
SCHEDULE 15

These Leasing Guidelines are attached as Schedule 15 of the Site Lease, and any applicable Home Lease, between the Lessor and the Lessee. Any violation of the Leasing Guidelines is considered and acknowledged to be a material default under the Lease.

LEASING GUIDELINES FOR AUSTIN WOODS MANUFACTURED HOME COMMUNITY

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LEASING GUIDELINES

1. WELCOME!

Welcome to Austin Woods Manufactured Home Community! We believe that it is important for the Community and the residents to work together to achieve and maintain a safe and enjoyable neighborhood. Although the Community is privately owned, there are certain laws and regulations which govern the duties and responsibilities of all of the parties to the Site Lease (and any residents under a Home Lease or an *approved* sub-tenant of Site Lessee or Home Lessee) to which these Leasing Guidelines are attached (the "Lease"). The Community is a neighborhood, with a goal of providing an enjoyable living experience for all residents. In order to achieve this goal, it is important that all parties comply with the terms and conditions of the Lease and these Leasing Guidelines. Please respect your neighbors and your neighborhood!

2. COMPLIANCE WITH THE LEASE AND THESE LEASING GUIDELINES

These Leasing Guidelines (the "Leasing Guidelines") are attached to the Lease for the Austin Woods Manufactured Home Community (the "Community"). The provisions in these Leasing Guidelines are intended to supplement the terms and conditions of the Lease, and provide clarification regarding Your rights, duties and obligations under the Lease and the safety, welfare and enjoyment of other Community residents. **PLEASE NOTE THAT REFERENCE TO ANY TERM, CONDITION OR SECTION OF THE LEASE IN THESE LEASING GUIDELINES IS ONLY FOR ILLUSTRATIVE OR SUMMARY PURPOSES AND YOU MUST READ THE ENTIRE LEASE AND THESE LEASING GUIDELINES FOR ALL THE TERMS AND CONDITIONS GOVERNING YOUR RIGHTS, DUTIES AND OBLIGATIONS UNDER THE LEASE AND THESE LEASING GUIDELINES. CAPITALIZED TERMS NOT DEFINED HEREIN SHALL HAVE THE MEANINGS ASSIGNED THERETO IN THE LEASE.**

YOU MUST READ AND UNDERSTAND THE ENTIRE LEASE AND THESE LEASING GUIDELINES. IF YOU FAIL TO COMPLY WITH EACH LESSEE REQUIREMENT AND DUTY SET FORTH IN THE LEASE AND THESE LEASING GUIDELINES, YOU WILL BE IN BREACH OF THE LEASE. YOUR BREACH OF THE LEASE COULD RESULT IN THE TERMINATION OF THE LEASE AND YOUR EVICTION FROM THE HOME, THE SITE AND/OR THE COMMUNITY. THE LEASE SETS FORTH THE RIGHTS AND DUTIES OF THE LESSOR AND YOU IN THE EVENT OF YOUR BREACH OF THE LEASE OR THESE LEASING GUIDELINES.

ANY LESSEE WHO IS EVICTED FROM THE COMMUNITY IS AUTOMATICALLY BANNED FROM THE COMMUNITY, AND MAY NOT LIVE IN, VISIT, OR FOR ANY REASON BE ALLOWED BACK ON THE PROPERTY. ANY LESSEE WHO ALLOWS A PREVIOUSLY EVICTED LESSEE TO LIVE WITH THEM, OR COME ONTO THE PROPERTY AS AN INVITEE OR GUEST SHALL BE DEEMED TO HAVE FORFEITED ITS RIGHTS UNDER THE LEASE AND SHALL BE LIKEWISE EVICTED FROM THE PROPERTY, NOTING THAT ANY FINANCIAL OR OTHER LEGAL OBLIGATIONS OF THE LESSEE SHALL REMAIN.

3. LEASE FEES

1. **SECTION 1 (PAYMENT OF LEASE FEES) and SECTION 2 (LEASE FEES)** of the Lease identify the amounts and timing of the Lessee's Lease Fee payments due under the Lease.

4. USE OF THE HOME, THE SITE AND THE COMMUNITY

LEASE SECTION 4 (USE OF THE SITE AND HOME) identifies your permitted use of the Site, the Home and the Community, and certain related rules and regulations. In addition to the terms and conditions set forth in **LEASE SECTION 4**, the following applies to Your use of the Home and Site:

