

**STANDARDS FOR COMMUNITY LIVING**  
**(RULES AND REGULATIONS)**

Community Management and Community Owner of this Community offer Equal Housing Opportunities. We do business in accordance with State and Federal Fair Housing laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status or national origin in: the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or providing real estate brokerage services.

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable.

These Standards for Community Living (“Standards”) are intended to maintain the appearance and comfort of the Community for you and your visitors. A copy of the Standards will be posted at the community mailboxes and must be observed by all Residents, family members, guests, and invitees. Residents shall require all persons on the lot with their consent to govern themselves in accordance with the Standards and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

Definitions:

“Community” means the community for which lot lease has been entered.

“Community Management” means Owner’s manager, assistant manager (or other employee or agent) of your Community as identified to you from time to time.

“Community Owner or Owner” means the owner or operator of the Community as identified in your Lease Agreement.

“Guest(s)” means an individual who maintains a permanent legal residence at a locale other than the Community and who pays one or more visits to a Tenant of the Community.

“Home Owner(s)” means a person who owns a manufactured home and rents or leases a residential lot within a manufactured home Community for residential use.

“Invitee(s)” means all non-residents present on the residential lot at the invitation of Resident(s).

“Lease Agreement” means the lease agreement that was executed between Resident(s) and the Community Owner.

“Resident(s)” means a person entitled under a Lease Agreement to the use and occupancy of the residential lot to the exclusion of others. The term includes both Tenants and Home Owners.

“Tenant(s)” means a person entitled under a Lease Agreement to occupy a manufactured home located on a residential lot in the Community and who does not own the manufactured home

occupying the lot. The term applies only to persons who have been approved by Community Management pursuant to these Standards.

## 1. OCCUPANCY.

A. Any person applying for admittance as a Resident of the Community must fill out an application for residency and be interviewed by Community Management. All prospective residents must be approved by Community Management and must sign a Lease Agreement prior to occupying a manufactured home currently in the Community or moving a manufactured home into the Community. Except as expressly provided by applicable State law, no one other than those executing the Lease Agreement shall be allowed to reside upon the lot set forth in the Lease Agreement without prior written consent from Community Management. The purchase of a Resident's home by one who has not executed a Lease Agreement or obtained written consent from Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An executed Lease Agreement as well as a completed and approved Application for Residency and credit and background check, must be received by Community Management prior to the: (i) arrival of the Resident's manufactured home in the Community; (ii) transfer of title to an individual who is not already a Resident or Home Owner of the Community and intends to reside in the Community when the manufactured home is already in the Community; or (iii) occupying a manufactured home on a residential lot by Tenant(s). Community Management reserves the right pursuant to: (i) refuse to accept further rent and terminate the Lease Agreement of anyone who fails to comply with these requirements; and (ii) refuse rental to any applicant. However, rental to a resale purchaser of a home in the Community will not be unreasonably denied.

B. Only manufactured homes owned and occupied by persons who have applied for residency in the Community and who have been approved as such by Community Management are permitted in the Community without the prior written consent of Owner, although the Community Owner may rent homes owned by the Community Owner or its affiliated entities. As a condition to approval for residency in the Community, each Resident who is not a renter of a Community owned manufactured home is required to show proof of ownership of his/her manufactured home; such proof may be made by title or registration to the home. Each occupant of the home must be approved for residency by the Community Management. Prior to beginning occupancy in the manufactured home, each Resident must sign a Lease Agreement. Written approval of the Community Management is required as to any change in the name or number of persons in the manufactured home.

C. Residents, Resident's family members, guests and invitees are not permitted to play in the streets or in the yards of other Residents, or to pass through other Residents' yards. Resident shall be held responsible for the actions of both persons residing in his/her home and invitees who violate the provisions hereof or these Standards, and for damages caused by such persons. Resident, Resident's family members, guests and invitees are not permitted to play in lots other than Resident's

lot. Resident, Resident's family members, guests and invitees are not to climb the trees in the Community. No playing is allowed in the Community streets.

D. There shall be no more than two adult residents of any mobile home located in the Park, together with their minor dependents. There shall be an additional charge for each additional adult resident over two in accordance with the attached Supplement A.

2. PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY. Prospective residents of the Community must be approved by Community Management based upon: (1) completion of a questionnaire provided for this purpose; (2) credit, background and reference check and criminal history check; and (3) an interview of all persons planning to occupy the manufactured home. Such written approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community to any person(s) deemed not suitable to Community Management in its sole discretion. Any misrepresentations, whether written or oral, made by a prospective resident in information provided on the application, registration card or credit application, or statements as to number, age, or identity of persons residing in the home, or about pets, personal background, or past landlords, are deemed material and fraudulent and made to induce the Community Owner to admit the prospective resident. Any such misrepresentation shall be deemed a conclusive breach of the Lease Agreement and shall void the approval of the request for occupancy, be considered a material misstatement and such persons shall be evicted from the Community.

0. SALE AND/OR REMOVAL OF MANUFACTURED HOME.

A. All homes in the Community must be built in accordance with the Manufactured Home Construction and Safety Act of 1974 ("the HUD code"). Homes built prior to 1976 which may not be in accordance with the HUD code may be "grandfathered" in by written agreement with the Owner.

