

**RESTATED COVENANTS AND RESTRICTIONS OF
COACHLIGHT VILLAGE A 55 and Over Community**

KIMBERLING CITY, MISSOURI

REVISED: FEBRUARY 28, 2022

The Owner has adopted the following **Covenants and Restrictions** that it deems necessary for the operation, use, and occupancy of the Park and instrumental in maintaining the level of quality and peaceful surroundings its Residents desire and in which their Community pride is based. The Covenants and Restrictions are attached to each Pad Site Lease Agreement (Lease Agreement), and in entering into the Lease Agreement, the Residents agree to accept and abide by these Covenants and Restrictions, as they may be amended from time to time.

A. Definitions.

The words below when used in these Covenants and Restrictions shall have the following meanings:

1. **Adult Park** means that at least one of the Tenants signing a Pad Site Lease Agreement to lease a Lot in the Park must be 55 years of age or older. A government issued document showing the date of birth shall be provide by Tenant and attached to the Lease Agreement.

2. **Disqualified Mobile Home** means any mobile home, including the skirting, roof, and siding, that is damaged, discolored, unsafe, unsanitary or unsightly or has fallen into such a state of disrepair that it becomes a safety or health concern.

3. **Lot** refers to any one of the numbered lots within the Park as shown on the Plat.

4. **Manager** means that person or entity designated by Owner from time to manage the day-to-day business and operations of the Park.

5. **Owner** means Thomas J. Embach and Christy Embach

6. **Resident** means a Tenant, and any additional persons who may reside with the Tenant on a Lot.

7. **Covenants and Restrictions** mean the covenants, rules, and restrictions set forth herein (C&R).

8. **Storage Building** means a structure used for the storage of miscellaneous, individual items of personal property.

9. **Tenant** means a person who has entered into a Lease Agreement for the purpose of residing in (i) a new mobile home to be placed on a pad site or (ii) an existing mobile home the Tenant has purchased already situated on a pad site within the Park; at least one Tenant must be 55 years of age or older.

B. Move In.

1. An application packet must be completed and approved prior to moving in to the community. This packet may be obtained from the Manager. Upon moving into the community, Residents agree to provide the Manager with the following information:

- Each Resident's current telephone numbers for home, cell phone, and employment, as well as an email address;
- Emergency contact name, address, and phone numbers;
- Make, model, year and license plate number of each Resident's vehicle(s);
- Proof of insurance covering the mobile home to include liability insurance on the Lot and pad site with a minimum amount of \$100,000 in liability insurance coverage, and with Coachlight Village named as an additional insured on the pad site coverage; and such proof of insurance shall be updated annually on the lease renewal date.

2. A mobile home must be approved before move in. A Lot will not be leased to a Disqualified Mobile Home.

C. Occupancy.

1. No more than two Residents shall reside within a mobile home unless permission is granted in writing by the Owner. If approved, an additional fee of \$25.00 a month will be added to the monthly lease amount for additional Residents.

2. The mobile home may not be subleased.

3. Guests may not stay more than 14 consecutive days. A limit of two 14 consecutive-day periods will be allowed in a calendar year, and if a guest exceeds

these requirements, he or she is considered a Resident and must comply specifically with the provisions of paragraphs B and C.1 of this document, and generally, with any other provision as it may relate to a Resident.

4. Residents are responsible for the actions of their guests and guest compliance with applicable terms of the C&R while in the Park. Guests under the age of 16 must be accompanied by an adult.

D. Design and Use Restrictions

1. Lots shall be used for residential purposes only.

2. Within thirty days of the move in date, all new mobile homes must be set up, blocked, and tied down with materials manufactured for that purpose and in accordance with Missouri laws.

3. Within thirty days of the move in date, all mobile homes must be skirted with a material manufactured for that purpose and either the color of the exterior of the mobile home or white.

4. Residents shall not alter Park-owned connections. If there is a problem in connecting or a malfunction with such connections, notify Manager immediately.

5. **PRIOR TO DIGGING OR DRIVING OF ANCHORS: CONTACT MISSOURI ONE SYSTEM, 1-800-344-7483, TO REQUEST THAT THE AREA BE MARKED FOR ELECTRIC, WATER, TELEPHONE, CABLE AND ANY OTHER BURIED LINES.**

E. Permitted Additions and Improvements.

1. Any improvements, additions or changes in appearance to the mobile home tenant must first provide management in writing the following, including but not limited to pictures, drawings, materials, color etc. and be approved in writing by Owner. This is including, but not limited to, awning, deck, storage buildings, carport, and landscape or gardens (digging or rototilling).