- A. **RESIDENTIAL USE:** The Site and the Home may only be used for residential, not business, purposes.
- B. **PERMITTED SITE AND HOME OCCUPANTS:** The only persons permitted to live in the Home are the Lessee and other authorized persons approved by the Lessor (referred to as “Approved Lease Occupant”, as that term is defined in the “**DEFINITIONS**” Section of the Lease).
- C. **TEMPORARY GUESTS/VISITORS:** Except for Temporary Lessees, no temporary guest may stay at the Home overnight and must be approved, in writing, by the Community Manager. Additionally, any guests intending to stay overnight are subject to Community Manager’s criminal background check. Registered sex offenders are not allowed to be on the Property, as roommates, guests, invitees or for any other reason. Further, Community Manager may limit the number of days in a week, month, or year that a houseguest may remain. Your houseguest should bring a valid Government photo ID and fill out the necessary paperwork. **BOARDERS ARE NOT PERMITTED.** However, if you are deemed to be renting rooms in your home, for a fee or otherwise, Community Manager may either a) increase your rent by up to \$100.00 for each person, and/or b) terminate your lease unless advance written permission has been provided by Community Manager. **Definition of a Boarder is someone who you allow to live in your home but is not listed on the title to the house and/or the park lease, regardless of whether or not they pay any rent/fee.** Residents will be responsible for the actions of their guests and will be financially responsible for any damage caused by them to private or Park property. The presence of a Boarder is a violation of the lease and is grounds for termination of the lease.
- D. **COMPLIANCE:** The Lessee, each Approved Lease Occupant and their respective guests, agents and contractors must strictly comply with the Lease, these Leasing Guidelines and Applicable Laws. Any violation is a breach of the Lease.
- E. **ABANDONED HOMES AND HEALTH/SAFETY ISSUES:** The Lease sets forth certain rights and interests of the Lessor and the Lessee, in the event that the Lessee abandons the Home or permits the Home/Site to become a health and safety risk to other lessees and/or the Community. **YOU MUST READ THE LEASE AND THESE LEASING GUIDELINES TO UNDERSTAND ALL OF YOUR RIGHTS AND DUTIES.**
- F. **NO STORAGE:** No storage is permitted on top, around or under the Home or otherwise on the Site or the Community, other than approved sheds that comply with Community requirements.
- G. **YARD SALES:** Yard sales, "car washes" or other similar commercial activities or transactions conducted in the Home, on the Site or in the Community are prohibited.

5. **MOTOR VEHICLES AND PARKING**

In addition to the terms and conditions in **LEASE SECTION 6.H. (MISCELLANEOUS LESSEE DUTIES AND OBLIGATIONS)**, the following provisions apply:

- A. **SIGNS:** The Lessee understands and agrees that the Lessor is not responsible to provide signage on the Community roads, and that the Lessee is solely responsible to drive safely, diligently, and in compliance with all laws on all Community roads.
- B. **SPEED LIMIT:** The speed limit in the Community is as posted, where applicable, and in no instances shall speeding be allowed above 10 miles per hour. You are responsible to ensure that You, other Lessees

under the Lease, all Approved Lease Occupants and their respective guests, visitors and contractors are responsible to comply with the speed limit and drive safely on all Community roads. No ATVs, UTVs, dirt bikes, or similar vehicles permitted. Operational and street legal motor vehicles, and non-motorized vehicles (e.g. bicycles) are allowed. Motorized golf carts are permissible on a trial basis, but this privilege can be revoked at the discretion of manager and based on disapproved behavior. There shall be no driving of any kind in yards or common areas.

- C. **NO SEMI-TRUCKS OR RV'S:** Semi-trucks/tractors, buses, and vehicles with RV plates are strictly forbidden in the Community except with written approval by Community Manager, noting that said approval may be denied or revoked at the discretion of Community Manager. Violators may be towed immediately, without warning or notice, at the Lessee's expense.
- D. **NO BOATS/CAMPERS:** Boats, RV campers and business vehicles are not allowed in the Community except with written approval by Community Manager, noting that said approval may be denied or revoked at the discretion of Community Manager.
- E. **ABANDONED VEHICLES:** Abandoned, neglected, unlicensed and/or inoperable vehicles are not allowed in the Community. All vehicles must be properly licensed and have proper tags. Violators may be towed immediately, without warning or notice, at the Lessee's sole expense. Excessive noise from any vehicle will not be tolerated and will be considered a breach of the Lease. Any vehicle parked in the grass or up on blocks shall be deemed unusable and abandoned and subject to towing at Lessee's sole expense. To the fullest extent of the law, Lessee waives any and all Lessor liability in all respects related to vehicle towing and all things personal property.
- F. **VEHICLE REPAIRS:** Minor auto repairs may be performed on the Site space provided for parking. Examples of minor repairs are changing a flat tire, charging a battery, or any other repair that can be completed within a short period of time (less than sixty (60) minutes). Under no circumstances shall any major repairs, including brake jobs, tuning of engines, repairing transmissions, pulling engines, removing parts of any engine, oil changes, etc., be performed at any Site or anywhere within the Community. Flat tires must be repaired immediately. No vehicle may be set on blocks/jacks.
- G. **EXCEPTIONS:** Exceptions are only allowed with Lessor's written consent as evidenced in writing by the Community or Regional Manager.

6. **UTILITIES**

LESSEE RESPONSIBILITY FOR LESSEE UTILITY EXPENSES: LESSEE ACKNOWLEDGES, AND AGREES THAT THE LESSEE SHALL BE RESPONSIBLE TO ARRANGE, AND PAY FOR, ALL LESSEE UTILITY EXPENSES, AND THAT ALL OF THE LESSEE'S QUESTIONS HAVE BEEN ADDRESSED TO THE LESSEE'S FULL AND COMPLETE SATISFACTION.

In addition to the terms and conditions identified in the Lease and these Leasing Guidelines, the following utility system requirements are applicable to all lessees:

- No poles, posts, or stakes are permitted to be driven into the ground (in order to avoid the possible creation of a lightning rod and the possible risk from and to underground utility lines and systems).
- Meters, wires or other equipment cannot be altered, disturbed or tampered with. In case of trouble, first notify the utility company. If the utility company cannot resolve the issue, then notify the Community Manager.
- **YOU MUST CALL THE UTILITY LOCATING COMPANY (e.g. DIG RITE, JULIE 811 or 800-892-0123) AND THE COMMUNITY MANAGER BEFORE ANY DIGGING IN THE COMMUNITY.**

WARNING: THE COMMUNITY IS EQUIPPED WITH OVERHEAD AND UNDERGROUND ELECTRIC LINES OF UP TO AND/OR EXCEEDING 12,000 VOLTS, AS WELL AS GAS LINES, WHICH ARE HIGHLY DANGEROUS AND CAN BE FATAL.

- The Lessor has the right to remove any property, including trees, shrubs, etc. located on any easement, lot, or Common Area, and is not responsible for any costs, liability or replacement and, if Lessee knowingly placed such item on a utility easement or Common Area, Lessee shall be responsible for all of Lessor's removal costs and expenses (including legal fees and expenses).
- If You request a service call from the Lessor, or the Lessor arranges for a service call, for any utility services, and it is determined that the utility issue is a result of a cause, other than the Lessor's failure to satisfy its duties and obligations under the Lease, You will be charged the full amount of all related fees, expenses and damages to resolve the issue.

7. PETS

Lessee shall be permitted to have up to two pets (inside dogs and cats only) but at no time shall any pet be located outside of the Home unless it is on a leash held by Lessee (or in an approved Community Dog Park). Feeding of or housing or taking care of outside cats is a material breach of the lease and subject to minimum fine of \$100 per day and immediate eviction. By having a pet on the Lessee's Site or Home, Lessee hereby acknowledges and affirms that Lessee shall waive all liability of Lessor, to the fullest extent of the law. Lessor reserves the right to change this Pet Policy at any time. Lessee must have liability insurance in an amount not less than \$300,000, with Lessor named as an Additional Insured. If requested by Lessor, Lessee shall complete a Pet Schedule (**SCHEDULE 7**). Any violation of the Pet Policy shall (i.e. must) result in a fine of not less than \$100 but also may – at Community Manager's sole discretion – result in an immediate eviction. Any pet that is aggressive or bites another pet or a human must be removed permanently and immediately. **THE SAFETY OF OUR PETS AND RESIDENTS IS OF THE HIGHEST PRIORITY AND COMPLIANCE WITH THE PET RULES IS A CRUCIAL COMPONENT OF THIS OBJECTIVE.**

8. SELLING AND MOVING A HOME

A. SELLING A HOME

1. **THE LESSEE MUST COMPLY WITH ALL LEASE REQUIREMENTS AND THE PROVISIONS SET FORTH BELOW IN CONNECTION WITH TRANSFERRING OR SELLING A HOME.** If the Lessee fails to strictly comply with all requirements, the Lessee shall be in breach of the Lease and shall be responsible for all related Lessor damages, costs (including all Lease Fees through the end of the Lease Term and the accrued and earned Lease Fees identified in the Lease) and expenses (including legal fees and expenses). You must notify the Community Manager, not less than thirty (30) days prior to the closing of the Home sale, to allow the Community Manager adequate time to 1) exercise its first right of refusal and 2) provide You with written approval (which shall be in the sole discretion of the Lessor) of the proposed lessee and to provide the proposed lessee with the form of Lease to be executed by the proposed lessee. The requirements for obtaining Community approval of the new lessee include, but are not limited to, the following:

- a) A credit application (including a credit application fee) by the proposed new lessee must be completed.
- b) Interview with the Community Manager.
- c) Reference letter from current landlord with name, address and contact phone number.