(1) Notice to the Community Owner. A Resident intending to make a bona fide sale of his/her manufactured home or any interest in it shall give to the Community Owner notice of such intention, together with the name and address of any proposed purchaser, the purchase terms, such other information concerning the proposed purchaser as the Community Owner may reasonably require and an executed copy of the proposed contract to sell. Resident shall direct the proposed purchaser to the Community Management for exchange of information, including the lot rental amount which will apply at the expiration of the seller's lease term or at the time of sale. Within 7 days of transfer of title, change in financing, or purchase of Resident's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by the Resident.

(2) Application Form. The Community Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the proposed purchaser, or as relates to the prospective resident, as may reasonably be required by the Community Owner in order to enable the Community Owner to responsibly

investigate the proposed purchaser, or prospective resident within the time limits extended to the Community Owner for that purpose as hereinafter set forth and which application shall be completed and submitted to the Community Owner along with and as an integral part of the notice of intent to sell. An application fee shall be charged to the prospective resident, as permitted by state law.

(3) Failure to Obtain Approval of Community Owner. Any person who purchases a manufactured home situated in the Community but does not, prior to occupancy of the home, qualify as, and obtain consent of, the Community Owner to become a Resident of the Community shall be subject to eviction.

(4) Disapproval by the Community Owner. In accordance with applicable State and federal law, Community Owner may disapprove the prospective resident if the prospective resident does not qualify to be a resident by giving notice to the prospective resident of the disapproval. If the Community Owner shall disapprove a proposed purchaser, such disapproval shall be grounds for eviction in the event of such proposed purchaser occupying the home. In the event of disapproval, the Community Owner may pursue all remedies available at law or in equity.

B. Community Management shall have the right to inspect the exterior of the manufactured home prior to approving a proposed purchaser as an acceptable Home Owner in that manufactured home. Homes must meet all local code requirements, including electrical and plumbing, but not limited thereto. Prior to written approval of the purchaser, the seller and the purchaser must provide written assurance to Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with Community standards as set forth in these Standards. Community Management has the right to deny approval of the proposed purchaser as a resident of the Community if such work is not done.

C. Home Owner may display one "For Sale" sign, no larger than 12 inches by 16 inches, inside the manufactured home window. This sign may display only the words, "For Sale" or the equivalent plus an address or telephone number of the Resident, agent or dealer where further information may be obtained. The display of any commercial enterprise on the sign is prohibited. Due to safety and security considerations, any home offered for sale must be registered with the Community office before a sign is displayed. All outside realtors, brokers or service companies

working in the Community must show proof of appropriate liability insurance before starting work. Those without such proof of insurance on file with Community Management will be stopped from performing work inside the Community until such proof of insurance is presented to the Community office.

D. The Community Owner requires that any manufactured home not meeting the Community's established standards, as required by these Standards, or any manufactured home which is improperly maintained, be upgraded to improve the quality and appearance of the manufactured home. Failure to meet the Community's requirements shall be a violation of these Standards.

E. In the event Home Owner intends to move his manufactured home from the Community, he must give written notice to Community Management of that intent at least thirty (30) days prior to the moving date. Such move must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a security deposit of up to \$500.00 and a certificate of general liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) to ensure against personal injury and damage to property. Written permission from the Community Owner is required prior to any move of a manufactured home either into or out of the Community. All current charges must be paid in full at the Community office before the home is moved from the Community.

F. Community Management requires that each Resident comply with the requirements of all governmental agencies including, but not limited to, HUD, the department of motor vehicles or transportation, the State and the county in which the Community is located.

1. SETUP: NEW, RE-SALES AND RENTALS.

A. The location and positioning of a non-Community owned home being placed on a lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Resident's home or lot will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community.

B. Owner shall have installed a working smoke alarm or smoke alarms, carbon monoxide alarms and a fire extinguisher in each home rented to Resident(s) as required by law. Resident(s) must not disconnect or intentionally damage any alarm or remove the battery without immediately replacing it with a working battery. Resident(s) shall not remove the fire extinguisher and agrees to weekly check it for a full charge. Resident(s) agrees to weekly test the alarms to ensure they are functioning properly and to replace the batteries as often as may be necessary, but in any event at least every six (6) months. If Resident(s) has reason to believe that any alarm or other safety device is not operating properly in any manner, Resident(s) agrees to notify immediately Community

Management in writing of the same. Any request by Resident(s) for inspection, repair, replacement, or installation of an alarm or extinguisher must be in writing.

C. Responsibility for compliance with applicable zoning or code provisions shall be that of Resident(s). Only new homes (never previously occupied) and used homes which have been approved in advance in writing by Community Management as acceptable for location within the Community will be allowed in the Community. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to the Community Owner. Written approval from the Community Owner is required prior to the commencement of any work. All persons involved with the move in and set up of the home must have adequate general liability and worker's compensation insurance. All liability associated with the move in shall be the responsibility of Home Owner.

D. Manufactured homes must be placed in a uniform manner, properly blocked, set and all utilities connected in accordance with the applicable local, city or county code and/or regulations and with Community Management's specifications. Manufactured homes must be anchored immediately, as required by governmental regulations.

E. Home Owner agrees that the following standards and requirements shall be met and completed, if required by applicable ordinance, under a building permit issued by the city or county building department or other applicable local agency and approved by Community Management:

(1) All new manufactured homes entering the Community must have removable hitches which shall be removed upon anchoring, and older manufactured homes moved into the Community after the effective date of these Standards which do not have hitches which are designed to be removed, shall nonetheless be removed and the gap area restored.

(2) The manufactured home must be skirted on all sides with vinyl or materials and in colors or styles approved by Community Management. Skirting must be completed within 30 days of delivery of the home in the Community, and must be maintained regularly to insure a uniform and attractive Community.

