

Orchard Estates I MHC, LLC
Rules and Regulations

These Rules are Effective as of April 1, 2016

I. Application for Occupancy and Terms of Tenancy:

1. Each current Resident is required to complete and return to the Park Office a Resident Registration Form and any other related form(s) as may be required by the Park Owner. Each prospective Resident is required to complete a Resident Application Form and any other related form(s) as may be required by the Park Owner. These forms may be obtained from the Park Manager.
2. Only persons who are listed on the Resident Application/Registration Forms may permanently reside in the Resident's mobile home. If additional persons move into the mobile home, these persons must be approved by the Park Manager and names must be added to the Resident Application/Registration Form. All Residents must notify the Park Manager regarding any temporary persons who the Resident expects will be a guest for more than forty-eight (48) hours. The duration of such temporary residency must be approved in advance by the Park Manager. All permanent and temporary Residents and guests must abide by the Park Rules and Regulations. Violation of any of the Park Rules and Regulations will constitute reasonable fines or cause for the eviction of the violator and violator's mobile home from the Park.
3. The number of permitted occupants per mobile home is based on federal guidelines of two (2) persons per bedroom where local law does not address occupancy standards.
4. You will be offered a one-time opportunity to request a formal written lease in accordance with Ohio law. All Residents residing in the Park who decline the one-year written lease shall be placed on a month-to-month residency, with such terms applying as are contained in the written lease. Residency can be terminated by Landlord based upon a default of rent, material violations of the lease and/or Community Rules and Regulations, or any other reason permitted under Ohio law.

II. Rental Payments and Other Financial Responsibilities of Tenants:

1. Each approved Resident Applicant must pay the first month's rental payment plus, at the Park Owner's discretion, a security deposit. Upon vacating the leased premises, the security deposit shall be returned to the Resident, within thirty (30) days, less any charges for damage to the leased premises, rent in arrears, or charges treated as rent in arrears. Resident must leave a forwarding address with the Park Manager in order to receive a security deposit refund.
2. Each tenant shall pay a monthly rental charge without set off or demand. Rental obligations include the payment of all Utilities as set forth in the Lease. Any and all of the monthly rental charges which are not paid in full shall be treated as rent in arrears.
3. Late Fees: Each month's rental payment, which includes applicable utility reimbursements, is due in FULL and payable in advance, on or before the first (1st) day of each month. Residents shall be granted a grace period of five (5) days for the payment of each month's rental amount due. Upon expiration of the grace period, a late payment charge of Fifty Dollars (\$50.00) shall be assessed. All late payment charges are treated as rent in arrears if not paid.
4. Non Sufficient Funds Fee: A charge of Thirty-Five Dollars (\$35.00) per check shall be imposed for any Resident's check which is returned for any reason. In addition to the non sufficient funds fee, if your monthly payment is late due to your check being returned by the bank, a late payment charge will be assessed to your account. Effective the following month NO personal checks will be accepted; only money orders or certified checks. All non-sufficient funds fees are treated as rent in arrears if

not paid.

5. If a Resident wishes to remove his or her home from the Park, he or she must give written notice to the Park Manager at least ten (10) days prior to the first day of the last month of occupancy.
6. A Resident may NOT sublease his lot nor may a Resident lease his or her mobile home to another person(s) without having first obtained the prior consent of the Park Owner.
7. Unless alternative arrangements are made, the owner of a mobile home stored in the Park for any reason shall be charged the normal monthly lot rental for such home.
8. Each Resident must pay all real estate taxes which are assessed and levied against his or her mobile home. Proof of payment of such taxes must be provided to the Park Manager within thirty (30) days from the date such tax is due.
9. Any fines or penalties which are assessed against the Park Owner by any municipal, state or federal authority because of a violation(s) by a Resident of any municipal, state or federal laws or regulations shall be reimbursed by Resident to the Park Owner and each Resident agrees to indemnify the Park Owner against such fines and penalties, and against related expenses incurred in connection therewith. Any amounts owed in accordance with this section shall be treated as rent in arrears for all purposes under these Rules and Regulations.
10. Each Resident agrees to maintain liability insurance coverage for the leased premises. Proof of liability insurance must be provided to the Park Manager. The Park Owner is not responsible for damage, injury or loss by accident, theft, fire, malicious mischief, or acts of God, to either the property or person of any Resident, Resident's family member or guest. Each Resident assumes all such risks.
11. In event of sub-metered utilities (if utilities are not sub-metered by Park Owner, the following section does not apply): Separate water/sewer meters will be/have been installed on each home in the Park. These meters will be read on a monthly basis (generally by a third-party contractor) and invoices (prepared by the contractor) will be issued to Residents who will be responsible for reimbursing the Park for the actual cost of water and sewer, as reflected on the meter, and calculated using the residential rate/gallon charged by the public or nearest public provider, plus a \$5.00 ready to serve charge/administrative fee. **Water and sewer payments should be paid with lot rent every month and shall for all purposes hereunder be considered rent.** Failure to pay three consecutive water/sewer bills is grounds for eviction.

III. Rules of Conduct for Resident and Guests and General Occupancy Rules: Any tenant receiving two (2) violation notices within six (6) months may be asked to vacate the premises per Ohio law. These rules and regulations are intended to protect the rights and privileges and the peace, health, safety and welfare of the tenants. Community Management reserves the right to terminate the rental agreement of any tenant who disregards or violates these rules and regulations.

1. Residents shall be responsible for the conduct of members of their family and guests and shall be liable for any damage which is caused to Park Property or the property of others whether such damage is done intentionally or accidentally and will be financially responsible for any such damage. Charges for such damage, if not paid shall be treated as rent in arrears.
2. Residents are responsible for the behavior of their children and will be held accountable for their children's actions. Children are not permitted to play on or around other Residents' property or vacant rental spaces. Children are prohibited from playing, riding bicycles, etc. in the Park after sunset.
3. Residents must show general respect for, and civility to, their fellow Residents and to Community personnel. The Landlord will not tolerate aggressive or offensive behavior directed toward Community personnel, and such conduct shall be grounds for fine or eviction. Landlord, and its agents, will show Residents the respect they deserve as human beings. Landlord expects reciprocal

respect.

4. All Residents must refrain from loud activities between the hours of 10:00 PM and 8:00 AM. Any excessive noise is prohibited at all times. Drunkenness, fighting, profanity and loud, boisterous or immoral conduct will not be tolerated. No alcoholic beverages may be served or consumed publicly or in Park buildings or in Park recreational or common areas.
5. Any Resident who is convicted of a felony, regardless of where the felony is committed, shall be subject to eviction.
6. No business enterprise, peddling or soliciting may be conducted within the Park.
7. Penetration of the ground anywhere within the Park by the driving of stakes, digging of holes or by any other means is strictly prohibited due to the possibility of damaging underground utilities. Any desired landscaping, including the installation of fences, which may be picket and be no more than four (4) feet in height, by a Resident must be approved in advance by the Park Manager.
8. **Non-soluble items such as rags, cloth, hard paper, sanitary napkins, frying oil or fat and items made of plastic or rubber must not be flushed down any drain or toilet.** Tampering with or putting anything down the sewer traps in the Park is strictly forbidden. Residents will be financially liable for the repair of any and all damage to or clogging of the Park's sewer system which is caused by violation of this rule.
9. Tampering with the fuses or the electric service to Residents' mobile home is strictly forbidden. Please contact the Park Manager or a licensed electrician if any electrical repairs are required.
10. Fires of any kind in the Park are prohibited.
11. Firearms, BB guns, pellet guns, sling shots, bows and arrows and any and all other weapons or similar devices which emit projectiles may not be discharged in the Park at any time, and may not be carried in the Park whether loaded or unloaded.
12. Fireworks or other explosives are absolutely prohibited in the Park at all times.
13. No advertisement of any type shall be permitted in the Park excluding "For Sale" signs for the sale of a Resident's mobile home, if applicable.
14. Pets:
 - A. All pets must be registered with the Park Manager, using the Park's Pet Registration Form.
 - B. Each home may have no more than two (2) dogs (no larger than 35lbs) or two (2) cats; provided, however, that if (i) a Resident has more than two dogs and/or two cats before the Effective Date of these rules, and (ii) such dogs/cats have been properly registered with the Park Manager, then they are permitted to keep such excess dogs/cats until they die or are disposed of, after which time the pet limit above shall apply. To be grandfathered, your pets must be registered by March 1, 2016.
 - C. No vicious or dangerous animals, as defined under Ohio law, are permitted to be kept as pets.
 - D. Pet owners will be responsible to pay for the cost of any damage which is caused by his or her pet to any area of the Park including the Park's grounds, shrubbery and trees or for any damage to any other Resident's property.
 - E. Pets must be removed immediately from the premises if any of the following Rules and Regulations are not observed:
 - Pets must not be a nuisance or a menace to other Residents.
 - Excessive pet noise or odor is not permitted.
 - Pets may not be tied or staked outside of Residents' mobile homes at any time unless, and only for so long as, the dog owner is outside with and supervising the dog. All pets, including cats, are prohibited from running loose. All pets must be on a hand-held leash at all times when outside of Residents' mobile homes.
 - Pet owners must clean up and dispose of all pet waste immediately.

15. Every Resident is required to advise the Park Manager if he or she intends to leave his or her mobile home for an extended period of time. The Park Manager shall be advised of date of departure and the date of return. The required notification shall not transfer the responsibility for the maintenance or protection of the Resident's mobile home to the Park Owner. If a Resident is absent for more than one month without having given the required prior notification to the Park Manager, the Resident's mobile home will be considered to be abandoned and the Park Owner may remove it from the leased space to a storage area or will declare the mobile home to have been abandoned and the mobile home will be sold in accordance with the Motor Vehicle statutes of the state of Ohio. If a Resident's mobile home is abandoned and/or placed in storage or is sold pursuant to the provisions as set forth above, the Resident shall be responsible for the costs of such storage or sale in an amount which is equal to 150% of the actual costs of such storage or sale. Such charges shall be treated as rent in arrears if not paid. Each Resident hereby agrees to leave heat on in his or her mobile home during periods of absence during cold weather, and to have a neighbor periodically check the mobile home. Each Resident further agrees to leave a telephone number and a forwarding address with the Park Manager to enable the Park Manager to contact the Resident in case of emergency.
16. Residents agree to abide by the Rules and Regulations which may be promulgated by the Park Owner pertaining to the use of recreational buildings and recreational areas within the Park.
17. If any provision of these Mobile Home Park Rules and Regulations shall be deemed to be void and unenforceable by any court of competent jurisdiction or agency, said clause shall be stricken and all other provisions hereof shall remain in full force and effect.
18. Fines for Failure to Follow Park Rules: Claimed ignorance of any of these Rules and Regulations will NOT constitute reasonable cause for noncompliance. Noncompliance with any of these Rules and Regulations shall result in fines and/or eviction.
 - A. First Violation of Park Rules and Regulations – Warning
 - B. Second Violation of Park Rules and Regulations - \$25 Fine or Eviction
 - C. Third Violation of Park Rules and Regulations - \$50 Fine or Eviction
 - D. Fourth Violation of Park Rules and Regulations – Absolute Eviction

Any fines charged in connection with this Section shall be considered rent in arrears and shall subject the Resident to eviction proceedings.

IV. Maintenance of Sites and Mobile Homes

1. At the time of occupancy, each Resident shall install ground anchors to his or her mobile home, utility sheds, etc., and shall install ground anchors to any subsequent additions. The placement of all ground anchors must be approved, in advance of installation, by the Park Manager to avoid damage to underground utilities, wires, pipes, etc. The installation of manufactured homes with anchors is governed by regulations of the Ohio Manufactured Homes Commission.
2. Each Resident shall install a check valve or similar device to prevent damage to his or her hot water heater or damage to the Park's water distribution system should negative pressure develop in the Park's water system.
3. With the exception of the aforementioned check valve, no hose connection fittings or other fittings or equipment may be directly connected to the Park's water supply lines. If a hose connection is desired, a frost-proof hydrant must be connected to your interior mobile home plumbing. The Park's water supply lines may not be used as an electrical ground.
4. Each mobile home must display the appropriate house numbers. The house numbers of each street address must be securely fastened to and prominently displayed on the end (or side) of each mobile home which faces the street. The house numbers must be of sufficient size to afford clear visibility from the street, and in all cases must be at least three inches in height.

5. All mobile homes must be skirted or enclosed with vinyl standard mobile home under-skirting within thirty (30) days of occupancy of the leased premises. There shall be no openings on any side of the mobile home skirting.
6. All skirting, awnings, utility buildings, storage sheds, trees, hedges, shrubbery, patios, masonry work and/or children playground equipment must be approved by the Park Manager prior to installation and must be in compliance with Municipal ordinances. The Park Manager must be consulted prior to the installation of fences to avoid damage to underground wiring and piping and to ascertain if the intended placement of such fences is in keeping with the Park policies. Any fences installed must be done said with the prior permission of the Park Manager, must be picket, and me be no more than four (4) feet in height.
7. Residents are permitted to have shed(s) on their Park lot premises. Each storage shed must be of wooden or vinyl construction. Metal sheds are NOT permitted, unless such shed existed prior to the Effective Date of these Rules and Regulations. Sheds must be painted or stained in subdued colors which coordinate with the Resident's mobile home and may not exceed a maximum size of 12' x 14'. The storage shed(s) must be placed on the mobile home lot in a manner and at a location which is approved in advance by the Park Manager. Each storage shed must be kept well-maintained.
8. Cement or concrete blocks are not permitted to be used for steps into a mobile home. Only standard, sturdy stairs of the closed-in type will be permitted, and they must be maintained, painted or stained at all times.
9. Each Resident shall be responsible for the maintenance of his or her driveway, any and all walkways, lawn and shrubbery, and shall be responsible for any and all plantings and trees on their lots. Except during winter months, lawn mowing and trimming shall be performed at a minimum of twice per month; tree trimming shall be performed as needed. If any Resident neglects to maintain his or her driveway, walkways, lawn, hedges, trees, shrubbery, etc., the Park Owner reserves the right, without prior notice to the Resident and without liability to itself, to enter the premises of any mobile home site to have the necessary lawn or tree maintenance performed. The Resident shall be charged for such services with such charges being treated as rent in arrears if not paid. The aforesaid charges shall be computed at the greater of 150% of the Park Owner's actual costs or \$50 per occurrence.
10. The Park Manager must be consulted prior to the planting of trees, hedges, shrubbery, etc. to avoid damage to underground wiring and piping and to ascertain if the intended placement of such plantings is in keeping with the Park's planting policies. Trees and shrubbery must be planted at least ten feet from the street to allow for snow removal. All shrubbery, trees, hedges, etc., may not be removed by the tenant without the prior written consent of the Park Manager.
11. Every mobile home space must be kept clean and neat. No external storage on patio or other areas is permitted. All personal belongings must be stored out of sight when not in use. The Park Owner may, without liability, enter the premises of any mobile home site to clean up rubbish or take any action which is deemed to be required to keep the premises presentable. Residents will be charged for such services and such charges, if not paid, shall be treated as rent in arrears. The aforesaid charges shall be billed at the greater of 150% of the Park Owner's actual costs or \$50 per occurrence.

12. Drying of laundered clothing is permitted on umbrella-type or T-Pole drying lines only, which must be installed at the rear of the tenant's home. Extended clothes lines are prohibited. Umbrella-type clothes lines may be extended only when in use and must be closed at all other times. Draining or throwing waste water on the ground is prohibited.
13. All connections to water, sewer and electric lines must be approved in advance by the Park Manager. Residents must repair and maintain all utility connections located on their lot. The Landlord is not responsible to repair or replace any water or sewer lines beyond between their connection in the ground to the home, nor is the Landlord responsible to repair or replace any electric lines beyond their connection from the disconnect box at the resident's lot to the home. Landlord takes no responsibility whatsoever for any natural gas, propane heating oil or similar heating methods located on lot.
14. Each tenant is responsible for keeping his own water and sewer lines and water meters from freezing by insulating them and installing heat tapes and maintaining them in proper working order. In the event that a tenant fails to prevent the sewer and water lines from freezing, the tenant shall be responsible for all charges which are associated with the repairs to such lines by the Park Owner. If a resident causes any line or pipe to become clogged, or non-functional because of foreign matter, including but not limited to sanitary napkins, greases, rags or paper towels, the resident must pay for restoring the line to service.
15. The resident is responsible for any and all cost of damage resulting in replacement or repair (including service charges and loss of water) of water meters, remotes, insulation and winterizing of all metering equipment and water lines if such equipment is damaged due to negligence of the resident. Negligence includes leaving heat tapes unplugged, or non-working; intentionally defacing or tampering with the meter, the remotes or the lines to the remotes. It shall be the responsibility of the resident to provide adequate protection to the meter equipment from damage of any type including freeze-up. A service charge of \$60.00 shall apply to a meter requiring repair due to freeze-up. If the repair bill is not paid after 30 days, management has the right to shut off the water service to the resident and terminate the rental agreement. Community employees may go under your home without notice to inspect water metering equipment and utility connections.
16. Residents shall be responsible for the proper winterization of water lines. Water lines and meters must be wrapped and have approved heating tapes on and energized prior to winter. Do not let water run as this causes the sewer lines to freeze. Residents must exercise extreme caution when working with community water lines. Cost of repairs to community lines due to negligence will be charged to the resident.
17. Residents are responsible for maintaining/repairing any exterior lighting (that is not owned and maintained by the utility company).
18. Residents are responsible for maintaining their parking area (parking pad/driveway)
19. All window air conditioners must be properly supported. No props to the ground on the exterior of the mobile home will be permitted.
20. All garbage and trash shall be kept in the Resident's shed if applicable, or to the rear of the mobile home, and must be kept in tightly-closed, covered containers at all times. After collection, all garbage containers must be returned to the Resident's shed or to the rear of the Resident's mobile home, as applicable, within eight (8) hours of the time of the weekly trash collection. Containers must be kept clean inside and out, at all times. Burning of waste in the Park is not permitted.
21. All antennas and satellite dishes must be approved by Park Manager prior to installation. Antennas that extend higher than 12 feet above a roof line are not allowed, unless the antenna existed prior to the Effective Date of these Rules and Regulations. Satellite dishes greater than 39 inches in diameter are not allowed, unless the antenna existed prior to the Effective Date of these Rules and Regulations. Park Management must approve the placement of these devices to maintain an attractive community. Resident is responsible for all maintenance of the equipment installed.