- d) Sales contract for Home between the Lessee and the proposed lessee.
- e) Within sixty (60) days of the Home purchase, proof of ownership in the name of the proposed lessee (i.e. promissory note or title).
- f) Provide a copy of insurance policy or binder with required coverages. Note: Pet Insurance is required immediately upon sale of the new buyer/Lessee.
- g) Only authorized Lessees and Approved Lease Occupants are allowed to reside in the Home. **The Lessee is not permitted to assign the Lease (directly or through a sale of the Home) or sublease the Home.**
- h) Personal property taxes for the Home (and improvements) must be paid, in compliance with Applicable Laws, and a copy of the paid receipt must be submitted to the Community Manager prior to the Home sale. Lessor has the right – but not the obligation – to pay the Lessee property taxes (or insurance or utility expenses or fees) on behalf of Lessee and in said instance said payment shall immediately become a Lease Fee owed by the Lessee for reimbursement to Lessor.
- i) All outstanding Lease Fees (including the Lease Fees due throughout the remaining Lease Term) must be paid prior to the sale of the Home. The Lessee must provide written evidence, satisfactory to the Manager that all utilities and service fees, including Lessee Utility Expenses, have been paid through the proposed Home sales date. Lessee’s failure to pay Utility Expenses shall be a material default under the Lease.
- j) **No Lessee selling a Home can guarantee or represent to prospective purchaser/lessees that they will be approved as a lessee by the Lessor and permitted to rent the Site or any other Site in the Community.** Additionally, there will be a \$300.00 transfer fee for any approved replacement lessee or sub-lessee. The Lessee acknowledges and agrees that the Lessor shall not be liable, and the Lessee shall hold the Lessor harmless from, any liability, damages, costs or expenses (including legal fees and expenses) relating to any claim or action by any person or entity relating thereto. If the proposed new lessee is not approved or is rejected as a lessee, the Home—at Lessor’s discretion--must be moved from the Community on the date of the sale of the Home, and the current Lessee shall remain liable for all Lease Fees for the Lease term.
- k) The Lessor reserves the right to require a Home to be removed from the Community in connection with an unauthorized home sale or transfer, consistent with the terms and conditions of the Lease, these Leasing Guidelines and Applicable Laws.
- l) While Lessee has the freedom to market and sell the mobile home to any prospective buyer and for whatever price the Lessee and prospective buyer agree upon, the lease includes provisions concerning a first right of refusal and the terms therein. Lessor is willing, but not required, to help Lessee market the sale of the Home to prospective buyers.
- m) Persons moving into the Community in violation of the terms and conditions of this Lease and the Leasing Guidelines, and/or without prior written approval from the Lessor, are considered to be trespassing and are subject to prosecution, and the Lessee shall be liable for, and hold the Lessor harmless from, all costs and expenses (including legal fees and expenses) incurred by the Lessor in connection with such unauthorized home sale, transfer or assignment.

B. MOVING A HOME

THE LESSEE MUST COMPLY WITH ALL LEASE REQUIREMENTS AND THE PROVISIONS SET FORTH BELOW PRIOR TO MOVING THE HOME OUT OF THE COMMUNITY OR TO ANOTHER LOCATION WITHIN THE COMMUNITY. If the Lessee fails to comply with such requirements, the Lessee shall be responsible for all related damages, expenses (including legal fees and expenses) and costs (including the Lease Fees for the remaining Lease Term identified in the Lease).

1. The Lessee must give the Community Manager not less than thirty (30) days prior written notice of the proposed moving date of a Home, commencing after and noting the Right of First Refusal Provisions under the Lease.
2. The Lessee, or the Lessee's moving company, must supply to the Community Manager, a Certificate of Insurance, which shall include a minimum of Five Hundred Thousand Dollars (\$500,000.00) liability insurance naming Lessor and its designee/s, prior to the beginning of any work.
3. An appointment must be made with the Community Manager to schedule the disconnection of all utilities.
4. All Lease Fees (including the Lease Fees for the remaining Lease Term) and accrued fees and expenses (including legal fees and expenses) must be paid, in full, prior to moving the Home, in accordance with the terms and conditions of the Lease. Any Home purchaser shall also be personally liable for said Lease Fees.
5. All scrap metal, boards, glass, and miscellaneous rubbish must be cleaned up and removed from the Site within twenty-four (24) hours of the Home being removed from the Site. If not moved in accordance with this section, a minimum fine of \$1,000 shall apply. Any Home purchaser, transporter, or installer – at the discretion of Lessor – must also be personally liable for said costs.
6. All bushes, shrubs, lawns, plants and trees must be left in good condition and the Lessee shall be responsible for all damages or costs for remediation or improvement.
7. All sidewalks, curbs, driveways, and pads must be left in good condition and repair (no oil stains, paint, large cracks, etc.).
8. All water mains, "red heads", connections, shut-off valves, risers, sewer pipes, etc., must be left in good working condition and repair. Any water or sewer leaks or repairs are the responsibility of Lessee and buyer.
9. The lease provisions concerning First Right of Refusal must be adhered to.

The Lessor will inspect the Site after the Home is moved and, within thirty (30) days of the date the Home was moved, notify the Lessee of any damage, repair and costs. Upon notification by the Lessor, the Lessee shall repair all damages within ten (10) days and indemnify the Lessor, and hold the Lessor harmless, from all related costs and expenses (including legal fees and expenses) incurred by the Lessor.

9. SITE IMPROVEMENTS

To maintain the appearance of the Community, any proposed construction/alteration or installation of storage sheds, garages, decks, patio awnings, porch steps or any other Site Improvement must first be approved by the Community

Manager (pursuant to Site Enhancement Form) and must have any necessary city permit, a copy of which shall be supplied to the Community Manager. If work is done on the Site, without the Community Manager's prior written approval, the Lessor may, in its sole discretion, require that the "improvement" be removed, within five (5) days of notification to the Lessee, or it may be removed by the Lessor, and the Lessee hereby authorizes and directs the Lessor to remove, or arrange for the removal of, such "improvement", at the Lessee's sole cost and expense.

10. SITE MAINTENANCE

- A. **OVERALL APPEARANCE:** The Lessee is responsible for the overall appearance of the Site, the Home and all improvements. They shall be kept orderly, neat, clean and free of debris. Mowing, trimming, weeding, pruning and general care of lawn, trees and shrubs is the responsibility, and cost, of the Lessee. Additional landscaping and shrubs may be planted with the Community Manager's written approval (including a completed Site Enhancement Form) of type and location. Once planted, all plantings become the property of the Lessor, although the Lessor has no responsibility to maintain such plantings. The Lessee shall be in breach of this Lease if the Lessee fails to maintain the Home or Site as required in the Lease or these Leasing Guidelines, or permits any improper or offensive signs or conditions to exist.
- B. **LEAVES:** During the fall season, leaves on the Site must be raked and placed in appropriate yard waste containers or disposed of in accordance with Applicable Laws. Leaves and grass clippings shall never be swept or blown into the street, onto another Site or into any Common Area.
- C. **SNOW: IT IS THE LESSEE'S RESPONSIBILITY TO ENSURE THAT SNOW AND ICE DO NOT ACCUMULATE AND SHALL BE REMOVED FROM, ALL SITE AND HOME PORCHES, STEPS, SIDEWALKS, DRIVES, WALKWAYS, ETC. SNOW AND ICE ARE NEVER TO BE PLACED IN THE STREET, ON ANOTHER SITE OR IN THE COMMON AREA. IT IS NOT THE LESSOR'S RESPONSIBILITY TO REMOVE SNOW OR ICE FROM THE SITE, OR THE SITE'S SIDEWALKS OR DRIVEWAY.**
- D. **IMPROVEMENT COSTS:** All improvements, including steps, sheds, garages, decks, or driveways, if applicable, on the Home and Site, are to be completed and maintained at Lessee's expense, including annual seal coating, if applicable. C.B. towers, beam antennas, or other unsightly antennas are not permitted except as specifically approved in writing by the Regional Manager.
- E. **SWING SETS:** Each Lessee is permitted, upon obtaining the written approval of the Community Manager, to construct and maintain a "swing set" so long as it is enclosed in an approved fenced in area (noting that NO fences are approved or allowed without the express written permission of the Regional Manager). The approval will be contingent on the location, size and type of swing set or trampoline. If approved, the swing set must be located near the rear of the Home and Site, be properly constructed and maintained in good condition and repair. Under no circumstances may swing sets be cemented into the ground. Tire swings are not permitted. A copy of the Lessee's current insurance policy, indicating liability coverage, must be on file with the Community Manager before the addition of a swing set will be approved.
- F. **GOALS AND POOLS:** Lessees shall not locate or erect basketball hoops, "street" or ice hockey goals or swimming pools, hot tubs, water slides, including, but not limited to, "kiddie" and/or "wading" pools on the Site or in the Community, except as expressly approved in writing by Regional Manager and at Regional Manager's sole discretion.
- G. **FENCES:** Fences currently existing shall be maintained in good condition and repair, at the Community's discretion, and must be removed upon the sale of the home. Failure to maintain the fence may result in your having to permanently remove the fence at the expense of Lessee. No fences shall be constructed without the Regional Manager's express written approval, and any approved fence must be transparent, finished painted chain link or wood, less than three feet high, and shall not be used at any time to be used as a "pen"

for dogs or other animals to run free. Privacy fences or other fences that cannot be seen through are expressly prohibited.