2. One outbuilding is permitted, if its architectural style matches the mobile home on the same lot and meets any regulations established by the Owner for storage or outbuildings. Outbuildings must be freestanding and may not exceed 8' x 10' and height of 8 feet, measured from the floor line to the highest point of the roof line.

F. Maintenance; Substandard Condition and Appearance:

1. Residents shall be responsible for maintaining the exterior of their mobile home at all times. This includes maintenance of roofs to prevent leaks, removal of mildew from siding, and painting.

2. Each Resident is responsible for the maintenance of his or her Lot. Maintenance includes mowing, leaf raking and bagging or mulching, and removal of rubbish. Burning is not allowed. If your lot is not maintained to the park standards you will be billed at the prevailing market rate.

3. Residents are responsible for removal of snow and ice from their Lot and driveways, porches, steps, or landings.

4. No indoor items and furniture, including but not limited to, sofas, recliners, kitchen chairs, kitchen baker's racks, or kitchen tables may not be stored outside.

5. If at any time the condition or appearance of a mobile home has deteriorated in function and appearance so as to be determined noncompliant with the C&R or is deemed to be a Disqualified Mobile Home, the Manager shall give notice to the Tenant and allow the Tenant a reasonable time to undertake the necessary repairs and maintenance. If after a reasonable time (30 days minimum), Tenant has not come into compliance, Owner may pursue all available legal remedies to remove the mobile home from the Park and terminate the Pad Site Lease Agreement.

G. Community Building.

1. The community building is for the use of all Residents and their guests for coffees, dinners, parties, and other events; it may be for either a few or all Residents. A Resident also may reserve the community building for a special event or occasion. If you use the facilities for events, you are responsible for cleanup. At owner's discretion the clubhouse may be closed.

2. Residents may use the exercise equipment on the lower level. Use is not supervised, and proper precautions should be taken. Residents and guests assume all risk of injury while using the equipment. For safety reasons, persons under the age of 16 are not allowed to use the equipment.

3. Resident shall take proper care of the equipment. While using the equipment, Resident is responsible for any damage to the equipment and all costs incurred by Owner or Manager as a result of such damage.

4. In inclement weather, the lower level of the community building will be open for the Residents' use.

H. Pet Rules.

1. Domestic cats and dogs, caged birds and fish are the only pets allowed. No vicious or aggressive animals will be permitted in the Park. If an animal exhibits aggressive behavior including, but not limited to attacking or biting a Resident or guest, such behavior will not be tolerated and shall be cause for removal of the pet. Residents will be strictly liable for the entire amount of any injury or wrongful death to any person or property caused by the pet, and shall indemnify the Owner, it employees, representatives, agents, and Manager for any and all costs or claims arising out of such incident, including but not limited to litigation and attorney fees.

2. Evidence of current vaccinations and licenses shall be furnished upon move in and annually thereafter at the time of renewal of the Pad Site Lease Agreement.

3. Without exception, pets must be on a leash and under the control of the Resident or guest at all times when outside the mobile home. Pets may not be tied up outside or left outside on a porch. Resident must clean up after the pet, and all pet waste must be immediately removed from the Resident's Lot and Park property.

4. No dog houses are allowed.

5. Notwithstanding the provision of Section O, Owner may revoke consent under this Section H or amend this section of the C&R without any prior notice to Residents, and Residents shall abide by such revocation, amendments, or changes.

6. Violation of any part of this Section H is cause for permanent removal of the pet from the Park and termination of the Lease Agreement. Service animals are no exception to the rules and requirements of this Section.

7. All pets (excluding fish) are to be listed below with emergency contact information. This information needs to be updated whenever there are any changes.

Pet Name: _____ Breed: _____ Sex: _____

Pet Name: _____ Breed: _____ Sex: _____

Owner/Manager Approval _____

I, _____ hereby appoint the following person to care for my pet in my absence, or I am no longer able to do so:

Name

Home Telephone

Address

Work Telephone

City, State, Zip

I. Roadways and Motorized Vehicles.

1. Owner shall be responsible for maintaining the roadways within the Park in good repair and replacing street lights.

2. Unless otherwise posted, the maximum speed limit in the Community is 10 M.P.H.

3. In the event of snow or ice, roads, sidewalks, walkways, stairs, steps or other areas in the community may be slippery or dangerous. Manager will use ice melting compounds or removal equipment to clear these areas as reasonably possible, allowing for the severity of the weather conditions and the ability of removal equipment to arrive safely on site. Complete removal from all surfaces may not be possible and Owner does not guarantee complete removal. Appropriate precautions should be taken by Residents when walking or driving within the Community, and if possible, remain indoors until such areas can be cleared of ice and snow.