22. All additions or exterior improvements or alterations to mobile homes or to the Residents' lot must be approved by the Park Manager prior to the commencement of any such endeavor. If a Resident has been granted approval for additions or alterations to his home, said additions or alterations shall be performed during daylight hours and shall be completed in a timely manner. Any additions or alterations must be undertaken in accordance with local and state ordinances and codes and permits, if any should be required, must be obtained prior to the commencement of work.
23. Each Resident must have at least two (2) working smoke detectors and one (1) working fire extinguisher in his or her home at all times and must provide evidence of same if and when requested by Park Manager. Each fire extinguisher shall have a capacity of not less than 2½ lbs. and shall be maintained in operable condition.
24. Limited storage of cement blocks, tires, lawn furniture and similar non-hazardous materials will be permitted under Residents' mobile homes if the home's skirting allows easy accessibility. Lawn mowers, flammable, caustic or other hazardous materials may NOT be stored under your mobile home at any time.
25. All hitches must be removed from each mobile home, unless the mobile home existed in the Park prior to the Effective Date of these Rules and Regulations. Landlord may take it upon itself to remove hitches from a Resident's mobile home and may charge the Resident the cost of such removal. Resident consents to allow Landlord to remove hitches and waives any liability Landlord may have as a result of such removals.
26. Axles, wheels and hitches must remain under each mobile home and may not be removed from the Park.
27. Each mobile home and its skirting, connection apparatus and shed, if applicable, shall be kept in a new-like condition or as nearly as possible and shall be kept clean at all times and free of rust, warping and deterioration. If any Resident fails to comply with this requirement, the Park Owner will arrange for such maintenance services to be provided and the Resident will be charged 150% of the Park Owner's actual costs, which charges, if unpaid, shall be treated as rent in arrears.
28. Gas bottles and oil tanks which are used by Residents must be located at the rear of the mobile homes, and whenever possible, at such a location as to not be seen from the paved road, unless the location of the gas bottle or oil tank existed prior to the Effective Date of these Rules and Regulations. All oil tanks must be installed at least six inches off the ground to facilitate the observation of leaking. The cost of cleaning up any leakage or spills from any oil or gas tanks or other containers which are placed upon the premises by a Resident shall be the sole responsibility of the Resident. Oil tanks must be painted and maintained by the Resident.
29. All leaking faucets, toilets, waterlines, etc. must be repaired promptly. The Park Owner reserves the right to discontinue water service to any mobile home which has continual water leaks, or to fix such water leaks and to bill the resident at the greater of 150% of Landlord's cost or \$60.00.
30. Removal of snow on a Resident's lot from parking spaces, walks, patios and access to utilities shall be the responsibility of each Resident.
31. The Park Owner, Park Manager and/or Approved Service Providers shall have the right to enter upon the leased premises at any time for the purpose of installing, inspecting, maintaining or replacing electric, gas or telephone lines, television cable or any other facility supplied to the mobile home unit, or for the purpose of inspecting any part of the premises in order to observe whether or not the Rules and Regulations of the Park are being observed, or for the purpose of making any repairs or for performing maintenance. This right of entry shall apply to the lot and the improvements thereon. Nothing herein shall grant the Park Owner or Manager the right to enter the Resident's home without prior consent of the Resident, unless the home is owned by the Park and rented by the Resident.
32. Residents may install an outdoor light mounted on their home or a pole light on the lot. The installation, maintenance and all costs involved the sole responsibility of the Resident. The lighting

fixtures must be in a new-like condition at all times or as nearly as possible and shall be kept clean at all times and free of rust and deterioration. The Park Manager must approve of the placement of the lighting fixture before any installation begins. Any pole light must be removed from the lot and the ground repaired when a Resident vacates.

33. No pools or wading pool will be allowed to be installed in the Park other than small plastic "kiddie-pools" that are no more than one (1) foot in depth. "Kiddie-pools" must be emptied when not in use.
34. No trampolines of any size are permitted in the Park.
35. Heating Oil is a prohibited source of heating in the Park. Nevertheless, any home on heating oil and existing in the Park prior to April 11, 2016, shall be permitted to continue the use of heating oil under the following conditions: (i) All residents who have a heating oil tank/drum shall be required to carry liability and spill insurance on the tank. Such insurance must be obtained immediately, and proof of such insurance must be provided to Management. Failure to provide such proof of insurance shall result in a fine of \$50.00 for each month in which the Resident fails to show proof of insurance. (ii) The Home must be converted to propane, electric or similar heating upon the earlier of the sale of the Home to another party or a substantial remodel/rehabilitation to the Home.