(3) Entry steps and stoops approved by Community Management must be installed on all new manufactured homes entering the Community, and on existing homes in the Community if required by code requirements with appropriate skirting, at all entrances to the manufactured home. All steps (both front and back door) on such new homes and on existing homes where required by local code requirements, must have an adequate handrail running the entire length of the steps.

(4) No air conditioning unit shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This

limitation does not apply to window air conditioning units installed prior to the effective date of these Standards). Central air conditioning must be installed in manufactured homes coming into the Community.

(5) No aluminum foil, blankets, towels, or the like shall be placed in any window of the manufactured home.

(6) No fences are permitted except those installed by the Community Owner or otherwise expressly consented to in writing by the Community Owner.

(7) The use of propane tanks for use with gas appliances within the home or for home heating is only permitted if the installation is in compliance with applicable building codes and other provisions of law. Propane tanks for use in outdoor grills or similar devices are not permitted in any area directly visible to any street.

(8) Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets or the like shall not be used as a window covering or shade device.

F. All of the materials utilized in connection with the erection and completion of the manufactured home as contained within these Standards shall be of a quality, type, style, color and pattern approved in advance in writing by Community Management. Community Management shall have approval rights over the manner of installation or attachment of the home and of any accessory structures, and all installation and construction shall be consistent and compatible with other homes in the Community. All installations shall comply with federal, State and local laws, codes and regulations, and shall comply with all standards referenced within these Standards and the Lease Agreement.

## 2. LOT IMPROVEMENTS/MAINTENANCE BY RESIDENTS.

A. Improvements are encouraged; however, any construction of or addition to a manufactured home (other than those required improvements identified in paragraph 4.E above), and its location, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, stone or concrete walkways, and the like, will not be permitted unless the Resident obtains prior written approval from the Community Management and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Resident. Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community Residents. In addition to all other remedies available to it, Community Management may require Resident to remove any unapproved construction or addition at the expense of Resident. Resident shall consult the Community Management before doing any digging, as certain utility and service connections are

underground and Resident shall call for any required utility location. Cost of repairs for damaged underground services will be assessed to the Resident who damages any underground service. Each Resident is responsible for the submission of complete plans and/or permits for anticipated alterations showing compliance with these Standards, county building and zoning codes, and other restrictions of record. All improvements must be completed within a reasonable amount of time and in accordance with all state, county, city, or other municipal laws, rules and ordinances and subject to such governmental approval as required.

B. Where the Community has provided a paved parking area on the lot, the Resident, at Resident's expense, is responsible for maintaining this paved area, and if damaged by Resident or guest(s) during the tenancy, the Resident must repair same. This obligation includes any oil spill or leak.

C. In the event the Home Owner wishes to extend the paving available to his/her lot for use of a vehicle, he/she may do so after obtaining written permission from Community Management, and at the sole cost and expense of the Home Owner. All work must be performed to specifications approved by Community Management in writing in advance.

D. Residents must secure their street numbers on the front of the manufactured home, placed consistently with surrounding homes.

E. No basketball hoops (either portable or stationary), weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances or derelict vehicles are permitted on the residential lot. Swing sets may be permitted if prior written approval is received before installation, installation is done in a manner that is safe and does not disrupt the privacy of neighbors, the swing set is well maintained, and the Resident does not allow use except under Resident's supervision. Resident hereby indemnifies and holds harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns and agents with respect to any claims, damages, loss or cause of action arising from the use of the same. No pools are permitted except temporary "toddler" wading pools that are less than 5 feet in diameter and no more than 6 inches deep. Said approved "toddler" pools must be emptied and stored away in an acceptable location following each and every use, and may never be left unattended while containing any amount of water. Resident may not post "Beware of Dog" or "No Trespassing" type signs at the residential lot or on the home or in the windows of the home.

F. Only umbrella-type clotheslines are permitted; however, prior written approval of their specific location must first be obtained from Community Management. All other types of clotheslines are prohibited and must be removed. Folding drying racks may also be used for clothing hung outside; standard manufacturers' heights must be used. Lines for hanging clothes outside and lines strung between trees or on carport supports will not be permitted. Clotheslines are to be



removed when the manufactured home is to be vacated for 2 months or longer. Under no circumstances may clothes be hung on deck rails or decks.

G. Utility sheds must be constructed of sturdy vinyl, aluminum, painted sheet metal or other finish siding material approved by Community Management prior to installation and must be anchored on a poured concrete slab or approved, sturdy wooden platform. They may not be erected on a patio slab. Wherever required, a permit must be obtained from the local city or county building department and from Community Management before installing the same. Size must meet the prior written approval of Community Management.

H. When undeveloped lots are available, the Home Owners who place homes on these lots may be required by Community Management to install a concrete driveway and sod the entire lot.

3. LOT MAINTENANCE. It shall be the responsibility of the Resident to ensure that his/her manufactured home and lot are properly maintained.

A. All Residents must maintain their manufactured home, yard, and all applicable buildings in compliance with all municipal, county and State housing and health codes. Each Resident shall be responsible for the maintenance and cleanliness of his/her lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the manufactured home, deck, stoop or patio. Resident shall be responsible for payment of all governmentally imposed fees and fines. Related to the lot.