4. Roadways are to be kept clear and unobstructed at all times. No parking is allowed on the roadways.

5. Licensed cars, vans, light trucks, and street legal motorcycles shall be allowed in the Park for the purpose of providing ingress and egress to the property. Residents may only have two such motorized vehicles on their Lot, not including a Golf Cart or a Side-by-Side. Mechanical repairs of vehicles are not allowed on the premises, including changing the oil. No authorized vehicle of any type may be parked or located on any property other than the Resident's Lot or as provided in Section K herein.

6. Golf carts and Side-by-Sides may be used in Park.

7. Boats, pontoon boats, canoes, and kayaks must be stored off premises. Or, if allowed on Lots, all boats must be on a boat trailer and covered with commercially manufactured cover for the boat. No boats exceeding 24 feet are allowed. Canoes and kayaks must be turned upside down to prevent harboring of water and breeding ground for mosquitoes; no boats may be placed or stored on the front of a Lot.

8. Inoperable vehicles located anywhere within Park shall be promptly removed by the Manager. The Manager has the right to remove any inoperable vehicles and charge the Tenant for the cost of removal and storage of an inoperable vehicle.

J. Swimming Pool.

1. Every attempt will be made to have the swimming pool open from Memorial Day to Labor Day. Hours will be as posted in the swimming pool area.

2. Guests under 16 years of age must be accompanied by an adult.

3. No running is allowed in the swimming pool area.

4. No glass containers are allowed inside the fenced area of the swimming pool.

5. Only floaters or similar items for floating are to be used in the pool.

6. For safety and sanitary purposes, the swimming pool area should remain clear of all trash by properly discarding it in the trash bins provided.

K. Parking in the Park.

1. Residents may park vehicles in the parking lot at the community building while at the swimming pool. Please do not block the trash dumpsters located in the parking lot.

2. Golf carts may park on the gravel to the west side of the community building.

L. Selling Your Home.

1. Residents must notify the Manager when their home is listed for sale and whether a sale by owner or realtor listing; if listed with a realtor, the name and contact information for the realtor shall also be provided. Resident will be given a lot application packet for the realtor and a potential buyer to ensure buyers are approved as tenants.

M. Miscellaneous.

1. Ingress and egress to the Park shall occur only through prescribed entrances and in no circumstances, shall trespassing upon adjacent property be allowed.

2. **Garbage; Trash pickup:** In keeping with community pride, Residents and guests shall keep the premises clear of trash, debris and any other items that may cause the Park to look unkempt or unsafe. Garbage and rubbish shall be disposed of in the provided garbage cans; it may not be burned. Large trash pickup is provided in the spring and fall for tree limbs, furniture, and other large items.

3. **Fires.** No open fires are permitted anywhere within the Park except in barbeque grills. These fires must be totally extinguished when not personally attended. Fire extinguishers are required in each mobile home and shall be of a size and capacity approved by the Manager.

4. **Gardens; Trees, shrubs, and Flowers.** Trees, shrubs, and flowers are allowed; provided, landscape plans are submitted to Manager for approval by Owner prior to planting or installation. Resident shall maintain the landscaped area and not allow the plantings to become a nuisance due to infringement on other Lots or a safety issue. In considering landscape plans, please consider the future possibility of watering restrictions. Your hoses need to be on timers or soaker hoses. If a resident is unable to maintain their landscaped area, management should be contacted. Resident will be billed for any landscape maintenance that has to be done by the management at the prevailing rate in order to maintain the appearance of the lot. Any plant that is listed on the Missouri Dept. of Agriculture site as a nuisance or invasive is not allowed.

paragraph.

O. Alteration or Amendment to the Covenants and Restrictions.

Owner reserves the right to amend or alter these Covenants and Restrictions upon thirty days written notice to the Residents in advance of the effective date of such alterations or amendments.

**COACHLIGHT VILLAGE MOBILE HOME
PARK:**

By _____
Print Name: _____
Title: _____

These Covenants and Restrictions create binding obligations on the Resident. Resident should seek legal advice if he or she does not understand any term in these Covenants and Restrictions.

The undersigned hereby certifies that I have been provided a copy of the foregoing Covenants and Restrictions. I have read and understand them, and I accept and agree to be bound by these Covenants and Restrictions, as may be amended or altered from time to time.

Tenant

Date

Tenant or Resident

Date

Tenant or Resident

Date: