

SEVILLE MOBILE HOME COMMUNITY

ADDITIONAL RULES AND REGULATIONS

To maximize the benefits for all occupants of the Park, the following Additional Rules and Regulations (hereafter referred to as Rules) have been adopted. These are in addition to Seville Mobile Home Community General Rules and Regulations and those set forth in the Lease.

1. Enforcement. Landlord will attempt to enforce all Rules at all times. Unawareness of a Rule or Regulation is not a defense for failing to abide by it. Failure by Landlord to enforce a Rule or a provision of a Rule on one (1) or more occasions, is not a continuing waiver of Landlord's right to enforce the Rule. Except for emergencies where notice time may be shorter or where notice may not be required, Landlord will send a Tenant written notice of a rule violation that specifies the violation and the time for taking corrective measures (minimum 7 days). Failure to correct the violation within the time provided shall put the Tenant in default and subject him or her to all available remedies at law. Landlord may make the correction and charge the Tenant therefor. All charges incurred as a result of said maintenance shall be regarded as rent and Tenant shall pay them with the first rent installment that comes due after being billed therefor. The charges for such work shall be as follows:

- All other repairs and maintenance work: \$25 per hour if work is performed by Landlord or Landlord's agent/employee, actual costs to Landlord if performed by outside contractor. There shall be a one (1) hour minimum charge if Landlord provides any of the services outlined herein.

2. Termination of tenancy, right to hearing. If you receive a notice to vacate the premises or eviction (termination of tenancy), you may request a conference with the park owner or his or her representative to be held at the park. The conference must be requested by certified mail within ten (10) days of receipt of the notice. This conference will not stay or delay any proceedings or remedies at law.

3. Payment of rent during termination proceedings. During any action to terminate Tenant's tenancy for just cause, Tenant shall continue to pay all rent and other charges to Landlord when due following the demand for possession of the premises and during the pendency of the action. Landlord may accept all such payments without prejudice to its case. If payment is not timely made, Landlord also may proceed under all applicable laws (nonpayment) without prejudice to any of its other causes of action to termination the tenancy.

4. Home standards. All mobile homes shall meet the following standards:

- a. The exterior of your home shall be kept clean and in good condition, and the exterior area around the home shall be kept neat and attractive at all times.

b. All windows and doors must be kept in good condition at all times. Broken windows must be repaired immediately, and no plastic may be used for replacement.

c. Central air conditioner compressors must be placed on a cement slab on the front door side of the home. Window air conditioning units must be securely braced to the home. Both must be attractively maintained and kept in good, operating condition at all times.

d. Fences are prohibited.

e. All utility connections within the home, such as electric, gas, water, and sewer are the sole responsibility of Tenant. They shall be maintained in good and safe operating condition at all times. Only approved copper tubing or approved piping shall be used for gas lines. Tampering with or altering these connections is prohibited. The outside main electrical line to the home shall be kept off the ground at all times and must meet local code.

f. All sewer connections from the mobile home to the sewer riser must be at a minimum schedule 40 PVC or ABS plastic pipe.

g. Water service to the home shall be connected by semi-ridged tubing, such as copper tubing or approved plastic piping.

h. All homes shall have at least one (1) functioning smoke detector and one (1) functioning fire extinguisher with a minimum 2A-10B-C rating, both approved by a nationally recognized independent testing laboratory.

6. Antenna. No antennas are permitted if the park has a master TV antenna system or cable television.

7. Improvements and alterations. Tenants shall make no alterations to their site without Landlord's prior written consent. Tenant shall provide Landlord with a sketch of any proposed improvement, such as a porch, deck, carport, awning, shed, pad, or other home additions, and Tenant shall be responsible for obtaining and paying for all required building permits. A sketch of any proposed excavation and its location shall be provided to Landlord, but only after utility companies have been called regarding buried cables. If Tenant removes any of the above-described structures, the site shall be restored to its original condition. Any improvements made by Tenant that are attached to the land, such as concrete pads, trees, and bushes shall become park property. Unless performed by Tenant, all work on homes must be performed by licensed, insured contractors. All work, regardless of who performs it, shall comply with all applicable codes.

