

LEASE SUMMARY

TENANTS

Margie Shaw

ADDRESS



Summary

Program (Yes/No) _____

Lot Lease Yes / No _____

Lease Start: _____

Lease Term: 12 months - Auto renewal

Financial Information

Down Payment: _____

Lot Rent: \$300.00

House Rent: _____

Monthly Rent: \$300.00

Gross Monthly Income (3X) _____

Checklist

<input type="checkbox"/>	Application
<input type="checkbox"/>	Cover Page
<input type="checkbox"/>	Lot Lease
<input type="checkbox"/>	House Lease
<input type="checkbox"/>	Title
<input type="checkbox"/>	Scan copies onto shared drive

Tenant Information

Phone: _____

Email: _____

SSN: _____

Adults: _____

Children: _____

Pets: _____



I HAVE RECEIVED AND READ THE RULES AND REGULATIONS OF THE PARK

Resident Signature *MK*

nls _____ I understand Belcher MHP policy regarding rental payments, late payments and eviction status.

 nls _____ I understand my responsibilities and who I am to contact in case of an emergency.

 nls _____ I understand my maintenance responsibilities for the Home, listed herein. I am accepting the property as-is.

 nls _____ I understand any change in occupants or pets must be reported to and approved by management immediately. I understand there is a pet deposit of \$100/per pet.

 nls _____ (If Resident has pets) I understand that I am required to clean up after my pet, keep the area clean and sanitary, and follow the park rules regarding pets. Failure to do so may result in additional fees.

 nls _____ I agree to comply with Park Rules, as outlined in the lease and understand that two (2) or more violations within a 6-month timeframe is just cause for immediate termination of the agreement.

 nls _____ I understand that annual personal property tax on the Home is my responsibility.

 nls _____ Renters/Homeowner's Insurance has been strongly recommended. If I do not have Renters Insurance, I understand the associated risks. I understand that neither the Landlord nor the Property Manager is responsible for my personal belongings in the case, but not limited to, theft, fire, flood, etc.

Redacted

THIS LOT LEASE AGREEMENT, made and entered into this _____ day of _____, 2021, by and between HB Belcher MHP WV, LLC, hereinafter referred to as "Landlord", whose address is 2418 Granite Ridge Road, Suite D, Rockville VA 23146 and Margie Shan, hereinafter referred to as "Resident", whose address is [REDACTED], hereinafter referred to as "Premises" or "Home."

WITNESSETH:

That for and in consideration of the rents, covenants and agreements hereto respectively made and assumed by Landlord and Resident, Landlord hereby leases to Resident and Resident hereby leases "Premises" from Landlord, located in the mobile home park (also referred to as "Park") owned by Landlord, lying and being situated in Princeton, WV for a term of one year commencing on the _____ day of _____, 2021, and thereafter automatically renewing from year to year, until terminated by either party as of the end of any calendar month by giving the other party written notice of such termination as required by this Lease, for a monthly rental of \$300.00, payable on the first day of the term and on the first day of each calendar month thereafter, as renewed from time to time. Landlord may terminate this Lease by giving Resident sixty (60) days' written notice of such termination. Except as otherwise provided in paragraphs 1 (c) and 1 (d), Resident may terminate this Lease by giving Landlord sixty (60) days' prior written notice of such termination. This Lease is subject to and is to be construed strictly in accordance with the West Virginia Law.

UPON THE TERMS AND SUBJECT TO THE CONDITIONS WHICH ARE HEREINAFTER SET FORTH:

Payment Policies

Make Checks Payable to Belcher MHP LLC

All payments are to be mailed or delivered to:

Attn: Micah Testerman
292 Auto Lane
Princeton, WV 24740

1 Payment of Rent.

(a) Each installment of rent shall be due and payable (by Credit card, ACH payment via online portal, check or money order) at the foregoing times, without any demand, deduction or set-off whatsoever, to Landlord or such agent for Landlord as may be hereafter designated to Resident. The first month's rent shall be paid in cashier's check or money order upon the signing of this Lease. The last month's rent shall be paid in cashier's check or by money order and must be received before the mobile home owned or placed on lot by Resident (also hereinafter referred to as "Home") can be removed. **TIME IS OF THE ESSENCE IN THIS AGREEMENT WITH RESPECT TO THE PAYMENT OF RENT.** There are no prorated rents; a full month's rent is due for any portion of a month that the Home occupies the lot. Rent paid for the last month in which the Home occupies the lot shall only apply to the time in that month that the lot is actually occupied and shall not entitle Resident to use the lot in the month the Home has been removed from the lot.

(b) If any rent installment is not paid when due, or if it is not received by the fifth (5th) day of the month for which it is due, Landlord shall be entitled to charge a late fee of fifty dollars (\$50.00) and to exercise any other rights which it holds hereunder or by law on account of such default. Rent checks returned to Landlord from the bank for any reason will incur a service charge of thirty five dollars (\$35.00). Lot rent does not include water services and sewage services.

(c) Landlord shall be entitled at any time to increase the monthly rental to an amount determined by Landlord, provided that Landlord gives to Resident written notice thereof by at least sixty (60) days prior to the date on which such increase becomes effective, and further provided that if Landlord gives such notice to Resident, Resident shall be entitled to terminate this Lease by giving written notice of such termination to Landlord within said period of sixty (60) days.

(d) Landlord shall be entitled at any time to modify any other term or condition of this Lease or the included Rules and Regulations provided that Landlord gives to Resident written notice thereof at least sixty (60) days prior to the date on which such modification becomes effective, and provided further that if Landlord gives such notice, Resident shall consent in writing to such changed Rule or Regulation within sixty (60) days of receipt. Failure to consent in writing within such time shall cause termination of the lease by Resident, effective on the day such revised Rule or Regulation becomes effective.

(e) All Residents are subject to the county fire fee which is billed annually from the county. A thirty (30) day notice will be provided to all Residents for when the fee is due. The fee will be applied to the Resident Ledger and due with rent payment.

Redacted

Year of Manufacture: [Redacted]
 Lender: [Redacted]
 Length: [Redacted] feet
 Width: [Redacted] feet
 Dealer: [Redacted] Address: [Redacted]
 Title held by: [Redacted] Address: [Redacted]
 Security interest held by: [Redacted] Address: [Redacted]

3a. Approved Occupants. Resident shall use the premises and the Home for and only for a private residence for Resident and any other person(s) named herein, and for no other person or purposes whatsoever. The Approved Occupants' List, attached hereto, can be modified to include children, born or adopted, marriage changes and other family changes. **NO ROOMERS OR BOARDERS ARE PERMITTED.** This provision shall not be construed to prevent free access of non-occupants to Resident's Home or lot. Any person residing on the Premises, or visiting Resident on a frequent and regular basis, for a period exceeding thirty (30) days without explanation acceptable to Landlord shall be deemed a subResident whose presence beyond thirty (30) days shall breach Resident's lease as provided in paragraph 9 of this Lease.

ADDITIONAL OCCUPANTS:

LANDLORD MAY EVICT FROM THE PARK ANY RESIDENT WHO BECOMES A NUISANCE TO LANDLORD OR ANY OTHER OCCUPANT OF THE PARK, OR WHO COMMITS OR PARTICIPATES IN ANY ACT OF VANDALISM ANYWHERE IN THE PARK. In addition to Resident, those who occupy the Premises, his/her guests and those on the property with his consent are subject to the same restrictions.

3b. Approved Pets. Residents must get pre-approval for their pets and pay a \$100 nonrefundable pet deposit due at move in. Homes cannot have more than one pet due to space limitations and weight of the pet must not exceed 45 lbs. No exceptions. If a Resident does not comply with rules and regulations involving pets, they are subject to eviction or fines up to \$250. If an additional pet is found on the property, the Landlord may take any or all of the following actions:

1. Declare the Resident to be in violation of the lease agreement and begin eviction proceedings accordingly
2. Charge the Resident an additional rent of \$10 per day until the pet is removed
3. Remove and turn over the pet to the proper authorities after providing written notice of intention to do so. Resident will also be charged for any damages caused by the unauthorized pet and for any removal costs.
4. Pet damage of any kind is NOT considered normal wear and tear and resident will be responsible for repairs

NO LIMIT LIABILITY: The additional monthly rent and/or pet deposit under this agreement is not a limit on the Resident's liability for property damages, cleaning, deodorizing, defecating, replacements and/or personal injuries as set forth in this agreement.

Landlord hereby authorizes Resident to keep the following pet on the Premises in accordance with this Lease and Resident agrees to abide by this Lease and all Rules and regulations set forth herein. Landlord has the right to ask for shot records and proper license/registration info on an annual basis. No other pets are allowed on the Premises without the prior consent of the Landlord. Any pet may be rejected by Management for any reason Management deems appropriate.

Name of pet: _____
 Pet Type: _____
 Breed: _____
 Color: _____
 Weight: _____
 Age: _____
 City license number: _____
 City of license: _____
 Date of last rabies shot: _____

Resident Initials ds

provide reasonable support that the animal does work, performs tasks, provides assistance, and/or provides emotional support with respect to the individual's disability. The only assistance animal(s) which have been approved by Landlord are: _____ (describe number and kind of assistance animal, or if none, state "NONE"). Resident understands that animal shall not use any driveway, hardscape, deck, patio, or other person's property as a bathroom. If Resident's animal(s) excretes on any non-permitted area or location and Resident fails to immediately clean up as necessary, a penalty of \$50.00 shall be immediately due and payable by Resident. All animal waste must be picked up from Premises weekly to avoid damage to lawn, spreading of diseases, and/or unsanitary home. Failure to do so will result in a penalty of \$50.00 immediately due and payable by Resident. NOTE: A Landlord may not require a Resident with a disability accompanied by a service animal to pay a security deposit for said animal. Landlord has the right to refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal.

4. Condition of Premises. Landlord covenants that the Premises is delivered in a clean, safe and sanitary condition, in habitable condition, and in compliance with all applicable laws. Resident acknowledges that he/she has been given an opportunity to examine the Premises, that he/she has examined the Premises and found them to be in a satisfactory condition, unless otherwise specified herein.

Resident shall:

- a) Resident, Occupants and guests of Resident or Occupant shall at all times maintain order in the Premises and at all places on the Premises;
- b) Deposit all trash, garbage, rubbish or refuse in the locations provided;
- c) Cut grass and maintain the yard. This includes, but is not limited to, weeding, leaf and snow removal, lawn mowing, bush trimming, etc.

Resident shall not:

- a) Obstruct the driveways or any existing sidewalks;
- b) Obstruct windows with unapproved coverings, i.e. foil, blankets, flags, tape, etc. Only blinds and window curtains are approved
- c) Make or permit any Approved Occupants or guests of Resident to make any loud or improper nuisance, noises or otherwise disturb other residents;
- d) Allow any such trash, garbage, rubbish or refuse to sit on the exterior of the Premises or on top of or outside of any building.