- H. **CLOTHESLINES:** No “string” or “line” clotheslines are permitted. Umbrella clotheslines are only permitted if they are not visible from the road and must be in a closed position if not in use during daytime hours and always after 5:00 p.m.
- I. **SATELLITE DISHES:** Satellite dishes must be mounted on the Home or shed in compliance with Community requirements, which may be obtained from the Community Manager. Approval from the Community Manager is required prior to satellite dish installation.
- J. **TRAMPOLINES, TENTS AND GAZEBOS:** The Lessee shall not place or use, or permit to be placed or used, a trampoline, tent, fire pit, or similar equipment on the Home and Site, except when fenced in and approved in writing at Regional Manager’s discretion (and subject to revocation of said approval at Regional Manager’s sole discretion). The Lessee shall not place or use, or permit to be placed or used, a "gazebo", or similar structure, on the Site unless the Lessee has submitted to the Community Manager, and the Community Manager has approved in writing.
- K. **SKIRTING:** The Lessee’s Home must maintain, at all times during the Lease Term, Home “skirting” which is in good condition and repair, and consistent with Community standards and requirements. Lessor reserves the right to fix any skirting and may charge Lessee the actual cost of materials and labor, plus an administrative fee of One Hundred Dollars (\$100.00). Additionally, no homes in the park shall be permitted to have an exposed tongue or hitch for transit or other purposes and Lessee acknowledges that Lessor may choose to remove said tongue or hitch at actual removal cost or One Hundred Fifty Dollars (\$150.00)., whichever is greater.

11. **LAWN**

It is the responsibility of each Lessee to ensure that the Home and Site lawn is properly maintained and to provide for the following:

- A. Fertilize the lawn as necessary.
- B. Keep the lawn free of weeds by using a commercial weed killer, as often as necessary, for proper control.
- C. Re-seed the lawn, as necessary, to ensure full strands of grass.
- D. Cut and maintain the lawn, as necessary, but not less often than by Friday of every second week, to ensure that it is never more than three and one-half inches (3-1/2”) high, including, but not limited to, trimming around the Home, landscaping, sheds, etc.
- E. Once landscaping, gardens, etc., are planted, they must be kept orderly and free of weeds.

Should Lessee fail to comply with these requirements, Lessor reserves the right to arrange for such necessary services at the sole expense of the Lessee (as provided in **SECTION 2.C.** of the Lease). Lessee shall make payment for such services immediately upon presentation of the invoice by the Lessor, or with the next monthly rent payment, whichever is sooner. With two days’ notice, if Lessee does not correct mowing or landscaping deficiency, Lessor is authorized to mow or landscape Lessee Site and bill back actual costs of labor, material, and administrative time (not less than \$50.00 per occurrence) for said “forced mow”, with the Regional Manager having the discretion to identify a single day of the week as the day of continual and duly noticed – via letter to the Community – as Forced Mow Day (e.g. Forced Mow Mondays).

12. **STORAGE**

A. **STORAGE SHEDS:**

1. A storage shed may be purchased by the Lessee and erected on the Home and Site, but only if Lessee obtains prior written approval from the Regional Manager any necessary city permit, after completing and submitting a Site Enhancement Form to the Regional Manager, and the Lessee does not already have a shed located on the Site. Lessor may, at its sole discretion, purchase and install a shed for Lessee's use and in said instances the use for said shed shall require a fee paid by Lessee of not less than \$35.00 per month. The Lessee must ensure that the storage shed is kept in good condition and repair and, if rusting or rotting occurs, it must be repaired, painted or replaced. The storage shed is only to be used to store hand tools, lawn mowers, patio furniture, bicycles, toys and other such similar property. The only items permitted to be stored outside are patio furniture, grills, and other reasonable outdoor items, determined at Lessor's discretion.

2. No water or electric service may be installed in, on or around the shed. If the shed or any other improvement has to be moved for any repair to the Site or the Home, it will be moved at the Lessee's sole expense. Only one (1) storage shed per Home and Site is permitted. The maximum size of the shed may not exceed 100 square feet (but only where appropriate space is available). The roof peak must be no higher than the eaves on the Home. Sheds must be the same color as the Home or coordinated with the Home color, except as approved by the Community Manager in writing or for sheds that are rental units owned by Lessor. The Lessee is responsible for ensuring that the size and location of the shed complies with all Lease, Leasing Guidelines and Applicable Laws.

