disapproved. Failure to deliver such notification within ten days shall be deemed to be approval. The burden of disapproval shall be upon the Community Owner and shall only for good cause which means a reasonable cause for the Community Owner to believe: (1) That such purchaser intends to utilize the purchased manufactured home for an illegal or immoral purpose or for any purpose that would disturb the quiet enjoyment of the other Residents of the community or (2) that the purchaser is or will be financially unable to pay the rent for the lot upon which the purchased manufactured home is located. If the Community Owner denies approval to a prospective purchaser, Community Owner shall, in writing, state any reasons for such disapproval.