8. Advertising, soliciting, and commercial business. Advertising, soliciting, or delivering of handbills is not permitted. But Landlord may communicate with Tenants

through the distribution of written materials. No commercial enterprise or business that violates any local, county, or state zoning ordinances may be conducted in the park.

9. Loss and liability. Tenants are also urged to include in that policy liability coverage for personal injuries occurring on their home site or within their home.

10. Home site maintenance.

a. Tenant shall maintain and repair his or her home and site in a clean and attractive fashion at his or her own expense. All units must have proper skirting and maintained in good working order. If Tenant fails to maintain proper unit skirting, Landlord may, at his sole discretion, repair or replace the unit skirting and charge Tenant the repair amount plus a convenience charge as part of the Tenant's monthly rent. If Tenant fails to pay the repair amount, the Tenant shall be in default and may be evicted and have a judgment obtained against him/her in the local municipal court.

b. Lawns shall be mowed, raked, seeded, fertilized, and properly watered to maintain a healthy and attractive appearance.

c. Telephone and television cable lines shall be buried underground during installation by the appropriate provider. Tenants are liable for having this done. If Landlord must bury lines, Tenant will be charged for all costs of labor and materials incurred.

d. Clotheslines or other lines of any kind are prohibited, and no laundry of any description may be hung outside the home.

e. Tenants may plant trees and shrubs on their site, but only after supplying Landlord with details and obtaining its prior written approval.

f. Tenants shall maintain all outdoor furniture in a safe and attractive condition.

g. Because underground utility lines, such as high voltage electrical transmission lines, large utility cabling, sewer and gas lines run through the park, all digging without prior written permission of Landlord is prohibited. In seeking approval from Landlord, Tenant will provide Landlord with a sketch of the proposed excavation, including location and depth. Tenant must obtain approval from applicable utility suppliers before Landlord will permit any proposed excavation.

11. No outdoor storage. There shall be no outdoor storage of any kind.

12. Trash removal. Trash is removed from the park on designated days. Tenants shall keep garbage in durable, plastic bags and in covered containers until pick-up day. Trash bags shall not be left outside of the home. Tenants are responsible for

putting their trash at the proper pickup location. Tenants shall arrange and pay for removal of large, bulky, or heavy items (call Landlord for details). If Landlord must remove Tenant's trash of any kind, Landlord may charge Tenant a reasonable cleanup fee (\$100.00 minimum and up to \$500.00 depending on the amount of trash removal/cleanup) for the items removed. It is Tenant's responsibility to keep and maintain the exterior areas of the unit in a clean and safe manner.

13. Automobiles.

- a. Tenants and their guests shall park only in designated spaces, never in vacant sites, streets, lawns, or patios. Double parking is prohibited.
- b. All vehicles shall be equipped with an adequate and functioning muffler at all times.
- c. Routine maintenance or minor repairs on vehicles (washing them, changing windshield wipers, or repairing flat tires) may be done at the site. Major repair or maintenance projects such as repairing or replacing exhaust systems, oil changes, or rebuilding engines are strictly prohibited. Vehicles dripping oil or gasoline shall be repaired immediately, and spills must be cleaned up by Tenant, or Landlord will do so and charge the Tenant. Washing vehicles is prohibited in times of summer water shortage. Tenant shall conserve water as much as possible whenever washing his or her vehicle. A self-closing nozzle must be used on the water hose when in use.
- d. No vehicle with a load capacity exceeding three-quarters ton shall be kept or stored in the park, except while making regular deliveries.
- e. Posted speed limit and traffic signs shall be strictly obeyed.
- f. Parking is prohibited within ten (10) feet of fire hydrants.
- g. Landlord may remove vehicles parked in violation of these Rules, including inoperable vehicles or vehicles without current license plates or tags. All costs incurred by Landlord shall be paid by Tenant.
- h. Motorcycles may operate only for transportation in and out of the park and must be registered with Landlord yearly. Joy riding within the park is not allowed. Motorcycles shall park in Tenant's parking spaces or be stored in Tenant's utility shed. Parking them on the site is prohibited.
- i. Boats, campers, motor homes, and other forms of recreational vehicles shall not be stored on the site or in park streets. No form of recreational vehicle may be attached to water or sewer connections.

j. Trail bikes, minibikes, ATVs, snowmobiles, and other vehicles of this nature may not be operated or kept on the premises.