5. Use of Premises. Resident shall keep the Premises neat, clean and in good order and repair and surrender possession thereof at the end of the term in as good a condition as when received by Resident. Resident will not alter or add to the Premises, or keep, do, or permit to be kept, or done on the Premises or elsewhere in the Park, anything which violates applicable law or any of Landlord's policies of insurance against loss by fire or other casualty. RESIDENT HEREBY ACKNOWLEDGES THAT RESIDENT HAS READ THE RULES AND REGULATIONS ATTACHED HERETO AND AGREES THAT HE WILL ADHERE (AND CAUSE ANY OTHER APPROVED OCCUPANT OR ANY OF THEIR RESPECTIVE VISITORS, GUESTS OR INVITEES WITHIN THE PARK TO ADHERE) IN ALL RESPECTS TO THE RULES AND REGULATIONS, AS FROM TIME TO TIME MODIFIED BY LANDLORD AND ANY FAILURE TO DO SO SHALL CONSTITUTE A BREACH OF THIS LEASE. Resident will indemnify Landlord and hold Landlord harmless against any and all losses or liability arising from any violation by Resident, other Approved Occupant or their respective visitors, guests or invitees of applicable law, the Rules and Regulation, or any provision of this Lease.

6. Alterations and Additions. Resident shall not, without obtaining Landlord's prior written consent, make any alteration or addition to the Home or the lot or install any equipment therein which, in Landlord's sole opinion, will necessitate any modification of the utility facilities contained therein, or will overburden such facilities. Any such alteration or addition permitted by Landlord shall be commercially manufactured and installed in accordance with plans and specifications approved by Landlord, and (except where removable without damage to the lot) shall be and become Landlord's property and shall remain upon and be surrendered with the lot at the termination of this Lease. Window air conditioners shall not be supported by legs or other devices running from the ground but shall be braced against a side wall. Landlord is not liable for injuries or damages to property that may occur during alterations or additions performed by or at the request of Resident.

7. Landscaping. Installation or planting of any trees, concrete, masonry, or ground cover must be approved by Landlord. Residents are encouraged to landscape and beautify the Premises and shall keep the Premises in a clean, attractive and well-kept fashion. Each Resident is responsible for his or her own lawn maintenance, to include but not limited to mowing, trimming, edging, weeding, etc. In the event the Resident neglects to maintain the site, Landlord will notify Resident one time to take corrective action. If Resident fails to bring site into compliance within 14 days, Landlord has the right to enter the Premises without further notice and perform any and all necessary maintenance, at Resident's expense. The charges incurred as a result thereof will be the sole responsibility of the Resident and shall be collectible as rent. The charges for such work shall be as follows:

- a.) Trimming Lot: \$25 per occasion
- b.) Edging Lot: \$25 per occasion
- c.) Mowing and Trimming Lot: \$50 per occasion

Resident agrees to pay Landlord for all other repair and maintenance work resulting from Resident's failure to maintain Premises in good repair. Failure to maintain the Premises as outlined in this Agreement is just cause for termination of this Lease.

8. Assignment, Subletting, Sale and Removal. LANDLORD IS LEASING THE PREMISES TO AND ONLY TO RESIDENTS AND OCCUPANTS NAMED ON THE APPROVED OCCUPANTS' LIST ATTACHED HERETO. Therefore, Resident shall not assign this Lease or sublet any or all of the premises to any person during the Term, or remove the Home from the premises other than at the end of the Term and in accordance with the provisions of this Lease. Any such action taken by Resident shall be a breach of this Lease. No waiver given by Landlord to any requirement or prohibition of this section shall constitute Landlord's consent to any subsequent such action taken by Resident or any other person. If Resident sells the Home to any person during the Term, or while the Home is located within the Park, such purchaser shall have no right to retain the Home in the Park without Landlord's approval and the execution and delivery by such person of a new lot lease. Any home to be sold in the Park shall be in full compliance with the Park lease prior to any approval of the lease with the new Resident. If purchaser intends to remove the Home, Resident remains responsible to inform Landlord of the date of the removal and the mover. No such sale shall terminate any of Resident's obligations to pay rent or otherwise hereunder. All Residents shall notify Landlord in writing of their moving date prior to the first day of the month preceding the calendar month in which Resident desires to move.

9. Damages to Premises. If the Home is severely damaged or destroyed by fire or other catastrophe during the Term, Resident shall remove it from the Park at Resident's expense within fifteen (15) days after the catastrophe. Resident shall carry throughout the Term insurance which covers the cost of such removal and shall provide proof of such coverage to Landlord upon demand. Resident shall also provide Landlord upon the execution of this Lease with a valid certificate evidencing the existence of a current policy of Homeowners Insurance on the Home and its contents, in amounts deemed adequate by Landlord. Resident shall, at the same time, provide Landlord with a valid copy of the title certificate for Resident's home.

Resident Initials _____

...THE POWER OF THE CASH CREDIT FACILITY, AND THE POWER TO APPROVE THE WORK. RESIDENT SHALL

contract the power company to have power turned on in his name. The power company may need to know the previous Resident's name which can be provided by Landlord upon request. Resident shall be responsible for any cost associated with connecting or disconnecting the Home to any of the aforesaid facilities. Connection and disconnection of utilities shall be done only by personnel approved by Landlord. Landlord shall not be liable to Resident for any interruption or failure of any such service as the result of accident, breakage, strike, repair, improvements, and inability to obtain proper fuel or any other cause. Upon the installation of a telephone number in the Home, Resident shall promptly notify Landlord of Resident's telephone number and of any subsequent change therein (these telephone numbers are not made available to the public). No Home may be placed in the Park without a building permit and approved inspections by the appropriate county governmental authorities or other permitting authority for water, sewer, and electrical connections. Resident will be billed separately each month for utilities, to include water, sewer and trash. Water usage is based on water meter readings done each month by on-site management. Payment for these bills are due on the 25th of every month. This utility bill must be paid before the subsequent utility payment cycle. Payments that roll into the next month are subject to a \$10 late fee. Should concurrent utility bills go unpaid, Landlord reserves the right to shut off water supply or deny trash services, subject to applicable law. Resident is subject to lease termination and eviction should two or more utility bills go unpaid. Trash will not be picked up if the receptacles are not placed in the proper condition. If Resident does not comply with keeping Premises in clean and sanitary conditions, Landlord shall have the right to remedies set forth herein, or otherwise provided by law, including the right to terminate the Lease Agreement.

11. **Vehicles.** No truck or other vehicles of any kind of over three-quarter ton capacity, or lacking current registration and inspection stickers, may be parked or kept on the premises or elsewhere in the Park at any time without Landlord's express written consent. Automobiles and motorcycles having current registration tags may be parked only on a street or parking pad on the premises. No vehicle may be parked on any patio, grass area or sidewalk within a lot or anywhere else with the Park, or in such fashion as to block a dumpster. Trucks, recreational vehicles, boats, trailers or other vehicles may be parked only in areas designated therefor by Landlord. No washing, repairing, oil changing or overhauling shall be performed on any motor vehicle anywhere in the Park without Landlord's consent. Landlord shall be entitled to remove from the Park, at Resident's expense, any vehicle parked or maintained by Resident or any other Approved Occupants or any other person in violation of the foregoing provisions. For the safety of the occupants and guests, Landlord has designated and posted certain speed limits. Residents agree to abide by such speed limits and to cooperate in the enforcement of such speed limits. Landlord has the right to ask for valid vehicle registration and additional information needed to validate cars on the property.

12. **Breach of Lease.**

(a) **Right of Entry.** Landlord and its agent shall be entitled at all reasonable hours to enter upon the Premises to inspect or repair the Premises, or to ascertain whether Resident is using the Premises in accordance with the provisions of this Lease. If the Premises or Park are damaged by the misuse or neglect of Resident, any other Approved Occupant or any of their respective visitors, Landlord shall be entitled to repair such damage and to charge Resident for the cost of such repair, or of the replacement of any of the Premises or the rest of the Park which is destroyed or irreparably injured by such misuse or neglect.

(b) **Remedy.** If Resident fails to pay the rent or any charge when it becomes due hereunder, or violates any of the provisions of this Lease or the Rules and Regulations (as from time to time in effect) thereby materially affecting the health, safety and welfare of Resident or other residents in the Park, or if Resident violates two or more provisions of this Lease or the Rules and Regulation (as from time to time in effect) within a six-month period, such failure and/or violation shall constitute a breach of this Lease, and shall entitle Landlord to exercise any and all rights which it holds hereunder or under applicable law on account thereof (including the right to distrain, to terminate this Lease, to re-enter and take possession of the Premises and eject Resident therefrom as provided by law, and/or to bring suit against Resident to enforce Resident's compliance with this Lease or collect any sum due Landlord hereunder or under applicable law), after giving such prior notice thereof to Resident as is required by applicable law. If Landlord brings suit against Resident for any such reason, and the court determines that such breach has occurred, Resident shall pay to Landlord (in addition to any judgment awarded to Landlord) all expenses incurred by Landlord arising from such breach including a reasonable attorney's fee. In addition, Landlord may forthwith eject Resident and take possession of the Premises as provided by law.

14.) **Violation of Park Rules.** If a resident commits a material violation of the rules of the manufactured home park, of the department of commerce division of industrial compliance, or of applicable state and local health and safety codes, the park operator may deliver a written notification of the violation to the resident. The notification shall contain all of the following:

(a) A description of the violation;

(b) A statement that the rental agreement will terminate upon a date specified in the written notice not less than thirty days after receipt of the notice unless the resident remedies the violation;

(c) A statement that the violation was material and that if a second material violation of any park or division rule, or any health and safety code, occurs within six months after the date of this notice, the rental agreement will terminate immediately;

(d) A statement that a defense available to termination of the rental agreement for two material violations of park or division rules, or of health and safety codes, is that the park rule is unreasonable, or that the park or division rule, or health or safety code, is not being enforced against other manufactured home park residents, or that the two violations were not willful and not committed in bad faith.

If the resident remedies the condition described in the notice, whether by repair, the payment of damages, or otherwise, the Lease shall not terminate. The park operator may terminate the rental agreement immediately if the resident commits a second material violation of the park or division rules, or of applicable state and local health and safety codes, subject to the defense that the park rule is unreasonable, that the park or division rule, or health or safety code, is not being enforced against other manufactured home park residents, or that the two violations were not willful and not committed in bad faith.

14. **No Illegal Activities.** Landlord prohibits illegal activities on the Premises or in the Park by any person, Resident or visitor. Any drug-related criminal activity on or near the Premises by the Resident, any household member, a guest or a person under the Resident's control is considered a material breach of this Lease and shall entitle Landlord to pursue Lease termination or other lawful remedy. Additionally, the following will be deemed a material breach of this lease:

- a.) Criminal activity that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents;
- b.) Resident is a fugitive felon or a parole violator under Federal or State Law.

Resident Initials

... shall always be subordinate to the operation and effect of any mortgage, deed of trust or other instrument now or hereafter covering any or all of the Park, and to any renewal, modification, consolidation, replacement or extension thereof, unless the holder thereof elects to have Resident's interest hereunder be superior to such holder's interest. Such subordination shall be automatic, without the necessity of any further instrument of subordination; however, Resident shall promptly execute and deliver any instrument confirming such subordination with Landlord may request.