B. There shall be no dumping of leaves, clippings or other debris into any drainage ditches adjacent to or on the Community property by anyone. If any such dumping occurs trash is dumped in such areas adjacent to Resident's lot, it must be removed at the Resident's expense. Each Resident must leave access to and through his/her lot and shall erect no fence, whether wooden, composition, electrical or otherwise, any form of pet restraining perimeter, whether above or below ground, or any other form of obstruction on his/her residential lot so as to allow unfettered access to and from the lot for purposes of maintenance and repair services.

C. All manufactured homes must be kept in good repair, including utility buildings. Residents must immediately repair any water leaks in or from pipes or fixtures in, on or under the manufactured home or lot. Broken windows, damaged exterior surfaces, peeling or substantially faded paint, dull exterior of a manufactured home, or dirt, grime or mildew visible from a Community roadway or an adjacent lot must be corrected. The exterior surfaces of the manufactured home, including the eaves and trim, shall be kept free of mildew or discoloration.. All exterior materials used in upgrading must be newly manufactured material (not scrap) and must be approved in writing by the Community Management prior to its use on the home.

D. As the manufactured home's appearance ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the manufactured home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

E. Any manufactured home that does not have skirting maintained in a neat and proper condition, in the opinion of Community Management, must have the skirting replaced with the approved skirting as set out above. If the present skirting is destroyed by windstorm, an act of God, or any other means, replacement skirting must be of the approved type. All skirting must be of a color consistent with the color of the home.

F. Should the Home Owner's manufactured home be destroyed by fire, windstorm, an act of God, or by any other means, Home Owner must remove the salvage from the lot at the Home Owner's sole expense the earlier of 15 days from the date of such event or from the date of the mailing of written notice from Community Owner to Home Owner requesting removal, unless a longer period for removal is provided by applicable ordinance or law. Should the Home Owner fail to remove the salvage from the lot in accordance with these Standards, the Community Owner may remove the salvage and seek reimbursement from the Home Owner for all out of pocket costs, and attorney's fees and costs of collecting the amounts from the Home Owner.

G. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary for Resident(s) to receive prior written approval from Community Management before planting. Nonetheless, with Management's prior written approval small plants and shrubs planted by Resident may be removed when vacating the lot. Sod must be replaced by Resident where planting is removed. Existing trees or shrubs must not be damaged or removed by Resident without prior written permission of Community Management. Resident is responsible for trimming and maintenance of all shrubs and bushes located on the residential lot. Community Management will maintain trees, shrubs and any other horticultural amenities in Community common areas, as well as trim and/or remove trees that in its sole discretion are safety hazards located either in common areas or on residential lots. Residents are required to maintain their residential lots including, but not limited to, yards, shrubs and garden areas in a well-groomed manner at all times. If Community Management receives a written request, the basis of which in Community Management's sole discretion is not safety related, to trim or remove trees and/or shrubs located on a residential lot, then such service as consented to by Community Owner shall be at the expense of the requesting Resident.

H. Residents who are going to be absent from the Community for more than 2 weeks must notify the Management office as to what arrangements have been made for the necessary

grounds care. Community Management reserves the right to do the necessary work at Resident's expense so that the lot will meet these Standards.

#### 4. VEHICLES.

A. Inasmuch as Community Owner's manufactured home Community is maintained as a private enterprise, its streets are private and not public thoroughfares.

B. If off street parking is provided at Resident's lot, then Resident must park his or her vehicles on his or her own lot. The Resident is permitted a total of 2 vehicles per lot, provided there is adequate room. Without prior written consent of Community Management, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. All vehicles must have liability insurance in the minimum amount required by State law, but at least \$15,000. Unless otherwise provided by Community specific rules, the street right-of-way may not be used for parking except for guests, provided they do not remain more than 5 hours. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community and not on other Residents' lots. Unless expressly allowed by Resident's Lease Agreement, parking on roadways within the Community or on lawns, swales, green areas or vacant lots or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the Community. All other vehicles must be removed from the Community. Community Management will ban from the Community any vehicles that, in its sole judgment, interfere with the peace, privacy, and/or general welfare of other Residents or with the appearance of the Community. Vehicles in violation of these Standards may be towed away without notice, or with such minimum notice as is required by applicable law, at the registered owner's expense, payable to the towing service and not to the Community Owner. Residents are responsible to insure that guests' vehicles comply with these standards.

C. Mechanical or other repair of vehicles, boats or trailers is not permitted at a residential lot or elsewhere within the Community. Vehicles without current licenses, inspection stickers and tags, or which are inoperable or in a state of disrepair including, but not limited to, those which are rusted, dented, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, State or federal agency. No vehicle may be on jacks, blocks or ramps at any time other than for emergency tire changes lasting no longer than 30 minutes. Due to the safety hazard it presents, any vehicle left on jacks, blocks or ramps is subject to towing, as provided by applicable law, and vehicles on roadways are subject to immediate towing without notice, or with such minimum notice as may be required by applicable law, at the vehicle owner's expense.

D. No truck larger than three-quarter (3/4) ton with pickup bed will be permitted in the Community. All commercial trucks, boats, off-road vehicles, campers, motor homes, step vans, or other large vehicles, specifically including semi or tractor trailer trucks, are not permitted in the Community unless stored in a designated area when and if such area is available and storage fees as applicable are paid. Campers, motor homes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but never overnight. No person may remain overnight or otherwise reside in the Community in any camper, motor home or similar vehicle.

E. Motorcycles and mopeds operated by a Resident will be permitted only as transportation on Community streets via the shortest route in and out of the Community. No recreational or joyriding will be permitted within the Community by Residents or guests.