13. **SITE ENHANCEMENTS AND MAINTENANCE**

A. **HOME MAINTENANCE:** The Home, the Site and improvements (including but not limited to all skirting, steps and porches at, near or attached to the Home) shall be maintained by Lessee in a reasonable and attractive manner, and comply with all terms and conditions of the Lease, these Leasing Guidelines and Applicable Laws. The Site shall not be altered or any structure, equipment or items be placed, installed or maintained on the Site or the Home without a Site Enhancement Form, approved and executed by the Community Manager. Lessee must ensure that the Site, Home, driveway, if applicable, and improvements are maintained in good condition and repair; and if rusting or fading occurs, such item must be repaired and/or painted. Lessor reserves the right to require Lessee to remove any improvement should the Community Manager determine such removal to be necessary or required under or pursuant to the Lease, these Leasing Guidelines or Applicable Laws.

B. **INSPECTION OF HOME/SITE:**

Lessee acknowledges and agrees that Lessor may inspect the Site and the exterior and interior of the Home to determine what repairs are necessary, or required, to siding, skirting, walkways, drives, screen doors, porches, steps, garages, decks and sheds. Lessee acknowledges and agrees that Lessor may inspect the interior of the Home and improvements if the Lessee is leasing the mobile home from the Lessor and this inspection may be for the same purposes at any time, and upon 48 hours written notice may also inspect the interior of Lessee-owned homes. A Notice of Violation may be distributed if Violations are noted by the Community Manager. All violations must be promptly and fully corrected by Lessee in a manner that satisfies the terms and conditions of the Lease, these Leasing Guidelines and/or Applicable Laws. If the violation is not corrected within the required time frame, the Community Manager may, but is not required to, arrange for the repairs to be completed at the Lessee's sole expense, as provided in Lease Section 2(c). If the Community Manager suspects bug, insect, rodent or other infestation then upon written request the Lessee must allow for and pay for treatment or treatments necessary to remedy any infestation.

- C. **HOME WASHING:** Lessees are required to wash the exterior of the Home and improvements as necessary, and upon request by the Regional Manager.
- D. **DEBRIS:** Lessees are responsible for maintaining the entire Site and curb area in front of the Home and Site clean and free of debris, weeds, snow, water and ice.
- E. **ELECTRICAL APPLIANCES:** Lessee shall not "overload" the Home's electrical system. Lessee must use appropriately rated surge protectors and, if Lessee possesses two (2) or more major appliances, Lessee shall be required to install an additional breaker(s). It is the sole responsibility of the Lessee to determine the capacity and safe use of the Home's electrical system, including all outlets and appliances. All electrical work shall be performed by a licensed electrician, at Lessee's sole expense. The Lessee agrees that the Lessor shall have no liability for the installation, maintenance or operation of the electrical system located in the Home, including damage to property or injury to persons.
- F. **SMOKE DETECTORS:** Lessees shall obtain and maintain, in good working condition and repair, not less than two (2) smoke detectors, one (1) carbon monoxide detectors and not less than two (2) fire extinguishers in the Home, as well as provide accessibility to two (2) escape exits. When applicable by local law, Lessee shall exceed these minimum expectations to comply with local law.
- G. **WINTERIZING:** It is the Lessee's responsibility to arrange for all materials and workmanship regarding connections, winterizing or frost-proofing of the Home and the utility services. In the event that the Lessor is required to perform emergency services due to insufficient or improper work by the Lessee in connection herewith, the Lessee will be assessed a fee and amount based upon the work required to be performed by, or at the direction of, the Lessor, and related damages, if any. Said fee shall be a minimum of \$100.00 per occurrence when Lessor is contacted to assist, in addition to actual costs for materials, supplies, and labor.
- H. **HEAT TAPE:** Each year, Lessees are responsible for checking and plugging in the Home heat tape to prevent freezing. Lessees shall be responsible for the repair of broken pipes and water lost, in Lessor's reasonable estimate, in the event a pipe breaks due to freezing.
- I. **PAINTING:** Homes, sheds, improvements, roofs (must be regularly seal coated or shingled), decks, mailboxes, etc., may not be painted unless a Site Enhancement Form is completed, submitted to and approved by the Community Manager. The Community Manager reserves the right to deny any color he/she determines to be unattractive or unsightly.
- J. **AIR CONDITIONING:** Window and central air conditioning are permitted. Window units must be properly installed, in accordance with Community requirements, and be attractive in appearance. Window units may not be braced by boards or other materials from the ground to the unit.
- K. **DECKS AND PORCH STEPS:** Decks and porch steps must be constructed using either pressure treated lumber or fiberglass. Only designs and materials, approved by the Community Manager and City Inspector, in writing, may be used. It is the sole and exclusive responsibility of the Lessee to complete a Site Enforcement Form, prior to installing and maintaining decks and porch steps. All decks and porch steps must be maintained in good condition and repair.
- L. **CARPORTS:** Carports and porch/patio awnings may not be installed, without the permission of the Community Manager.
- M. **HOME ADDRESSES:** Lessees are required to display address numbers on the Home or mailbox. Address numbers must be a minimum of 3" in height, made of plastic or metal, and prominently displayed on the street side of the Home. Any trees or bushes obstructing the view of the address number shall be trimmed or removed.