17. **Notices.** Any maintenance or default notice to be given by Resident to Landlord shall be delivered by hand to the Park Resident Manager at 292 Auto Lane, Princeton WV 24740 or mailed to EFC Management, I.J.C. (the "Property Manager"), Attn EFC Management, 2418 Granite Ridge Road, Suite D, Rockville VA 23146 and must be received by the Park Resident Manager or Property Manager within the notification time specified in this Lease. Any legal notice to be given to Landlord shall be mailed to: 2418 Granite Ridge Road, Suite D, Rockville VA 23146 and must be received by Landlord within the notification time specified in this Lease. Any notice to be given by Landlord to Resident shall be delivered by hand, U.S. mail (regular, registered, or certified), or common carrier (e.g., Federal Express, UPS, DHL), to the Premises or to Resident's last known address, or posted at the Premises with the Park.
18. **Surrender of Premises.** Upon the expiration of the Lease and any extension thereof, Resident shall surrender the Premises in same or better condition at the commencement of this Lease.
19. **Right of First Refusal.** During the term of this Lease or any extension of the term, including on a month-to-month basis, in the event that Resident receives a written, firm, bona fide offer from a third-party to purchase Resident's manufactured home, Landlord will have the option, in Landlord's sole discretion, to purchase the manufactured home for the same price as the bona fide offer. In the event Resident obtains a written, firm, bona fide offer from a bona fide third-party purchaser for Resident's manufactured home, Resident shall submit a complete copy of that written offer to Landlord ("Offer Notice"). Upon receipt of the Offer Notice, Landlord will have 15 days in which to accept and pay to purchase the manufactured home upon the same terms as the bona fide offer. If Landlord does not accept the Offer Notice within that 15-day period described in the foregoing sentence, the option described in this Paragraph shall terminate. If Resident receives a subsequent offer or offers, each new offer requires compliance with this section.
20. **Hold Over by Resident.** If Resident fails to vacate the Premises after proper notice, Landlord may hold the Resident accountable for rent for the period of the hold over and for consequential damages due to an incoming Resident's inability to occupy the Premises. Resident is responsible for the entire month's rent in the case of a hold over, even if the Resident vacates prior to the end of the month.
21. **Abandoned Property.** Any personal property, which is left on the Premises after termination of the tenancy, shall be considered abandoned and it becomes Landlord's possession. Landlord shall not be liable to Resident or any other person for the loss of property so abandoned.
22. **Abandonment of Home on Premises.** If at any time during the term of this Lease, Resident abandons the Premises, Landlord will follow strict adherence to West Virginia Code §37-15-4 in taking possession of home.
23. **Modification.** Both parties hereby agree that this Lease contains the entire agreement and shall not be modified, changed, altered or amended except through the use of a written amendment signed by all Parties.
24. **General.**
- (a) If more than one (1) person executes this Lease as Resident, all such persons shall be jointly and severally liable for the performance of Resident's obligations hereunder.
 - (b) This Lease shall be binding upon the parties hereto and to their heirs, personal representatives, successors and, where permitted, assigns hereunder.
 - (c) If any provision of this Lease or its application to any person or in any set of circumstances is to any extent invalid or unenforceable or contrary to applicable law or public policy, the remainder of this Lease or the application of such provision to other persons or circumstances shall not be affected thereby. Each such provision shall be valid and enforceable to the fullest extent of the law.
 - (d) All words shall be taken to be of such number or gender as the context and circumstances require.
 - (e) This Lease shall be governed by and interpreted in accordance with the laws of the West Virginia
 - (f) This Lease shall supersede and take precedence over all prior leases and related agreements between the parties.
 - (g) This Lease shall not be amended or modified except in writing by the parties hereto.
25. **Landlord's Personnel.** Landlord is the owner of the Premises and the rest of the Park and is hereby designated as the person who shall receive service of process at the following address: 1402 Belleville Street, Suite A Richmond, Virginia 23230. Landlord designates the Park Resident Manager and the Property Manager to receive notices and demands relating to the Premises, the rest of the Park or Landlord's interest therein, at their respective addresses set forth in Section 13 above.
26. **Disclosure by Landlord.** Landlord hereby represents to Resident that as of the date of execution of this Lease:
- (a) **No Pending Foreclosures.** Landlord HAS NOT received any notice of any mortgage default, notice of any mortgage acceleration, or notice of any foreclosure sale relative to the loan on the Premises
 - (b) **Sale of Property.** In the event of the sale of the Premises, Landlord shall notify Resident of such sale and disclose to Resident the name and address of the purchaser and a telephone number at which such purchaser can be located.
 - (c) **Noise and Accident Potential Zones for Localities with Military Air Installation.** The Premises ARE NOT located in a locality in which a military air installation is located.
27. **Taxes** Resident/Resident shall pay and be responsible for any and all personal property taxes levied or assessed and which become payable during the term hereof. This includes all personal property on the Lot, including the Home. Costs associated with annual personal property taxes will remain Resident responsibility, if applicable, for the duration their Home Rent and/or Lot Rent term. Unpaid taxes are subject to late fees and fines. Resident shall pay to Landlord its share of such taxes within ten (10) days after delivery to Resident by Landlord of a statement in writing setting forth the amount of such taxes applicable to Resident's property.

Resident Initials

...as provided by law, Landlord shall not be liable for damages to persons or property sustained by Resident, members of Resident's household, or by Resident's employees, servants, guests, invitees or other persons, due to the Home becoming out of repair or arising from the bursting, stoppage or leakage of gas, steam, water or sewer pipes, or from defective wiring, unless such damage is proximately caused by the negligence of Landlord. Landlord does not warrant that any utility will be free from temporary interruption due to causes beyond the reasonable control of Landlord. Landlord shall not be liable for any injury or damage which may arise from the disruption of any utility service unless liability arises from Landlord's failure to perform a duty or negligent performance of a duty imposed by law. Landlord shall not be responsible or liable to Resident for any loss or damage that may be occasioned by or through acts or omissions of persons occupying neighboring homes, unless such liability arises from Landlord's failure to perform a duty or negligent performance of a duty imposed by law. Landlord shall not be liable for any damage to property or loss of property that is caused by theft or casualty, except as provided by law.

Resident Initials

The following rules have been prepared by the park owners to provide information and to ensure that the park is run in compliance with the laws of the County. The rules apply to all residents and visitors of the mobile home park and supersede any previous versions. We expect all residents to follow them in order to maintain an enjoyable, safe and attractive place for everyone to live. The rules listed in this document are a part of the lease and lot agreement. All residents are responsible for understanding the rules. All household members will be held accountable without exception. These rules serve as legal notice for all violation notices. Additional notices are not necessary. Notice to one person signing the lease is considered notice to all occupants. Belcher MHP is Private Property. The Landowner has absolute right to enforce the rules for the safety and benefit of Residents residing on the property. The following rules have been prepared by the park owners to provide information and to ensure that the park is run in compliance with the laws of the County. The rules apply to all residents and visitors of the mobile home park and supersede any previous versions. We expect all residents to follow them in order to maintain an enjoyable, safe and attractive place for everyone to live. Management shall be notified by residents who observe violations of the rules or have any questions regarding the contents of the document.

All residents within the park will be provided a copy of this document to read, understand and sign. Thereafter, all persons residing in, or visiting the park, will be expected to abide by the rules set forth in this document. Failure by residents, or their guests, to do so is deemed a breach of contract and is grounds for eviction. The number of persons living in individual trailers is specified in park documents signed prior to residence in the Park.

New Residents: All new residents moving into the park will be provided a copy of this document to read, understand and sign. Thereafter, all persons residing in, or visiting the park, will be expected to abide by the rules set forth in this document. Failure by residents, or their guests, to do so is deemed a breach of contract and is grounds for eviction. The number of persons living in individual trailers is specified in park documents signed prior to residence in the Park.

Existing Residents: Current residents will be provided with this updated version of 'Rules' documents to read and sign. The contents specify, as stated in the former version of the document previously provided to residents when they moved into the park, how the owners of the park intend to operate the park to comply with the laws of the County health, safety and zoning rules. Prior to selling your Home, any existing resident must provide written notice to the Manager of the intended buyer and any new residents in the Park shall enter into a new Lease with Landlord for the Premises.

Parking: Each mobile home has space for two cars in the driveway. Visitors may park on the street near the curb but residents are expected to utilize the driveway and not regularly park their vehicles on the street and blocking mailboxes is strictly prohibited. Long term street parking for more than 15 days WILL result in vehicles being towed AT THE VEHICLE OWNER'S EXPENSE. Disabled, untagged vehicles and uninspected vehicles will be removed from the park as well AT THE VEHICLE OWNER'S EXPENSE. No large commercial vehicles are allowed in the park. Residents employed to drive a school bus may request permission to park the bus temporarily on their lot during the day by calling the park office. Residents are not allowed to park vehicles in yards. No motorized non-licensed/tagged vehicles are allowed on park property---this includes 4-wheelers, dirt bikes or other ATVs.

Resident's Activities: No resident or visitor in the park is allowed to operate a business from or in their mobile home.

Park Maintenance: The park management is responsible for maintaining roads and common areas in the park. This will include surface maintenance of the roads and mowing the common areas (the large fields in front). Snow removal around the homes is the individual's responsibility and the roads will be cleared by a company contracted by the park to plow the roads in the event of a large snow storm and will be done as soon as it is possible.

Moving of Mobile Homes: In the event that a mobile home is to be moved from the park by the home owner, the owner MUST coordinate the move with the park manager. This includes giving notification of the date that the home is to be moved, the name of the licensed contractor who is to move the home and the necessary insurance information of the contractor. It is up to the resident to follow all of the proper procedures to move their home from the property and ensure that no damage is done to Belcher MHP property. Our office should receive written notice of intent to move a home 30 days prior to removal of a home.

Resident's Responsibilities: Residents who observe ongoing undesirable or unsafe behavior in the park may want to contact the Police Department about such problems. Illegal activities should be reported to the police. No public intoxication or drug use will be tolerated and the police will be contacted to investigate suspicious activities. Confirmation of these activities will result in the participant being evicted from the park grounds. The park management is dedicated to operating a safe and enjoyable place to live.