F. ATV's, minibikes, dirt bikes, go-carts, or any motorized vehicles not properly licensed are prohibited in the Community. All permitted vehicles must have factory-type quiet mufflers. No unlicensed off- road vehicles will be permitted within the Community.

G. Speed bumps, if installed, are a safety factor. The Community Owner or Community Management is not responsible for any damage or personal injury resulting from contact with a speed bump.

H. Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits or, if no signs are posted, must observe a speed limit of 10 miles per hour and must obey all "stop signs" or other posted warnings. A FULL STOP must be made at all stop signs. All of these Standards will be enforced as this is for the safety of our Community Residents. Residents must inform all visiting guests/invitees about the speed limit and the aforementioned rules.

I. Bicycles, golf carts and pedestrians have the right of way, and must observe all traffic rules.

J. Only individuals having a current and valid driver's license may operate a motor vehicle in the Community.

A. No more than 2 authorized vehicles may be allowed for each mobile home.

## 5. PETS.

A. Pets are permitted only with prior written permission of the Community Management. Residents are required to formally apply to the Community Management for permission to bring a pet into the Community before the pet is allowed to be brought into the Community. Community Management reserves the right to make decisions on pets on a case by case basis. Community Management can at any time terminate approvals granted for pets based upon incomplete or inaccurate information.

B. Completion of the written application form by the Resident shall be required before approval of any pet will be considered. All information required on the application shall be provided with complete detail as requested. Such items requested shall include, but not be limited to, the name of the pet, the breed, the adult size of the pet (height and weight), the pet license tag number and current vaccination status of the pet, the veterinarian for such pet, the length of time that said pet has been with the Resident and any history of the pet as it pertains to barking, attacking, growling, biting, other menacing behavior or law suits occasioned by its behavior. The application shall be signed and dated by the Resident. Any false or incomplete information on the application, including that of the mix or breed of the pet, will be deemed absolute grounds for rejection of the pet, and shall constitute a violation of the Standards if the pet is not immediately removed.

C. When a written application is submitted, the Resident shall bring it to Community Management with proof that the pet has a valid and current pet license (if a license is required by law), and that the pet has received all required vaccinations and inoculations. Resident shall also bring the pet to Community Management for a visual assessment. Annually, Resident shall be required to provide to Community Management proof of a current pet license and of vaccinations and/or inoculations as are required. This documentation shall be copied and presented to the Community Management within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

D. No pet with a history of biting or attacking any person shall be allowed or approved. Any Resident or prospective resident who has previously been sued because of damages caused by any pet for which approval is being sought shall be denied permission for such pet to be brought into the Community.

(1) DOGS

(a) The following breeds are not permitted under any circumstances, regardless of whether prior approval for the same has been acquired: Doberman Pinschers, German Shepherds, Rottweilers, Pit Bulls, Staffordshire Terriers, Chow Chows, wolf/dog mixes and any dog which is a mix of the above breeds. Properly trained and well-behaved "house dogs" of small to moderate sized breeds capable of being comfortably maintained indoors, for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by the local animal control) is current and is maintained current are permitted, provided that their behavior does not in any way become a nuisance to neighboring Residents. Applicants for residency in the Community and Residents of the Community who wish to acquire a dog must provide evidence of such immunization and licensing to Community Management in conjunction with the approval process.

(b) Dog owners are required to demonstrate full control of their dog and its acceptable behavior. If a complaint is received by Community Management regarding the

behavior of a particular dog, which Community Management in its sole discretion determines to be valid, Community Management may require either that the dog be permanently removed from the Community or that the Resident provide evidence of successful formal obedience training by organizations operating to American Kennel Club standards, or equivalent.

(a) Dogs must be kept inside the manufactured home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on the Resident's lot or on the common areas or entrances to the Community. When outside the confines of the home, all droppings must be immediately removed by the Resident. In no event may a dog be permitted to trespass on another Resident's residential lot.

(b) Dogs shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the manufactured home of the dog's owner. No outside fences or pet restraining perimeters, whether above or below ground, dog houses, dog runs, cages, or other containers or forms of restraint of any kind for the retention of pets will be permitted on the lot.

(c) One (1) dog shall be permitted in any manufactured home. The only exception to this rule is that a dog owner with 2 otherwise qualifying dogs who is applying for residency in the Community and who would otherwise qualify for residency, will be approved, provided said dog owner signs a written statement stating that when either of the 2 dogs dies, or otherwise leaves or is removed from the Community, it will not be replaced.

(d) Persistent barking by any dog at any time of the day or night constitutes unacceptable dog behavior.

(e) Community Management will investigate any and all written complaints concerning dogs from any neighboring Resident. When dog owners are determined by Community Management to be out of compliance, the dog owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Standards.

## (2) CATS

(a) Domesticated cats for which immunization and licensing in compliance with the local animal control ordinance (or other comparable municipal ordinance accepted by local animal control) is current and is maintained current are permitted. Applicants for residency in the Community and Residents in the Community who wish to acquire a cat must provide evidence of such immunization and licensing to Community Management.

(a) Cats must be kept inside the manufactured home except when taken outdoors on a leash for reasonable outdoor exercise periods.

(b) Cats shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the manufactured home of the cat's owner.

cat's owner. No outside fences or pet restraining perimeters, whether above or below ground, or other forms of restraint of any kind for the retention of pets will be permitted on the lot.

(b) One (1) cat shall be permitted in any manufactured home. The only exception to this rule is that a cat owner with 2 otherwise qualifying cats who is applying for residency in the Community and who would otherwise qualify for residency, will be approved, provided said cat owner signs a written statement stating that when either of the 2 cats dies, or otherwise leaves or is removed from the Community, it will not be replaced.