V. Automobiles and Other Vehicles

1. Residents may have three (3) vehicles per mobile home.
2. Parking of vehicles on lawns or patio areas is strictly forbidden. Residents must prohibit guests from occupying neighbor's parking areas. **All vehicles must be parked in designated parking pads.**
3. Residents may keep only operative, inspected, licensed motor vehicles in the Park. Inoperative, unlicensed, uninspected or unsightly vehicles and vehicles of nonresidents that are brought into the Park for storage will be towed away at the Resident's expense.
4. Mini-bikes, ATVs (quads, etc.) and other unlicensed motorized vehicles are prohibited in the Park.
5. Only drivers who possess valid licenses are permitted to operate motor vehicles within the Park.
6. The speed limit and stop signs, which are posted throughout the Park, must be observed at all times.
7. Unless a location is provided in the Park for the storage of such items, no boats, campers, luggage trailers, snowmobiles or other similar recreational vehicles or equipment may be stored in the Park. If such equipment is brought into the Park for the purpose of loading or unloading, it will be allowed to remain in the Park for a maximum duration of twelve hours.
8. No repairing, painting or overhauling of vehicles is permitted on Park property. Minor emergency repairs such as the changing of a flat tire are permitted. Absolutely no changing of oil or vehicle parts will be permitted in the Park.
9. Excessively noisy automobiles or motorcycles will not be permitted in the Park.
10. All Residents' vehicles must be registered with the Park Manager.
11. All guests must comply with these vehicle rules and regulations and with all of the other Rules and Regulations of the Park.

VI. Sales of Mobile Homes which are intended to Remain in the Park. The following rules shall apply to sales of mobile homes which are intended to remain within the Mobile Home Park:

- A. The Park Owner reserves the right to disapprove of a mobile home remaining in the Mobile Home Park subsequent to the sale thereof if the mobile home is in violation of any of the standards which are contained in the Park Rules and Regulations, including but not limited to the following:
 1. The exterior condition and appearance of the home.
 2. The location of the home within the community, and how it impacts on the overall

- appearance of the community.
- 3. The type of construction of the home and any related buildings.
- 4. The home's compliance with current plumbing, heating and electrical standards and other applicable municipal ordinances.
- 5. The home remains on heating oil.

However, the seller or the prospective purchaser of the mobile home shall be permitted the opportunity to correct any violations of the standards contained in the Park Rules and Regulations within a reasonable period of time.

- B. If a Resident intends to sell his or her home and intends to have the home remain in the Park, the Resident shall give written notice to the Park Owner at the time that an advertisement for sale or a notice of sale is made public or at the beginning of negotiations for the sale of the mobile home with a prospective purchaser and shall provide the Park Owner with the right to match or beat any bona fide third-party offer to purchase the home if it is the intent of the Purchaser to remove the home from the Park (Landlord's Right of First Refusal on Homes Exiting the Park).
- C. The Resident shall also give notice in writing to the prospective purchaser that the Park has the right to approve or disapprove the prospective purchaser as a tenant of the Park (in accordance with Section I of these Rules) based upon the credit worthiness and ability to pay of the prospective Resident and other criteria which the Park Owner uniformly applies to all prospective Residents after an application has been filed with the Park Owner.
- D. The Resident shall also give notice in writing to prospective purchasers that such prospective purchaser will be required to repair, fix, or otherwise rehabilitate the home to meet community standards, including, but not limited to, converting any home on heating oil to propane, electric, or some other form of heating; heating oil is strictly prohibited and will only be allowed for those homes existing already on heating oil prior to the April 1, 2016.

VII. Changes in Rules and Regulations. The Park Owner shall have the right to amend or modify the Park Rules and Regulations at any time by giving thirty (30) days advance written notice to Residents. The Park Owner shall provide notice to the Residents by:

- A. Delivering a copy of the amended or modified Rules and Regulations to the Residents at the leased premises or by mailing a copy of the amended or modified Rules and Regulations to the Residents at the leased premises.
- AND
- B. Posting the altered, amended or modified Rules and Regulations in the Mobile Home Park Office. The Park Owner shall have the right to suspend or terminate any of facilities, programs, or other amenities within the Mobile Home Park. The Mobile Home Park's facilities, programs and other amenities are not part of the consideration for lot rentals by Residents.

VIII. Acknowledgements by Resident

I (We) hereby acknowledge that I (We) have received a complete and legible copy of the Rules and Regulations of the Park which includes a schedule of the Park's rental fees and miscellaneous charges. I (We) further acknowledge that I (We) received such information prior to the payment of any security deposit or rental payments.

_____ Resident

_____ Spouse or Joint Resident

_____ Date

_____ Lot / Street Address