Peaceful Enjoyment: Residents are urged to respect their neighbors' privacy and right to the peaceful enjoyment of their own homes. Continuation of unruly and undesirable behavior such as loud music, fast driving, family disturbances, cursing, loud talking, and continual dog barking will not be tolerated by the park management and after a thorough investigation, those residents held responsible will be asked to move out of the park forthwith. Repeated visits by the Police Department for complaints will be considered cause for eviction from Belcher MHP. The number of people living in homes must be kept within the numbers allowed by the fire and zoning codes. Barbecue grills must be supervised by the owners and not left attended while they are alight. Fireworks are not allowed in the park. All-Terrain Vehicles (ATVs) are not allowed in the park and any motorized vehicle that is untagged (such as dirt bikes) are not allowed in the Park. The requirement that animals must be kept within the confines of a resident's trailers are outlined in the pet section. Only residents who are authorized to live in the Park (via credit application) are allowed to reside on park property. The rules related to vehicles are covered under the Parking section. Residents are responsible for the appearance and upkeep of their homes and their lots. Yards are to be kept free of garbage and mown. Broken and untidy trailer skirting is to be replaced by residents to avoid creating an eye sore for neighboring homes and for safety issues. All decking is to be stained by residents every two (2) years. Exterior clutter should be kept to a minimum with lawn equipment, bikes and mowers out of sight and large items (such as trampolines and pools) are not allowed on park property to avoid injury. Children's toys, barbecue grills, auto and repair equipment must be kept within a safe location and not left to clutter lots. Such items should be stored inside a storage shed or under homes and out of sight. Only approved storage sheds are allowed on the lots. Exterior maintenance immediately around the trailers including mowing and snow removal is the resident's responsibility. Residents are responsible for the maintenance of the homes including fixing leaks, faucet drips, running toilets, replacing broken hear tape on pipes, clogged pipes, smoke detector maintenance, exterior painting, repair of broken windows and doors, etc. All homes should be monitored often for water leaks so that excessive water usage does not result in a bill for the extra use being sent to the resident of the home where there is a leak. If park management notices a leak or excessively high water usage-water will be shut off until the problem is corrected.

No Party Policy: Belcher MHP strives to provide a relaxing and comfortable environment for all of our residents. For this reason, we are enforcing the following strict No Party Policy. The intent of this policy is to reduce the disruption of the peace and quiet of residents within the park. The only exception to this policy is to have received written approval from the management prior to a planned event. Resident assumes complete responsibility for any and all disruptions and damages to their lot and surrounding area. Resident further understands that any noise or activity that disrupts the normal atmosphere of the community is not allowed. In this respect, the lessee understands that parties are not allowed. Resident understands that the maximum number of adult persons allowed in a two bedroom mobile home is three, and in a three bedroom mobile home is five. If the limits are exceeded or complaints are received regarding noise, all occupants of the home may be asked to reside elsewhere with all tents and deposits forfeited. THIS POLICY MAY BE ENFORCED WITH NO WARNING GIVEN. The lessee and other parties are required to show identification (normally a drivers

Resident Initials nk 5

Management of the park, at its sole discretion, may deem egregious actions by residents, not listed in this document, but against the well-being of the park, to be sufficient reason for eviction from the park. Residents who do not meet their monthly obligations within the allowed time period will be asked to leave the park. No disruptive residents who do not follow the park rules, or the intent of the rules, will be allowed to live in Belcher MHP. All residents should follow the rules set out in this document to ensure their continued residence in the park. This document is to specify park guidelines for safety and residents who do not follow the rules will be asked to leave the park immediately. We encourage park residents to call management if they encounter persons violating these rules or if illegal activity is seen to call the police. Again, we hope that this document will assist with everyone's continued enjoyment of the park. Attached below is form for all recipients to sign and date as acknowledgement of the park rules. This document MUST be signed and returned to park management within 15 days of receipt or residents will be assumed to be unwilling to comply with the park rules and will not be allowed to reside in the park.

Non-Compliance with Lease Agreement and/or Rules and Regulations. Non-Compliance with the rules and regulations and/or the lease agreement may result in a fine, violation notice or eviction. All acts of non-compliance are kept in the homeowners' folder. A cumulative history of violations may be a consideration when renewing a lease.

A **Thirty Day Non-Compliance Notice** will be issued to provide the homeowner with the opportunity to correct a problem. If the homeowner is still in non-compliance after the thirty day period, Belcher MHP will seek eviction or will not renew the lease at the end of the term. Severe or persistent non-compliance will result in immediate eviction.

Eviction and Rights of Management. A homeowner who has not received a lease renewal or has been evicted is not permitted on the premises. Presence on the premises, even as guest of a Resident, will result in a charge of trespassing. The management reserves the rights to add, edit, change and enforce all rules and regulations including any of the above. Management has a legal right to evict a home owner for any and all illegal activity taking place on Belcher MHP property. Any person who causes a disruption will be ejected immediately. Management is the sole judge of the existence or cause of such action. The cumulative history of violations may be considered by management when determining whether or not to renew a lease. If maintenance is not performed by the Resident in a timely fashion, management has the right to enter the premises and perform any and all necessary maintenance, as permitted by law. The charges incurred as a result of said maintenance shall be deemed to be rent and collectible as rent. Work done by Park employees due to the negligence of the homeowner will be charged to the homeowner plus a service charge over and above the fee for the work done.

Pets: No large pets weighing more than 45lbs are allowed to be brought into the park. One pet per property. No exceptions. Pet owners with larger animals already living in the park MUST request management approval to keep them on park property. There is a list attached to this document of all breeds of dogs disallowed by the park. Certain breeds or any dogs mixed with these specific breeds are not allowed in the park. All animals must be kept inside except when owners are taking them on a leashed and supervised walk outside. **ABSOLUTELY NO ANIMALS ARE ALLOWED TO BE LEFT OUTSIDE UNATTENDED** (tied to a tree or the deck by chain or leash). All animal waste must be removed from the park ground by the animal owner immediately and not left to pollute the ground and seep into the ground water. Owners keeping unsupervised pets in the Park will be reported to the proper authorities and face eviction from the park.

Banned/Disallowed "Vicious" Dogs

-
- Rotweiler
- Wolf Hybrids
- Pit Bull Terrier (Staffordshire Terrier)
- Akita
- Chow
- Doberman Pinscher
- Presa Canario
- Sharpei
- Mastiffs
- Cane Corso
- Great Dane
- Alaskan Malamutes
- Siberian Huskies
- German Shepherds
- Bulldogs of any kind

No dogs over forty-five (45) pounds full grown are allowed in the Park.

Receipt of Lease Agreement and Park Rules and Procedures Documents

I/We MK Shaw acknowledge receiving the

Belcher MHP rules, policies, and procedure documents on _____ . By signing I/we agree to comply with all of the terms of the document. The signed and dated receipt must be returned to the Park Manager or sent within 15 days to:

IN WITNESS WHEREOF, the Resident has executed this lease this 13 day of April, 2021

RESIDENT(S):

Resident Initials MS

1st SE TAB
Shadow Wood #111p, Gardens #101es, Main County #101es, Mill #101es, New #111p, Delaney #111p

This letter concerns every park that is named above if you have recently received my welcome letter then you may already know these things rent payments are to be paid on the 1st day of each month any rent that is paid after the 5th of the month you will obtain a \$50.00 late fee. Rent checks and or money orders are to be filled out with the address, lot number (if you know it), name and the park that you reside in. If you do not provide me with these things your check or money order will possibly not get processed or applied to the correct account in the system. Evictions will be sent out on the 7th of each month if you are 2 months and more behind on payment. Everyone in each park should have trash cans with lids and trash should be sat out the night before trash runs, I say this to keep the animals out of the trash so that the park can continue to be clean. Grass needs to be maintained if you cannot maintain it, please contact the office and we can send maintenance to cut the grass for a \$35.00 fee and it will be posted to your account. We offer online payment for rent payments as well if you do not have an account, we can provide you with this information to get signed up to be able to pay online. The office hours have now changed to 10:00am-5:30pm if you come to the office while I am not here you can reach me on the work number, the Facebook page, or the email which will be provided below. If you have any questions or concerns, please reach out to me! Thank you


Email: kenia@homesos.twa.rentmanager.com

Cell Number: (304)-557-3020

Office Number: (304)-487-1947

Web site: homesos.twa.rentmanager.com

Office hours: 10:00am-5:30pm

X 
Xenia Cunningham
Property Manager

RENT INCREASE NOTICE

October 1, 2022

Dear Resident,

As you know, Country Roads MHP, LLC is the new owner of the Country Roads Mobile Home Community. In the coming months, we have plans to improve the community in a variety of ways, including renovating vacant homes, and improving common areas. We have a lot in store for the community, and we are excited to show you what we have planned.

As part of our plan and process of upgrading the community, we will be getting all residents on new, written leases. We will be issuing new leases over the coming months.

Also, effective December 1, 2022, your monthly lot rent will be \$450. Payments may continue to be made through the online portal, or by delivering check or money order to your community manager.

If you are on a lease to own or lease option purchase contract, you will be subject to the new lot rent, but your home payment will not change.

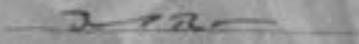
If you have any questions or need any additional information, please feel free to contact your community manager at:

304-894-3183

We thank you for your help in making Country Roads an exceptional community!

Sincerely,

Country Roads MHP, LLC



RENT INCREASE NOTICE

October 1, 2022

Dear Resident,

As you know, Shadow Wood MHP, LLC is the new owner of the Shadow Wood Mobile Home Community. In the coming months, we have plans to improve the community in a variety of ways, including renovating vacant homes, and improving common areas. We have a lot in store for the community, and we are excited to show you what we have planned.

As part of our plan and process of upgrading the community, we will be getting all residents on new, written leases. We will be issuing new leases over the coming months.

Also, effective December 1, 2022, your monthly lot rent will be \$495. Payments may continue to be made through the online portal, or by delivering check or money order to your community manager.

If you are on a lease to own or lease option purchase contract, you will be subject to the new lot rent, but your home payment will not change.

If you have any questions or need any additional information, please feel free to contact your community manager at:

304-894-3183

We thank you for your help in making Shadow Wood an exceptional community!

Sincerely,

Shadow Wood MHP, LLC



RENT INCREASE NOTICE

October 1, 2022

Dear Resident,

As you know, Delaney MHP, LLC is the new owner of the Delaney Mobile Home Community. In the coming months, we have plans to improve the community in a variety of ways, including renovating vacant homes, and improving common areas. We have a lot in store for the community, and we are excited to show you what we have planned.

As part of our plan and process of upgrading the community, we will be getting all residents on new, written leases. We will be issuing new leases over the coming months.

Also, effective **December 1, 2022**, your monthly lot rent will be **\$525**. Payments may continue to be made through the online portal, or by delivering check or money order to your community manager.

If you are on a lease to own or lease option purchase contract, you will be subject to the new lot rent, but your home payment will not change.

If you have any questions or need any additional information, please feel free to contact your community manager at:

304-894-3183

We thank you for your help in making Delaney an exceptional community!

Sincerely,

Delaney MHP, LLC



RENT INCREASE NOTICE

October 1, 2022

Dear Resident,

As you know, Elk View MHP, LLC is the new owner of the Elk View Mobile Home Community. In the coming months, we have plans to improve the community in a variety of ways, including renovating vacant homes, and improving common areas. We have a lot in store for the community, and we are excited to show you what we have planned.

As part of our plan and process of upgrading the community, we will be getting all residents on new, written leases. We will be issuing new leases over the coming months.

Also, effective **December 1, 2022**, your monthly lot rent will be **\$525**. Payments may continue to be made through the online portal, or by delivering check or money order to your community manager.

If you are on a lease to own or lease option purchase contract, you will be subject to the new lot rent, but your home payments will not change.

If you have any questions or need any additional information, please feel free to contact your community manager at:

304-894-3183

We thank you for your help in making Elk View an exceptional community!

Sincerely,

Elk View MHP, LLC

Dear Resident,

As you know, Gardner MSP, LLC is the new owner of the Gardner Mobile Home Community. In the coming months, we have plans to improve the community in a variety of ways, including renovating vacant homes, and improving common areas. We have a lot in store for the community, and we are excited to show you what we have planned.

As part of our plan and process of upgrading the community, we will be giving all residents a new, written lease. We will be issuing new leases over the coming months.

Also, effective December 1, 2011, your monthly lot rent will be \$495. Payments may continue to be made through the online portal, or by delivering check or money order to your community manager.

If you are on a lease to own or lease option purchase contract, you will be subject to the new lot rent, but your lease payments will not change.

If you have any questions or need any additional information, please feel free to contact your community manager at:

304-894-3183

We thank you for your help in making Gardner an exceptional community!

Sincerely,

Gardner MSP, LLC



Elkview

Residents,

We are pleased to announce that it is time to sign your lease renewal for 2023! Please contact the office, before February 17th, @ 304-487-1947 to schedule an appointment to come by the office and pick-up your new lease. The Management team will be on-hand to walk you through the lease and answer all of your questions.

Thank You,

Management

423-381-6114

Dear Resident,

NOTICE

January 27th, 2023

As part of our plan and process of upgrading the community, and consistent with past leases and practices, moving forward we will be passing through utility charges to residents. Residents will pay an equally split, pro-rata share of the total community bill. The following utilities will be passed through starting on the next billing cycle: Water, Sewer, Trash.

Every month a billing statement will be mailed to you that contains the following:

- Current Balance
- Monthly Charges such as Rent and other recurring charges
- Utility Charges
- Admin Fee of \$5.50 per month

In the event that the utility provider has billed the site for service which you are responsible for, these expenses may be billed back to you on your Zego resident statement with an additional administrative fee.

The balances printed on the statement will be based on all charges and payments made as of the 15th of each month. Payments made on or after the 15th of the month will not be reflected on your statements. You may continue to submit your payments through the online portal, or, you may submit payment to the Community Manager.

If you have any questions please stop by the office or reach out to your Community Manager. Thank you for your cooperation!

Sincerely,
Management

COMMUNITY RULES & REGULATIONS

Welcome! Thank you for electing to reside at our manufactured home community, Delaney MHP, LLC. We are pleased to be given this opportunity to serve you and encourage your comments and suggestions regarding the Community.

The Community is committed to providing its tenants with pleasant surroundings within a well-governed and peaceful manufactured home community. To maintain such an environment, your landlord ("Management") has established the following Rules and Regulations, as they may be amended from time to time (the "Rules and Regulations") which shall be effective as of March 1st, 2023. Management will take all reasonable steps to enforce the Rules and Regulations, but failure to do so shall not be deemed a waiver to enforce them. Tenant's ignorance of the Rules and Regulations is not a valid reason or defense for non-compliance.

The Rules and Regulations may be amended or restated by Management from time to time. Tenants shall receive written notice from Management of any amendment or restatement to the Rules and Regulations at least thirty days prior to implementation. Notice shall be delivered to tenants by first class mail or hand delivery. Any amendments to the Rules and Regulations shall be considered part of the Rules and Regulations and will be enforced accordingly.

The failure of Tenant, any other occupant at the Home Site (an "Occupant" or "Occupants"), any guest of Tenant or any guest of an Occupant (a "Guest" or "Guests") to abide by the Rules and Regulations and all state, county, city, township and/or village laws and ordinances (as applicable), may result in Management's termination of such Tenant's (and all other occupants residing in such Tenant's manufactured home) tenancy as provided by law.

Management Approval. Any manufactured home owner or prospective manufactured home owner who desires to rent a home site within the Community ("Applicant") shall complete a Rental Application and submit the Rental Application along with the current rental application fee (\$40 per applicant) to Management before such Applicant will be considered for residency within the Community. Management has the right to reject Applicant: (i) if Applicant has provided false or misleading information on the Rental Application; (ii) if Applicant's credit report, employment information and/or references do not conform with the minimum requirements of the Community; and/or (iii) for any other reason not prohibited by law.

Acknowledgment of the Rules and Regulations.
Certificate of Title. If an Applicant is approved by Management to reside in the Community, then such Applicant (hereinafter referred to as "Tenant"); prior to taking up residency at the home site within the Community (the "Home Site"), shall: (A) provide Management with a copy of the Certificate of Title to Tenant's manufactured home or a validated title application; (B) provide Management with a copy of Tenant's certificate of insurance, relating to Tenant's manufactured home; and (C) sign an acknowledgment which states that Tenant (i) has received and read a copy of the Rules and Regulations, (ii) agrees to abide by the Rules and Regulations and all state, county, city, township and/or village laws and ordinances, and (iii) agrees to cause each Occupant and each Guest to abide by the Rules and Regulations and all state, county, city, township and/or village laws and ordinances. A Tenant who is renting a home from the Community or an entity related to the Community does not have to abide by Section (A) of this paragraph.

Owner of Record. Each tenant-owned manufactured home located in the Community shall be titled by the State of West Virginia. Except for homes leased to tenants by

period, in a manufactured home located in the Community must apply for residency within the Community by completing an Application For Occupancy and submitting it along with the then current residency application fee (\$40) to Management. Management has the right to deny any additional Tenant's Application For Occupancy for any reason not prohibited by law.

Annually, upon request by Management, Tenant must provide a list of the Occupants, animals, and vehicles of the Home Site.

Payment of Rent/Failure. Tenant shall cause rent and other applicable charges to be timely paid to Management on a monthly basis. Rent and other applicable charges are due on the first day of each month. Payments for rent and other applicable charges must be paid to Management by Management's online portal or ACH. Only with Management's prior written permission may Tenant pay by personal check, money order, cashier's check or certified check. Cash payments will never be accepted. A late charge of \$35.00 will be assessed to Tenant if rent is received or postmarked after the fifth (5th) day of the month. An NSF fee in the amount of \$35.00 will be assessed against Tenant if his/her payment is returned by a financial institution not paid for any reason. If Tenant's payment is returned not paid by a financial institution for any reason, or if summary proceedings against Tenant are instituted by Management to enforce its rights, then Tenant shall remit the then due rent and other applicable charges in certified funds. If more than one of Tenant's payments are returned not paid by a financial institution for any reason during the course of Tenant's tenancy, then all future payments to Management shall be remitted in certified funds.

If Tenant fails to timely pay rent and/or any other applicable charges then due, Management may issue Tenant a Demand for Possession, Nonpayment of Rent. If Management institutes an action for summary proceedings against Tenant based on a default in the

1. If, at any time, Tenant receives a bona fide written offer from any party to purchase the Home and remove the home from the Community, Tenant shall deliver a copy of the offer to Management, thereby notifying Management of Tenant's intent to accept it. For five (5) business days thereafter, Management shall have the right to inspect the Home and match the terms of the offer, by providing written notice to Tenant. If Management matches the term of the offer, Management will pay the Tenant the amount of the offer, plus a five (5%) bonus. If Management does not elect to match the offer in writing within five (5) business days, Tenant may then sell the Home to the first offeror, provided the sale is on the conditions specified in the contract sent to Management and subject to these Rules and Regulations. Tenant shall provide Management with a copy of the home-closing documents, including the purchase agreement, title, and all documents relating to the company which will move the Home, including, but not limited to proof of license, insurance, and all other documents and conditions set forth in these Rules and Regulations.

2. If Tenant enters into an assignment, a sale, a transfer, a conveyance, or any other transaction or proposed transaction, including a plan to relocate the Home, which interferes with this ROFR, Management may have a court of competent jurisdiction declare this provision breached and order that the assignment, sale, transfer, conveyance, or other transaction be voided and a restraining order issued to prevent the transaction or prevent the Home from being relocated. In the event of such breach, Tenant shall be liable for all of Management's attorney fees and costs related to enforcement of this ROFR. Further, because of the difficulty in establishing damages to the Management unless the home is removed, Tenant agrees that Tenant will owe liquidated damages to Management in the amount of Five Thousand (\$5,000.00) Dollars, plus Management's actual attorney fees and costs incurred in enforcing this Agreement. All such fees and costs shall be construed as Additional Rent. This provision shall not be construed to prevent a claim for specific performance of the rights provided in this ROFR or of any of its conditions by either party. This ROFR shall not restrict or prohibit transfers by operation of law. If the Home is removed from the Premises in breach of this provision, Tenant will be liable for all damages, costs, and expenses incurred by Management to replace the home, plus Management's actual attorney fees and costs incurred in enforcing this Agreement.

3. Notices. Any writings required under this ROFR shall be sent by mail, postage prepaid, to the parties at their addresses noted in the opening paragraph of the Lease.

Accord and Satisfaction. Allocation of Payments.

No payment by Tenant, or receipt by Management of a lesser amount than the rent and other charges then owing by Tenant, shall be deemed to be other than on account of the earliest due rent and/or other charges owed by Tenant, nor shall any endorsement or statement on any check or payment or contained in any letter accompanying any check or payment for rent and/or other charges be deemed an accord and satisfaction, and Management may accept such check or payment without

Rule Violation shall correct such violation on or before the date provided in such Notice or the date expressed in the oral notice when presented in person or by telephone.

Payment of Rent During Wrongful Occupation Proceedings. In every action for wrongful occupation pursuant to West Virginia law, Tenant shall continue to pay all rent and other charges to Management when due following the demand for possession of the Home Site and during the pendency of the action, and Management may accept all such payments of rent and other charges without prejudice to the action for wrongful possession. If such a payment is not timely paid, Management may proceed under MCL section 5714(1)(a) without prejudice to the maintenance of the just cause termination action.

Utility Charges. Unless specified differently in these Rules, Tenant shall arrange for and promptly pay for all utilities furnished to the Home Site during the tenancy, including gas, heat, water, sewer, electricity, internet, data, telephone, waste disposal, recycling and any other utility services. Such utilities charges shall be based upon meters to the manufactured home, where available or direct billing from the provider. For utilities charged directly to Management, Tenant will be charged their pro-rata portion, on a pre-occupied site basis, of such bills by Management. Such utilities payments shall be deemed as additional rent. If any utility service is shut off from a manufactured home, Management may – but has no obligation to do so – pay a utility bill and charge Tenant for the payment of that bill, plus an administrative fee of \$25.00 per bill, which shall also be deemed as additional rent.

Water and Sewer Connections. Tenant shall cause all interior and exterior water and sewer connections at the Home Site to be maintained in a safe and leak-free condition. If the sewer line at the Home Site becomes plugged due to a blockage caused by Tenant (as a result, for example, of improper items being discarded into the sewer), or if Tenant, after receiving a Notice of Rule Violation, fails to cause all interior and exterior water and sewer connections at the Home Site to be maintained in a safe and leak-free condition on or before the date provided in such Notice, then Management has the right to enter the Home Site and perform all necessary repairs and replacements as permitted by law. Tenant shall reimburse Management for all costs incurred by Management regarding repairs and replacements to water and sewer connections which are not properly maintained by Tenant in accordance with this paragraph. Such costs shall be regarded as additional rent and shall be collected by Management in the same fashion as rent.