(c) Community Management will investigate any and all written complaints concerning cats from any neighboring Resident. When cat owners are determined by Community Management to be out of compliance, the cat owner will be given written notice of such non-compliance, which may lead to eviction for non-compliance under these Standards.

(d) Persistent howling which is audible outside the manufactured home by any cat at any time of the day or night constitutes unacceptable cat behavior.

(1) BIRDS

(a) Pet birds whose singing or other noises are not audible outside the Resident's manufactured home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

(b) Community Management will investigate any and all written complaints concerning birds from any neighboring Resident. When bird owners are determined by Community Management to be out of compliance, the bird owner will be given written notice of such non-compliance, which can lead to eviction for non-compliance under these Standards.

(2) OTHER ANIMALS. No other agricultural or wild animals, poisonous creatures or exotic creatures such as pigs, chickens, iguanas, snakes, ferrets, etc., are permitted in the Community.

E. Residents shall hereby be liable for and shall defend, indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, agents, and assigns from all personal injury or property damage caused by pets. In addition, Residents shall comply with all provisions of any rules, regulations and ordinances of any governmental authority or agency and the laws of the State with respect to dogs, cats and other pets.

F. Without the prior written approval of Community Management, pets belonging to daily visitors and/or overnight visitors of Residents must be boarded outside of the Community. However, guests' service animals are permitted.

G. Pets are specifically prohibited from the Community office and from other Community or recreation buildings or facilities.

A. Feeding of stray or wild animals is prohibited.

H. Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Community Management may, but is not obligated to, first attempt to return the animal to its owner.

6. TRASH/GARBAGE.

A. All garbage must be wrapped and placed in a garbage container and securely closed at all times. Until ready for pickup, containers are to be placed in an area not noticeable from the street. Yard trash and cuttings must be put in plastic bags containing no trash. Limbs must be tied in bundles, none over 3 feet in length. Cardboard boxes must be broken down flat. Trash containers may not be placed at pickup locations any earlier than 6:00 p.m. the evening prior to pickup service, and containers must be removed from pickup locations within 12 hours of pickup service.

B. Items such as, but not limited to, sanitary napkins, condoms, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons (including those labeled “flushable”), and the like are not to be disposed of in manufactured home or Community toilets or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the Resident who occupies the space from which the foreign object originated. All costs of collecting the expense of purging the lines, including reasonable attorney’s fee in the event said Resident fails to pay the expenses within 5 days after written demand, shall also be the burden of the Resident.

C. The garbage company will pick up trash according to their own schedule and rules. All rubbish and garbage must be securely bagged in plastic bags and put inside plastic containers with locking lids. Residents are responsible for cleaning up any scattered or remaining residue resulting from collection. It is the Resident’s responsibility to remove any trash the garbage company will not handle. Residents shall not dispose of hazardous waste in garbage containers or anywhere in the Community.

7. ANTENNAS.

A. In order to maintain an attractive Community, Residents are strongly encouraged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas, which may be provided by Community Management, 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 one meter (39”) in diameter and must be installed in a manner that complies with all applicable codes, city and State laws and regulations and manufacturer instructions. Outdoor reception devices must be installed on Resident’s home or on the ground of Resident’s lot in a location which is not visible from the street and which is reasonably acceptable to Community Management, or if such placement sufficiently



impairs the quality of reception, it must be installed on the home or lot in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible.

B. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may it be installed on or encroach upon any common area or restricted access to property located within the Community. Due to safety concerns posed by winds and the risk of falling reception devices and masts, outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of 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.

C. A policy of liability insurance covering such foregoing injury or damage must be maintained by Resident and proof of such insurance must be provided to Community Management. Upon the removal of the outdoor reception device or the termination of Resident's tenancy, Resident must restore the lot and/or manufactured home to its original condition. If Resident violates any of these Standards, Community Management may bring an action before the FCC or before any court of competent jurisdiction for declaratory relief and Community Management may recover from Resident a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these Standards. The laws applicable to these Standards described above are subject to interpretation and change. Therefore, Residents are advised that future changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices.

D. Prior written permission from Community Management must be obtained before installation of any kind of antenna (over-the-air antenna, DBS satellite dish or multi-channel multipoint antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community. No radio, CB or shortwave antennae is permitted at the manufactured home lot or on the manufactured home. "Rabbit ears" are permitted inside the manufactured home, as well as any other inside receiving device; satellite dishes are prohibited except those designed for direct broadcast satellite (DBS) services and which are one meter (39") or less in diameter.

## 8. RESIDENT CONDUCT.

A. Noise or conduct that Community Management finds objectionable, that disturbs the peaceful enjoyment of the Community by neighbors, or is deemed a nuisance to other Residents, that materially interferes with Community Management's operation of the Community or that constitutes

a breach of the peace is prohibited. Loud noises, annoying parties, and abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the manufactured home or inside the manufactured home if audible outside the home, are not permitted in the Community. All Residents and their family members, invitees and guests must conduct themselves in an orderly fashion and must ensure that they behave in such a manner as not to annoy, disturb or interfere with other occupants of the Community. Residents are requested to keep noise levels from whatever source to a minimum. Noise which can be heard outside the residential lot from which it originates will be considered too loud. Written complaints filed with Community Management by other Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Standards.