14. Right of entry. Landlord may enter onto the site to repair or replace utilities and to protect the mobile home park during reasonable times (any time for emergencies), but not so as to interfere unreasonably with Tenant's quiet enjoyment of the premises. Landlord may not enter the mobile home, except with Tenant's prior written consent, or in an emergency.

15. Interference with others. All Tenants are urged to respect the right of others to enjoy the quiet and peaceful use of this park. Unreasonably loud talking; abusive language; shouting; loud radios, televisions, and stereos; and other disturbing noises are prohibited. Interference with the quiet enjoyment of other Tenants of the park and actions which interfere with the health, safety, or welfare of the mobile home community, its employees, or Tenants, is just cause for termination of tenancy.

16. Personal and fire safety. Adhering to the following guidelines is very important, and Tenants are urged to be mindful of the following recommendations and reminders at all times:

a. All Tenants are expected to observe and exercise reasonable safety precautions to insure against accidents in and around the mobile home, site, and surrounding park. Tenants are responsible for the actions and safety of their children, guests, and invitees.

b. Reasonable behavior and care toward yourself and others shall be exhibited around any body of water (pond, creek, reservoir, etc.) within the park, if applicable.

c. All homes shall be kept free of fire hazards. The area beneath the home shall be kept clean and free of combustible materials at all times.

d. There are no weather warning systems and no government approved shelters within the park. Tenants are responsible for monitoring radio and/or television for severe weather warnings.

e. "Children Playing", "Speed Limit", and similar signage shall be strictly observed.

f. Tenant shall furnish Landlord the name, address and telephone number of at least one (1) person to be notified in case of an emergency.

17. Nonliability. Landlord shall not be liable for accidents or injuries to Tenants, their family members, guests, or invitees that may occur within the park unless caused by Landlord's failure to perform a duty or negligent performance of a duty imposed by law, and Tenant will indemnify and hold Landlord harmless against all

claims therefor. Likewise, Landlord is not liable for damaged or lost property resulting from fire, theft, wind, floods, or any cause whatsoever, except for damage or loss caused by Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

18. Mailboxes. Where applicable, If Landlord provides mailbox keys to Tenants, Tenant shall pay a Twenty-Five Dollar (\$25) deposit therefor. There is a Twenty-five Dollar (\$25.00) charge for lost keys.

19. Snow removal. All snow removal on the site is Tenant's responsibility. Snow and ice shall be removed from all sidewalks, steps, driveways, and patios on the site. If the responsibility is neglected, Landlord may do so at Tenant's expense.

20. Winterizing home. Any winterizing of homes such as plastic being used on storm windows, insulating skirting, and so forth must be on the interior of the home. Temporary exterior attachments of all types are prohibited. When the home is installed on site, a water supply protection device, such as a heat tape, UL or similarly listed, shall be installed to prevent freezing of service lines, valves, and riser pipes.

21. Water usage. Landlord may limit the watering of lawns between June 1 and September 30. When restrictions are in place, Tenants with home site numbers ending in an odd number may water their lawns on odd numbered calendar days; home sites ending with even numbers may water on even numbered calendar days. If applicable, Water sprinklers shall not be left on for unreasonable periods of time.

22. Questions/concerns. For any additional questions or concerns that are not addressed by these Rules, please contact XXXX at XXXXX or via email at XXXX.

Compliance with all rules. I agree to abide by all park Rules and all state, county, and local laws and ordinances. I have read and I understand the following Rules. I understand that if I do not comply with one (1) or more of the Rules my tenancy may be terminated as allowed by law.

Dated: _____

/s/ _____
Tenant