If Management currently does not meter Tenant's individual water and sewer use, Management may bill Tenant for use on a per-occupied-site basis. For example, if there are 100 occupied sites in the Community, Management shall divide the master bill by 100 and bill each site for that usage, along with a per month administrative/billing fee of \$5.00 per occupied site. The billing amounts will change based upon Community usage and the number of occupied sites.

B. Installation procedures: The installation of water meters will require work on your water service line and will cause a temporary interruption of water service that will last between 30 and 90 minutes. Tenant will be notified one day prior to the installation date, however, Management will not be able to specify the time of day that water service will be temporarily interrupted.

C. Shutoff procedures: Water will be shut off upon execution of the court's Order of Eviction (writ of possession). No additional notice will be given to Tenant.

D. Payment procedures: Payment for water and sewer use, which charges will be deemed to be additional rent, is due and payable to Management with the monthly rental payments and subject to all fees and late charges for collection. Management may direct Tenant to remit payment of the water and sewer charges to a separate water/sewer service billing company, however, the nature of such water and sewer charges will remain as additional rent and may be collected by Landlord in a nonpayment of rent proceeding if Tenant fails to timely remit payment for water and sewer charges to the separate water/sewer service billing company. Tenant will receive an itemized statement that will include the date of meter reading, the opening and closing readings, and the total water usage. Payment of the water and sewer bill must be made together with the monthly lot rent next due and if payment is to be remitted to a separate water/sewer service billing company, by the due date stated on the water/sewer bill.

E. Rate change procedures: The rates may be increased upon service of a notice to Tenant 30 days prior to the new rate going into effect.

F. Water meters: Water meters may be furnished by Management and will remain the property of Management. Management will maintain such meters as needed, including the calibration of same. Tenant may not alter or tamper with any water meter. The cost of water meter repair or replacement due to damage caused to a water meter that is the result of Tenant's alteration, tampering, or negligence will be assessed to Tenant.

G. Heat tape: Upon Management's conversion to an individual water metering program and the initial installation of individual water meters, Management will install a new UL approved heat tape that protects the water meter and the water line between the meter and Tenant's home. The heat tape will immediately become the property of Tenant, however, Management will maintain the heat tape for one year. Thereafter, Tenant will be responsible for the repair and replacement of the heat tape in the event it ceases to function and for any damages that are caused.

Water Usage. Due to the high consumption of water during the summer months, Management reserves the right to limit, between June 1 and September 30 of each year, the amount a Tenant may water his/her Home Site lawn. If Management so limits, then tenants with a home site number ending in an odd number (1, 3, 5, 7, 9) may only water such home site lawn on odd calendar days; and tenants with a home site number ending in an even number (0, 2, 4, 6, 8) may only water such home site lawn

a licensed and insured service provider and the performance of the same shall be observed by an individual designated by Management. Tenant shall be solely responsible for any damage to property of the Community or that of other tenants resulting from the installation or removal of his/her manufactured home. Management disclaims any and all responsibility for damages to any Tenant's manufactured home due to faulty and/or insufficient placement, installation and/or removal of another Tenant's manufactured home.

To provide and maintain a safe, clean and attractive community, all manufactured homes must meet the following minimum standards:

A. The exterior of Tenant's manufactured home and a pre-approved shed must be white in color, kept clean, and in good condition. The exterior area is to be maintained in a neat, safe, and attractive manner at all times and at Tenant's sole cost and expense. If the Home or a pre-approved shed requires new painting, siding or skirting, the color used must be white. Management reserves the right to determine when a home site or pre-approved shed needs to be painted. All new painting, siding, or skirting must be approved in advance by Management or else Management can direct Tenant to replace it even after it is installed. Failure to maintain the physical condition or appearance of the manufactured home, home site or pre-approved shed is just cause for termination of the tenancy or eviction.

B. Tenant's manufactured home must have the address attached in numerals that are clearly visible from the street and at least 3 inches in height. Non-rigid stick-numbers (i.e. paper, Mylar, plastic, etc.) may not be used.

C. All windows and doors in Tenant's manufactured home shall be in good condition. Broken windows must be repaired immediately. Plastic or wood may not be used for window replacement.

D. Approved fire-resistant (bona fide) skirting is required and must completely enclose the space beneath Tenant's manufactured home. Skirting must be properly ventilated and access panels of sufficient size in the utility hook up areas must be installed. Materials and color are to match or attractively accent the exterior of the manufactured home, as solely determined by Management. Tenant shall skirt Tenant's manufactured home within thirty days of occupancy or within thirty days after receiving written notice from Management. The area beneath the manufactured home must be kept clean and free of combustible materials.

E. Steps leading to front entry doors shall be constructed out of enclosed cement, fiberglass, or treated wood and in compliance with all applicable codes. A usable and sturdy handrail must be present at such steps. Steps shall be maintained in a safe and attractive manner. Off-side entry doors shall not be used as the primary home entrance.

F. All porches and decks shall be constructed out of treated (weather-resistant) wood with handrails on all

H. Central air conditioning units shall be placed on a cement or other approved pad in a location approved by Management. Window air conditioning units shall be securely braced to the manufactured home and shall not be installed in any front window of the manufactured home. If electrical requirements to operate air conditioning units exceed the standard amperage provided by the Community, Tenant must, at his/her expense, upgrade the electrical service from the pedestal to his/her home. Central air conditioning units and window air conditioning units shall be maintained in a safe and attractive manner.

I. Promptly following installation, towing mechanisms shall be removed from Tenant's manufactured home and stored beneath Tenant's manufactured home.

J. A fence may not be installed around or upon the Home Site.

K. Tenant shall maintain operational electric, propane and water service at the Home Site at all times. Utility connections to and within Tenant's manufactured home (electrical, propane, water, sewer, etc.) are the sole responsibility of Tenant. All utility connections shall be made in compliance with the manufacturer's written instructions and any applicable state and local codes. Utility connections shall be maintained in a good, safe, and leak-free condition at all times. Approved copper tubing or approved piping shall be used for any propane line. Any tampering or altering with these connections is strictly forbidden. If electrical requirements to operate the manufactured home exceed the standard amperage provided by the Community, then Tenant shall, at Tenant's sole expense, upgrade the electrical service from the pedestal to such manufactured home.

L. All sewer connections from the manufactured home to the sewer riser shall be, at a minimum, schedule 30 PVC or ABS plastic pipe. A clean-out of at least 3 inches must be installed where the line enters the ground. Tenant shall not wrap sewer lines with a heat tape or other water supply protection device.

M. Water service to Tenant's manufactured home shall be connected by semi-rigid tubing, such as copper tubing or approved plastic piping. A water supply protection device, such as a heat tape, UL or similarly listed, shall be installed on all water service lines at the time the manufactured home is placed on the Home Site. Insulation and a protective wrap must cover the heat tape. Tenant shall cause all protective materials to be replaced as necessary to prevent the freezing of water service lines, supply lines, riser pipes and water meters.

N. Axles may not be removed from beneath the manufactured home. The frame of the manufactured home must be placed as close to the ground as possible.

O. Tenant shall cause his/her manufactured home to contain at least one operational fire extinguisher (with a minimum 2A-10-B-C rating) and at least one operational smoke detector, both approved by a nationally recognized independent testing laboratory.

source in order to avoid freeze-up of water lines under the floor of the home.

On-Site Resale of Manufactured Home. The right to reside within a manufactured home located on a home site in the Community is not transferable with the sale or transfer of the title to such manufactured home. All sales are subject to the ROFR referred to in these Rules. Tenant shall not assign or sublet Tenant's manufactured home or the Home Site. If Tenant desires to sell his/her manufactured home on-site, then Tenant shall complete an On-Site Resale Inspection Request Form and submit it along with the then current Resale Inspection Fee (\$35) to Management so that Management may conduct an inspection of the exterior of the manufactured home and of the Home Site to determine if they are in compliance with the Community Standards. Each On-Site Resale Inspection is valid for ninety days following the date it is signed by Management. Payment of the Resale Inspection Fee does not ensure that the manufactured home will be approved to remain in the Community. Management's inspection of the manufactured home does not constitute a warranty of any kind with respect to the condition of such manufactured home. All rent, fees, water bills, deposits and other applicable charges related to the Home Site must be paid in full prior to the on-site resale of such manufactured home. All items listed by Management on the On-Site Resale Inspection must be completed prior to the on-site resale of such manufactured home. If Tenant has paid the Resale Inspection Fee, then Tenant may place one "For Sale" sign, not to exceed 18" by 12" in size, inside the front window of such manufactured home.

Management has the right to (a) withhold its approval of any on-site resale for any reason not prohibited by law, and (b) request that the manufactured home be removed from the Community if it does not meet the minimum Community Standards, which include, but are not limited to the following: (i) the manufactured home must fit in aesthetically and be compatible with the surrounding manufactured homes and the Community in general; (ii) any metal sided home must be re-slided in vinyl; (iii) no manufactured home will be allowed to remain on a home site in the Community if it will lower the property value of the Community or the property values of neighboring manufactured homes; (iv) the manufactured home must meet the United States Department of Housing and Urban Development (HUD) construction standards as evidenced by a HUD certification or seal; and (v) the manufactured home must meet the requirements of the Rules and Regulations and applicable law regarding fire extinguishers and smoke detectors.

Removal of Home. A. If Tenant intends to remove his/her manufactured home from the Home Site upon the expiration of a written lease, then Tenant shall provide Management with at least sixty days prior written notice of his/her intent to remove such manufactured home from the Home Site. Tenant may obtain from the Community office the form required to be used to notify Management of Tenant's intention to remove his/her manufactured home from the Home Site. Rent and all other applicable charges owing by Tenant to Management must be paid in full prior to the removal of Tenant's manufactured home.

home from the Home Site. Rent and all other applicable charges owing by Tenant to Management must be paid in full prior to the removal of Tenant's manufactured home from the Home Site. If Tenant fails to provide timely written notice of his/her intent to remove Tenant's manufactured home from the Home Site, then Tenant shall remain liable for payment of rent and other applicable charges for a thirty day period commencing with the date Management actually receives written notice of Tenant's intention to remove Tenant's manufactured home from the Home Site or if the manufactured home is removed from the Home Site without any prior written notice, then Tenant shall remain liable for rent and other applicable charges for a thirty day period commencing on the date the manufactured home is actually removed from the Home Site.

C. Tenant shall leave the Home Site in a clean condition. Any improvements or installations placed on the Home Site, including, but not limited to, decks, sheds, porches, tie-downs, anchoring systems, awnings and carports are not fixtures or property of the Community and must be completely removed from the Home Site. Only cement pads, piers, trees and shrubs may remain at the Home Site following the removal of a manufactured home.

D. Tenant shall be liable for any expenses incurred by Management to restore the Home Site to its original condition, such as the cost of removing improvements or installations placed on the Home Site including, but not limited to, decks, sheds, porches, tie-downs, anchoring systems, awnings and carports.