14. NOISE

Objectionable noise will not be permitted in the Community, at any time. This includes, but is not limited to, loud music, loud mufflers, cursing, yelling or screaming. This rule will be strictly enforced between the hours of 10:00 P.M. to 8:00 A.M. Loud parties, drunkenness, use or sale of drugs, acts of immoral conduct, excessive noise disturbance, acts of juvenile delinquency, boisterous conduct, willful or careless destruction of property or violations of posted Speed Limit and roadway signs and/or improper use of Community roads will be deemed to be violations and a breach of the Lease and these Leasing Guidelines.

15. WEAPONS

All weapons, including, but not limited, to firearms, bows and arrows, may be possessed by Lessee who possesses the appropriate State and Federal licenses for possession of said weapons. Use and possession is limited to compliance with State, Local and Federal Law and must be done in a safe and responsible manner. Possession of any items that would be deemed to be a health or safety risk or would adversely affect the Lessor's ability to obtain commercially reasonable insurance are strictly prohibited.

16. TRESPASSING ON ANOTHER HOME AND SITE

Trespassing by any Lessee, Approved Lease Occupant or their guests/visitors through other lessee's property for a "faster route" is prohibited. All Lessees, Approved Lease Occupants or their guests/visitors are forbidden from playing in or around any Site other than their own or that of the lessee whom they are visiting. Lessees will be strictly responsible for all damage caused by such persons to other lessees' or Community property. Other Sites, streets and Common Areas are not to be used as playgrounds or for ball-playing or other recreational purposes, which is only permitted, if at all, in specifically designated areas.

17. LESSEE COMPLAINTS

In order for the Community Manager to respond to a request or complaint by a Lessee, the request must be in writing, dated and signed by the requesting/complaining Lessee, and provided to the Community Manager in a timely manner. The Lessee's request or complaint will not be shared with any other lessee and will remain confidential, unless the use is necessary or required in connection with legal proceedings or for the enforcement of the Lease or these Leasing Guidelines.

18. USE OF WATER AND SEWAGE SYSTEM

Lessees shall not waste water or sewer services, and are responsible to repair all internal leaks and immediately report external leaks to the Community Manager. It is the Lessee's responsibility to ensure that no Kleenex, any form of tobacco, chemicals, garbage, oil, grease, disposable diapers, condoms, sanitary napkins, tampons, coffee grounds or anything else that will not dissolve or is non-biodegradable, is put into sink drains or toilets. Any costs, expenses or damages related to any repairs, obstructions or damages caused by these items will be billed to, and paid by, the Lessee.

19. HEALTH/SANITATION AND REFUSE

Garbage, rubbish and similar materials are currently collected once a week. Garbage containers are to be placed next to the curb in front of each Home on collection day. No rubbish may be put out earlier than 9:00 P.M. the night before collection. During the period of time prior to collection days, containers are to be stored out of sight behind the Home or in a Lessee's shed. All garbage must be bagged and stored in an insect, animal/rodent, water-tight container with a secure lid.

20. SERVICE CALLS

If a service call problem is determined by the Community Manager to be the result of the Lessee's failure to comply with the Lease, these Leasing Guidelines or Applicable Laws, and the problem/issue has not been resolved, after notice from the Lessor, the work may be completed by the Lessor's employees or vendors, at the Lessee's sole expense. Lessee shall immediately pay any invoice for such services, fees and expenses, upon presentation of the invoice by the Lessor or by the vendor providing such services. The payment of such amount by the Lessee does not cure any breach of the Lessee under the Lease or reduce the liability of the Lessee under the Lease or these Leasing Guidelines, nor does the receipt of such amount by the Lessor or the servicing vendor constitute a Lessor waiver, release or an accord or satisfaction.

21. MISCELLANEOUS

- **Community Manager Office Hours:** The Community Manager is available from 8:00-5:00 Monday through Friday, and at other times as necessary and available.
- **Amendments:** Subject to Applicable Laws, these Leasing Guidelines may be amended with thirty (30) days written notice to the Lessee.
- **Notices:** Notices shall be mailed pursuant to **SECTION 17.E.** of the Lease.
- **Cleanup:** Every Lessee has a responsibility to help keep the Community clean. Each person is expected to do their share. It is Your neighborhood.
- **Questions:** If there is anything in the Lease or these Leasing Guidelines that is not clear or if You have any questions, please notify the Community Manager, in writing.
- **Soliciting:** Solicitation by any person in the Community, including Lessees, is strictly prohibited. If someone is approached by a solicitor, please communicate that solicitation is not allowed in the Community and ask them to leave. If they continue to solicit, please notify the Community Manager or local law enforcement.

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