B. Residents and those persons residing with Resident shall not allow anything to be done on the residential lot or in the home, including the operation of any equipment or machinery that may result in serious property damage to the home, residential lot or Community in which the home is located or that is disturbing to other Residents. Residents and those persons residing with Residents shall not allow any activity that may constitute or create a liability on the part of Community Owner or interfere with the quiet enjoyment of other Residents.

C. No alcoholic beverages may be used or consumed on or in any common area or recreational facility of the Community. Smoking is not allowed in the clubhouse or any other Community structure.

D. Residents will be held responsible for their guests' conduct. Neither Residents nor their guests may sleep in vehicles.

A. Use or possession of illegal drugs within the Community are strictly prohibited and will not be permitted.

B. Criminal activity in Community is strictly prohibited and will not be permitted.

(1) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as such term is defined by applicable laws.

(2) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near the manufactured home, leased lot, or otherwise.

(3) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, will not permit the manufactured home to be used for, or facilitate criminal activity on or near the leased lot or otherwise, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(4) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance (as such term is defined by applicable laws), at any location, whether on or near the manufactured home, leased lot or otherwise.

(5) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the Community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot or otherwise, or any breach of the Lease Agreement that jeopardizes the health, safety, welfare or peaceful existence of the Community Owner, Community Management, or other Residents, or involving imminent or actual property damage.

(6) VIOLATION OF THESE STANDARDS MAY BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for immediate of the Lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

C. Open fires may not be built on any property within the Community.

E. No firearms, other forms of weaponry capable of firing dangerous projectiles, or firecrackers are to be discharged in the Community.

F. Residents shall not loiter or wander on the streets of the Community after the hour of 9:00 p.m.

9. COMMUNITY OWNER ACCESS TO MANUFACTURED HOME AND MANUFACTURED HOME LOT. Pursuant to Section 327C.14, Minnesota Statutes the Community Owner and Community Management have the right to access to a mobile home without the Home Owner's prior written consent to prevent imminent danger to an occupant of the mobile home or to the mobile home. The Home Owner may give the Community Owner or Community Management such other written consent for access to their mobile home as they see fit and such consent may be revoked in writing by the Home Owner at any time. The Community Owner has the right to enter

onto the mobile home lot for purposes of repair and replacement of utilities and protection of the mobile home park at all reasonable times, but not in such manner or at such time as to interfere unreasonably with the Home Owner's quiet enjoyment of the lot.

0. SOLICITING OR PEDDLING. Soliciting or peddling is not permitted in the Community. Vendors, peddlers and agents (including representatives of nonprofit organizations) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

14. BUSINESS. No business or commercial enterprises shall be permitted to be operated by any Resident, or any guest or invitee of any Resident, from or within the Community and no advertising signs may be erected on the Resident's lot or manufactured home. Babysitting for compensation is a commercial enterprise and is prohibited within the Community except by written consent of Community Management. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed; however, if complaints about such babysitting activities are received by Community Management, it reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A "business" also includes any commercial enterprise which: (i) is required to be licensed by local or State law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the manufactured home; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents; or (vi) involves the purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, subleasing, renting or other business use.

15. LAWS. Resident must comply with all obligations imposed on mobile home owners by applicable provisions of building, housing and health codes, and must obey all federal and state laws and local ordinances related to or concerning the health, safety or welfare of other Community residents.

16. WEAPONS. The use or display of weapons in the Community by Resident(s), members of Resident's family or guests or invitees including, but not limited to, firearms, paint ball guns, air rifles, bows and arrows, slingshots, or any other type of weapon, is prohibited.

17. PATIOS OR DRIVEWAYS. Only standard lawn or patio furniture will be permitted on patio, lawn or driveway. The patio and driveway are not to be used for storage of any items including, but not limited to, household furniture and appliances, boxes, lawn equipment, exercise equipment and motor vehicles.

18. **GUESTS.** Guests shall not stay in the Community more than 15 consecutive days or 30 days in any year without written permission from Community Management. Residents shall be solely responsible for the conduct of their guests. All guests must comply with these Standards. Guests shall not be permitted to reside or stay in the Community in the absence of the Resident. Seasonal occupants are requested to notify Community Management of the period(s) during which the manufactured home is vacant. Guests must be signed in and out upon arrival in the Community. Without prior written consent of Community Management, guests will not be allowed to bring a dog or any other animal into the Community with them at any time, even for a daily visit. Service animals are permitted in accordance with applicable federal law. Any guest 18 years of age or older staying with a Resident in excess of 30 consecutive days shall be considered an applicant for permanent residency in the Community, and shall be subject to the Standards including, but not limited to, the obligation to make application for residency and to satisfy the requirements of residency. Community Management may request, a guest to promptly vacate the Community upon a finding that the guest has stayed past the time permitted by these Standards or has committed a violation thereof.
19. **LIENS.** To the extent permitted by law and contract, the Community Owner will have a legal possessory lien on the Home Owner's manufactured home located within the Community for any unpaid lot rental amount, including late charges and utilities, assessment of damages caused by Home Owner or guests, and for any other recoverable expense under these Standards.
20. **COMPLAINTS AND NOTICES.** All complaints must be made in writing at the office of Community Management. If Resident has any complaints, recommendations, etc., please discuss them with the Community Management. Avoid passing rumors on to others. Come to the office—Community Management will do everything possible to address your concerns. Community Management is not responsible for delivery of personal notes, messages, etc.
21. **MAINTENANCE REQUESTS.** All requests for Community maintenance must: (1) be submitted to Community Management in writing at the Community office; (2) reflect the date of submission; (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting Resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management.
22. **USE AND OCCUPANCY.** The residential lot shall be used solely for the purposes of placing a manufactured home thereon for the residential use and occupancy of Resident. Without prior written consent of the Community Owner, the lot may not be occupied by more than 2 persons per bedroom.
23. **LIABILITY FOR DAMAGES.** Community Owner shall not be liable for any loss of, or damage or injury to, the person or property of Resident, any member of Resident's household or any occupant, guest, or invitee on the residential lot, caused by but not limited to: (a) any condition of the lot; (b) any act, fault, or neglect of any Resident, a member of any Resident's household, or any