E. Tenant shall be liable for any damage to property owned by the Community or property owned by other tenants in the Community resulting from the removal of Tenant's manufactured home from the Home Site.

F. Except as otherwise provided by law, Management shall not be liable for damages sustained by Tenant, Occupants, Guests and/or other persons resulting from the removal of Tenant's manufactured home from the Home Site by a manufactured home dealer, bank, other secured party or a manufactured home removal company, unless such liability arises from Management's failure to perform a duty imposed by law or Management's negligent performance of a duty imposed by law.

Improvements and Alterations. A. Tenant shall make no improvements and/or alterations to the exterior of Tenant's manufactured home or to the Home Site and Tenant shall not dig at the Home Site without Management's prior written consent. Tenant shall provide Management with a drawing reflecting the appearance and location of any proposed improvements and/or alterations, including, but not limited to, porches, decks, carports, awnings, sheds, cement pads, trees, shrubs and/or other home additions. Such drawing shall also clearly and accurately reflect the location of any and all underground utilities located on the Home Site. Management has the right to reject any proposed improvements and/or alterations and the use of certain species of trees and/or shrubs at the Home Site. Tenant shall also obtain any and all required building permits.

location of their underground public utility lines at no charge. State law requires that West Virginia 811 be notified at least two business days prior to excavation.

D. If Tenant makes improvements and/or alterations prior to obtaining Management's written consent and any and all required building permits, then Management has the right to require Tenant to immediately remove such improvements and/or alterations and restore Tenant's manufactured home and/or the Home Site to its previous condition.

E. All improvements and/or alterations shall be performed by Tenant or licensed and insured contractors only.

F. Improvements and/or alterations to the Home Site, including, but not limited to cement pads, trees and shrubs shall become property of the Community.

Condition of Manufactured Home and Home Site

Tenant shall maintain the exterior of his/her manufactured home and the Home Site in good condition and keep the exterior of his/her manufactured home and the Home Site clean and orderly.

A. Tenant shall maintain the lawn at the Home Site so that it is reasonably free from weeds and debris. Tenant shall cause the lawn at the Home Site to be mowed, raked, seeded, fertilized and watered in such manner as is required to maintain such lawn in a healthy and attractive fashion. Tenant shall cause the shrubs and trees at the Home Site to be maintained in a healthy and attractive fashion. Tenant shall timely remove all leaves which have fallen during the autumn season. If Tenant fails to maintain the Home Site as required herein, then Management may deliver a "Notice of Rule Violation" to Tenant which shall list the maintenance/clean-up required to be performed. If Tenant fails to perform the required maintenance/clean-up, then Management shall have the right to enter the Home Site and perform any and all required maintenance/clean-up as permitted by law. Tenant shall reimburse Management for the costs incurred by Management in performing such maintenance/clean-up. The cost of such maintenance/clean-up shall be regarded as additional rent and shall be collected by Management in the same fashion as rent.

The cost of maintenance/clean-up performed by Management at the Home Site is as follows:

- 1 Lawn cutting: \$50 per occasion;
- 2 Trimming around base of manufactured home and pedestal: \$50 per occasion;
- 3 Fertilizer or weed and feed application: \$50 per application; and
- 4 All other lawn maintenance/clean-up/snow removal: \$50 per hour, with a minimum charge of \$50.

B. Tenant shall cause all telephone and cable television lines to be buried underground by the appropriate utility company at the time of, or promptly following, installation. If Tenant fails to cause all telephone and cable television lines to be buried

D. Tenant shall keep the manufactured home reasonably free of insects and rodents.

E. Tenant shall wash the exterior of Tenant's manufactured home at least once each year.

F. If Tenant desires, or is required by Management, to paint his/her manufactured home, then, prior to painting, Tenant shall obtain Management's written approval of the proposed paint color.

G. Management recommends that Tenant engage licensed and insured service providers to level his/her home at least once annually.

H. Tenant shall seal the driveway at the Home Site once a year.

I. In order to maintain the Community in an attractive manner, Management strongly urges Tenant to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed eighteen inches in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and the manufacturer's instructions. Outdoor reception devices must be installed on Tenant's manufactured home or on the ground of the Home Site in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on Tenant's manufactured home or the Home Site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent possible. No reception device may be placed so as to obstruct a motor vehicle driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access property located within the Community. Outdoor reception devices and masts may only be as high as required to receive reasonably acceptable quality signals and no reception device and mast may be installed on a roofline without prior written consent of Management, due to safety concerns posed by winds and the risk of falling. Tenant shall maintain the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance or use of the reception device. Tenant shall maintain a policy of liability insurance covering such injury or damage and Tenant shall provide proof of such insurance to Management. The laws applicable to the rules and regulations contained in this paragraph are subject to interpretation and change. Therefore, Tenant is advised that changes in the law, court decisions and rulings by the FCC may affect his/her rights and obligations regarding the installation of reception devices in the future.

J. Tenant may not install or plant any landscaping, plants, or trees without Management's prior written approval. Management may require Tenant to remove any such installations or plantings which are not pre-approved.

Trampolines are not permitted. Portable sporting equipment including but not limited to hockey/soccer nets, volleyball/badminton nets must be stored in the home or shed when not in use. Portable basketball hoops and play structures are not permitted. Small wading pools are permitted but they must be emptied daily and stored overnight in the shed or when not in use. Management may provide playground equipment for use of those residing in the community. If so, parents and legal guardians are to stress safety and to supervise their children at all times.

Firewood Storage. Tenant shall store firewood or wood pellets, if any, in Tenant's shed only.

Patio/Lawn Furniture. Tenant shall maintain all outdoor furniture in a safe and attractive condition. Lawn furniture shall not be placed or used on the street side of the Home and shall be folded down when not in use. Any foldable furniture must be stored in shed when not in use.

Snow Removal. Tenant is solely responsible for snow removal. Tenant shall remove snow and ice from all driveways, sidewalks, steps and patios on the Home Site. Tenant shall remove snow from and around Tenant's individual mail/newspaper box. Tenant shall not shovel snow from Tenant's Home Site into the street. Tenant shall not use rock salt, as rock salt will cause damage to the property. Tenant may use calcium chloride to melt snow and ice at Tenant's Home Site. If Tenant uses rock salt in violation of this paragraph and such usage damages the Home Site, then Tenant shall reimburse Management for the costs incurred by Management to repair the Home Site. The cost of such repairs shall be regarded as additional rent and shall be collected by Management in the same fashion as rent.

Winterizing Home. Winterizing of Tenant's manufactured home (such as plastic being used for storm windows, insulating the skirting, etc.) shall be performed on the interior of Tenant's manufactured home and/or the inside of the skirting. Temporary exterior attachments of any kind are not permitted. Tenant shall install a water supply protection device, such as heat tape, UL or similarly listed, at the time Tenant's manufactured home is installed at the Home Site and shall maintain and replace such water supply protection device as necessary to prevent the freezing of service lines, valves, and riser pipes. Insulation and a protective wrap must cover the water supply protection device. If Tenant fails to act in accordance with this paragraph and the service lines, valves, and/or riser pipes at the Home Site freeze and rupture causing flooding at the Community, then Tenant shall immediately repair the damaged service lines, valves, and/or riser pipes located between the water meter and Tenant's manufactured home and Tenant shall reimburse Management for the costs incurred by Management to repair the Community's water meter, service lines, valves, and/or riser pipes at the Home Site and for all other costs incurred by Management to restore the Home Site and surrounding areas to their condition prior to such flooding. The cost of such repairs shall be regarded as additional rent and shall be collected by Management in the same fashion as rent.

Tenant fails to cause Tenant's trash to be managed in the above described manner, then Management shall have the right to enter the Home Site and clean the Home Site and dispose of such trash. Tenant shall reimburse Management for the costs incurred by Management to clean the Home Site and/or dispose of such trash. The cost of such cleaning/disposal shall be regarded as additional rent and shall be collected by Management in the same fashion as rent.

If the Community does not provide for curbside pick-up, then Tenant must place all trash in the assigned dumpster located in the Community.

Automobiles. Each motor vehicle operated by Tenant or any Occupant shall be registered with Management.

A. Each motor vehicle operated by Tenant, any Occupant or any Guest may only be parked in those areas designated by Management for parking. Each Tenant or Occupant of a Home Site who has a valid West Virginia drivers' license may park one vehicle on the street as directed by Management, if the Community provides street parking. Without prior written approval by Management, no Home Site shall have more than two (2) vehicles parked in the Community. Parking motor vehicles on vacant home sites, on lawns, on patios, in adjacent spaces, in fire lanes or other unapproved areas on or about the Home Site is not permitted. Each vehicle must be registered with Management. If Management permits Tenant to have a third vehicle, there will be a monthly charge of \$40.00 per month. Any unauthorized vehicles may be towed from the Community at the vehicle owner's expense.

B. Neither Tenant nor any Occupant may operate a motor vehicle within the Community which is not properly muffled or which does not possess a fully functioning muffler. No motor vehicle shall be left idling in the Community for more than a reasonable time and they shall not disturb other Tenants.

C. Tenant, Occupants and Guests may not perform any maintenance or repairs within the Community. Motor vehicles which are dripping fluids must be promptly repaired. Tenant shall be responsible to clean-up any fluid spills on the roads or parking spaces within the Community caused by Tenant, an Occupant and/or a Guest. If Tenant fails to clean-up such fluid spills, then Management shall have the right to do so and Tenant shall reimburse Management for the costs incurred by Management to clean-up such fluid spill. The cost of such fluid spill clean-up shall be regarded as additional rent and shall be collected by Management in the same fashion as rent.

D. No motor vehicle with a load capacity in excess of three-quarters of a ton shall be permitted within the Community except vehicles making a delivery.

E. While operating a motor vehicle within the Community, the operator shall abide by the posted speed limit and obey other traffic signs. Speeding is dangerous and will not be tolerated within the Community.

nor on any common area in order to display their availability for sale.

I. Except during a summer water shortage, Tenant and Occupants may wash their motor vehicles at the Home Site. Tenant and Occupants are requested to use care and conserve water. A self-closing water nozzle shall be installed on the water hose and used while washing motor vehicles.

Motorcycles. Tenant shall cause each motorcycle which is operated by Tenant or any Occupant to be registered with Management and may only be parked in Tenant's parking space or stored in a storage shed. A motorcycle counts as a vehicle as though it were an automobile as provided for in the Automobiles section of these Rules. Motorcycles are allowed only for transportation into and out of the Community. "Joy riding" is not permitted within the Community.

Recreational Vehicles. The operation of trail-bikes, mini-bikes, electric scooters, snowmobiles, off-road vehicles, all-terrain vehicles and other vehicles of similar nature is not permitted within the Community. Transportation of such vehicles to and from the Home Site shall be by trailer only.

Recreational Vehicle Storage. Storage of mopeds, trail-bikes, mini-bikes, go-karts, snowmobiles, off road vehicles, all-terrain vehicles, boats, campers, tents, motor homes, utility trailers and other vehicles of similar nature on the Home Site or on the streets within the Community is not permitted. Mopeds, trail-bikes, mini-bikes, go-karts, snowmobiles, off road vehicles, all-terrain vehicles, electric scooters and other vehicles of such nature may be stored at the Home Site only if such vehicles are capable of being stored within a storage shed and are in fact stored within a storage shed. No type of recreational vehicle shall be attached to water, sewer or other utility connections within the Community. If the Community maintains an outdoor storage area, such vehicles may be stored there with Management's prior written approval.

For loading or unloading only, recreational vehicles may be parked at the Home Site for a total of 24 hours and must, at all times, remain attached to the vehicle pulling such recreational vehicle, if any. Any recreational vehicle parked at the Home Site for longer than 24 hours and/or unhitched will be towed at the owner's expense.

Clubhouse and Facilities. If there is one in the Community, the clubhouse and its facilities may be made available to Tenants and their guests. Management reserves the right to charge a rental fee for the private use of the clubhouse and its facilities. Reservations for private parties and gatherings should be made in advance and will be accepted providing there are no other reservations with deposits. A deposit, in addition to any rental fee, which may be assessed, is required prior to use and it will be returned once Management has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to do so may lead to the forfeiture of any deposit. The Tenant is financially, legally and otherwise responsible for any and all other expenses related to repair of any damage. Use of the facility is not

guardian present. Management will not allow any Tenant or occupant to use the pool unless the annual Pool Registration form has been completed and filed with Management. The swimming pool rules and regulations are posted at the pool. For your personal safety, it is vital that you, your family and guests obey these rules. Failure to do so may result in suspension of pool privileges. Lifeguards are not provided by Management and Tenants, occupants and their guests understand that use of the pool is at their own risk. Animals are not permitted in the pool area.

Trespass. Management shall have the right to enter the Home Site at all reasonable times, but not in such a manner or at such time as to unreasonably interfere with Tenant's quiet enjoyment of the Home Site, for the purpose of inspection, repair and/or replacement of utility services and/or the protection of the Community at large. Management shall not enter a privately-owned manufactured home located within the Community unless such owner has given Management prior consent or unless Management must enter such privately-owned manufactured home to prevent imminent danger to the Community at large or any person or pet therein.

Tenant, Occupants and Guests shall not enter any home site within the Community rented by another tenant or any vacant home site within the Community without having the lawful authority to do so. Tenant, Occupants and Guests shall keep out of any area in the Community which is posted as "Keep Out" or "No Trespassing" or similarly marked or fenced.

Clubhouse. If the Community has a clubhouse, then the use of such clubhouse and its related facilities shall be available to Tenant for a fee. While using the clubhouse, Tenant, Occupants and Guests shall not interfere with the quiet enjoyment of the other tenants of the Community and shall act in accordance with the Rules and Regulations. The consumption of alcoholic beverages is not permitted at the clubhouse or upon any common area within the Community. Reservations for private parties and gatherings must be made in advance. Reservations are confirmed on a first come first served basis by Tenant's submission of a monetary deposit to Management. Such deposit shall be returned to Tenant after Management has determined that the clubhouse has been left in an orderly, clean, and undamaged condition. If Tenant fails to return the clubhouse to Management in an orderly, clean, and undamaged condition, then Tenant shall forfeit the deposit and reimburse Management for any costs exceeding the amount of the deposit incurred by Management to restore/clean-up the clubhouse to its original condition. The cost to restore/clean-up the clubhouse shall be regarded as additional rent and shall be collected by Management in the same fashion as rent.

Swimming Pool. If the Community has a swimming pool, it is for the exclusive use of Tenant, Occupants and proper accompanied Guests. The swimming pool rules and regulations are posted at the pool. For the personal safety of Tenant, Occupants and proper accompanied Guests, it is vital that such persons act in accordance with the swimming pool rules and regulations. Failure to act in accordance with the swimming pool rules and regulations

or the other Tenants in the Community are not permitted within the Community. Tenant shall cause all Occupants and Guests to act in accordance with all applicable local curfew ordinances. Interference with the quiet enjoyment of other Tenants in the Community is just cause for termination of tenancy. It is the responsibility of Tenant to ensure that Tenant, Occupants and Guests act in accordance with the Rules and Regulations.

Alcohol Consumption/Substance Abuse. Tenant, Occupants and Guests shall not consume alcoholic beverages at the clubhouse or upon any common area within the Community. Tenant, Occupants and Guests shall not possess, use, and/or sell illegal drugs and/or other illegal substances at the Home Site or any other area within the Community. Tenant's (and all other occupants residing in such Tenant's manufactured home) tenancy shall be terminated by Management if Tenant, any Occupant and/or other person under Tenant's control engages in criminal activity within the Community or any act intended to facilitate criminal activity within the Community, or allows the Home Site to be used for or to facilitate criminal activity, including drug-related criminal activity. The smoking and growing of marijuana, including medical marijuana, is prohibited.

Firearms, Weapons and Explosives. Tenant, Occupants and Guests shall not discharge firearms or engage in any activity involving the use of firearms (including BB guns), slingshots, bow and arrows, or other weapons while in the Community. The use of fireworks, firecrackers, other explosives and/or pyrotechnic activity is not permitted within the Community.

Neighbor Relations. Tenant and Occupants should make every effort to resolve any differences between them and their neighbors. If Tenant disagrees with the manner in which a neighbor behaves, then Tenant should inform such neighbor of the offensive behavior and request that it be discontinued. Tenant may, after every reasonable attempt has been made to resolve such problem with his/her neighbor, submit a written complaint to Management. Management will not intervene in any dispute without first receiving a written complaint.

Advertising, Soliciting and Commercial Business. Neither Tenant nor Occupants shall advertise, solicit, or deliver handbills within the Community, or conduct a commercial enterprise or business within the Community. Management reserves the right to communicate with its tenants by way of written materials delivered to each home site.

Animals. Tenant shall be permitted to keep one "domesticated" animal at Tenant's manufactured home provided Tenant has obtained Management's prior written consent. Tenant may obtain from the Community office the form required to be used to request Management's prior written consent regarding an animal. Along with the submission of such form, Tenant shall provide Management with proof that Tenant's animal has been licensed and has received rabies vaccinations and all other shots required by law. If required by local ordinance, a current license and/or rabies tag shall be worn by Tenant's animal. If Tenant fails to obtain Management's

seven days following the date of Management's mailing, by United States Postal Service first class mail, of a written notice to Tenant at Tenant's Home Site.

B. Tenant is solely responsible for the acts and behavior of his/her animal(s).

C. Tenant shall remove his/her animal's defecation from the Home Site on a daily basis and Tenant shall immediately remove his/her animal defecation from any other area within the Community. If Tenant does not clean up the defecation, either from the Home Site or elsewhere, and Management performs that task, Tenant will be charged \$50.00 per occurrence.

D. When outside, Tenant's animal(s) must always be accompanied by a person and restrained by a hand-held leash. Tenant's animal(s) shall not be left outside unattended at any time. Animals must not run freely anywhere in the Community, including on Tenant's Home Site. Dog runs, fenced-in enclosures, dog houses and "Beware of Dog" signs are not permitted.

E. Any animals located within the Community which are not properly restrained by a leash or otherwise, may be picked up and removed from the Community by Management or the local animal control agency.

F. Animals are not permitted in any common area within the Community. Dog sitting is prohibited. No unauthorized dogs are permitted in the Community.

G. Management will not consent to permit Tenant to keep exotic animals, including, but not limited to, snakes, spiders and other wild animals, at Tenant's manufactured home.

H. Management shall not be liable for any harm, injury or death to any animal caused by Management, its employees or agents or by any Tenant or Guest except any harm, injury or death to any animal caused by Management's failure to perform a duty imposed by law or Management's negligent performance of a duty imposed by law.

I. To protect the health, safety, or welfare of the Community, its employees, and/or tenants, vicious or aggressive breeds, including but not limited to the following dog breeds and any dogs that are mixed with the following breeds, are not permitted in the Community: Akitas, Bull Terriers, Chows, Dobermanis, Pit Bulls and Rottweilers. Dogs larger than 50 pounds are not permitted in the Community.

J. Feeding stray or wild animals in the Community or on or near the access road is strictly prohibited.

Personal and Fire Safety. A. Tenant, Occupants and Guests shall exercise proper care and safety to avoid the occurrence of accidents while in Tenant's manufactured home, upon the Home Site and/or within the Community. Tenant is responsible for his/her own actions and the actions of Occupants and Guests while such persons are in Tenant's manufactured home, upon the Home Site and within the Community, as provided by law.

broadcasts for severe weather alerts and warnings. No government approved severe weather shelters exist within the Community.

E. Tenant shall furnish Management with the name, address and telephone number of a person Management should notify in the event of an emergency or death. At Management's request, Tenant shall provide updated emergency contact and household information at least once year.

Keys. If Management provides keys to Tenant, then Tenant shall be charged \$15 for each replacement key requested by Tenant. Charges for replacement keys shall be regarded as additional rent and shall be collected by Management in the same fashion as rent. Mailboxes and mailbox keys are issued by the U.S. Postal Service.

Loss and Liability. Management requires that Tenant procure a manufactured home comprehensive form insurance policy insuring Tenant's manufactured home against loss or damage. Management also requires that Tenant procure liability coverage for personal injuries which may occur on the Home Site or within Tenant's manufactured home. Tenant must demonstrate proof of such insurance policies to Management and ensure that the policies are not cancelled for any reason.

Waiver. Forbearance on the part of Management to exercise any right or remedy available hereunder upon Tenant's breach of the terms, covenants and conditions of the Rules and Regulations, or Management's failure to demand the punctual performance thereof, shall not be deemed a waiver of: (a) any such right or remedies; (b) the requirement of punctual performance; or (c) any subsequent breach or default on the part of Tenant.

Severability. The invalidity or unenforceability of any particular provision, paragraph, sentence, clause, phrase or word contained in these Rules and Regulations shall not affect the other provisions hereof, and these Rules and Regulations shall be construed in all respects as if such invalid or unenforceable provision, paragraph, sentence, clause, phrase or word was omitted from these Rules and Regulations.

Governing Law. These Rules and Regulations shall be subject to, and governed by, the laws of the State of West Virginia.

Management's Non-Liability. Except as otherwise provided by law or resulting from Management's failure to perform a duty imposed by law or Management's negligent performance of a duty imposed by law, Management shall not be liable for any loss or damage to persons or property sustained by Tenant, Occupants, Guests and/or other persons: (i) which may occur within the Community; (ii) due to the Home Site becoming out of repair or arising from bursting, stoppage or leakage of, gas, steam, water or sewer pipes, or from defective wiring, unless such damage is proximately caused by the negligence of Management; (iii) resulting from the use of playground or recreational facilities; (iv) resulting from fire, theft, wind, floods or any other act of God which is beyond the control of Management; or (v) that may be occasioned

THE OBLIGATION OF GOOD FAITH IS IMPOSED ON ALL PARTIES TO THE RULES AND REGULATIONS IN BOTH THE PERFORMANCE AND ENFORCEMENT OF THE CONDITIONS CONTAINED HEREIN.