occupant, guest or invitee of any Resident or of any occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage, odors, electrical current, insects, mold, mildew, fungus, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by Community Owner's active or willful misconduct. Resident does hereby indemnify and hold harmless Community Owner, its affiliates and its and their officers, directors, employees, assigns, and agents from any loss, cost, damage, or expense arising out of any claim or cause of action asserted by any person because of any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any Resident, member of Resident's household, or occupant of the lot, or of any guest or invitee of any Resident or occupant of the lot.

24. **INSURANCE.** The Community Owner does not provide insurance for Home Owner's manufactured home located on the residential lot or any of Resident's personal property. Resident is responsible for obtaining insurance, at Resident's expense, to cover loss or damage to his/her manufactured home and/or personal property.

25. **GOVERNING LAW.** The Community Owner-Resident relationship created by the Lease Agreement and these Standards shall be governed by applicable federal law and the law of the State of Minnesota. It is the intent of Community Owner and Resident to comply with applicable laws and that applicable federal and State law shall override any provision of these Standards that may be contrary to same.

26. **SUBLEASING AND RENTING.** No portion of the residential lot or manufactured home may be subleased, rented or leased by Resident. Any such act shall be void and shall constitute a default by Resident under the Lease Agreement. Community Management may lease any manufactured home it owns and places on Community lots. Any subleasing without Community Owner's written consent shall be void, and shall constitute a default by Resident under the Lease Agreement. Neither residential lot leases nor manufactured home leases are transferable. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of rents shall be deemed to be a waiver of this provision, or acceptance of the subtenant or occupant as a tenant, or a release of the Resident(s) from further performance by Resident(s) of the provisions of the Lease Agreement and these Standards.

27. **LEASE AGREEMENT TERMS AND CONDITIONS.** A written Lease Agreement will be required of all new Residents prior to occupancy. Whether or not Resident chooses to execute a written Lease Agreement, Resident is subject to Minnesota statutes. All of the terms and conditions of these Standards for Community Living are specifically incorporated by reference in the Lease Agreement. The Schedule of Use Fees is attached hereto as Supplement A.

28. **DEFAULT AND EVICTION.** Any violation of these Standards for Community Living, the Lease Agreement or Minnesota Statutes, shall, at Community Owner’s option, be grounds to terminate the Lease Agreement, and Resident, together with Home Owner’s manufactured home, shall be subject to eviction in accordance with the procedures prescribed by Minnesota Statutes.
29. **WAIVER.** No waiver of any default by Resident shall be implied from any omission by Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lease Agreement or these Standards by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by Resident requiring Community Owner’s consent shall not be deemed to waive or render unnecessary Community Owner’s consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.
30. **SPECIAL EXCEPTIONS.** Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Standards when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health and safety of the other Residents of the Community. For example, variances to these Standards may be granted by the Community Management due to space limitations, design considerations, in cases where the intent of a Rule or Regulation is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.
31. **SURVIVAL.** If any portion of these Standards is found to be void or unenforceable by a court of competent jurisdiction, the balance of these Standards shall remain in full force and effect, so long as the general intent of the parties continues to be met. To the extent State or local law is inconsistent with any terms of these Standards, such State or local law shall control the relationship between the parties hereto.
32. **OFAC REPRESENTATION.** Resident hereby represents that neither Resident nor any person who resides or is proposed to reside with Resident in the Community is or will be a Prohibited Person, as that term is hereinafter defined. A “Prohibited Person” is any entity, person, or party: (i) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 (“EO13224”); (ii) whose name appears on the United States Treasury Department’s Office of Foreign Assets Control (“OFAC”) most current list of “Specifically Designated National and Blocked Persons” (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/ofac/t11sdn.pdf>) (the “OFAC List”); (iii) who commits, threatens to commit or

supports “terrorism,” as that term is defined in EO 13224; or (iv) who is otherwise affiliated with any entity or person listed above.

0. RADON GAS NOTIFICATION: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building, in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Minnesota. Additional information regarding radon and radon testing may be obtained from your county public health unit. The Landlord has NOT tested for radon gas and therefore makes no representations regarding the presence of such gas. Tenant waives any and all actions against Landlord related to the presence of Radon Gas.

Any violation, infraction, breach, or default of these Standards for Community Living is grounds for termination of resident's Rental Agreement and eviction from the Community in accordance with Minnesota Statutes.

SUPPLEMENT A

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|--------------------------------|--|---|
| 1. Investigation/credit check: | \$35 for a single person<br>\$50 for a married couple<br>\$15 for each additional resident over 18 years old | Due at the time of application, this one-time charge will cover costs for determining eligibility, including credit worthiness, of any applicant for residence in the park. This fee will be charged by the Community Owner, as allowed by law, in qualifying a prospective tenant in the park. |
| 2. Late Payment Fee:           | \$35 (not to exceed 8% of the payment amount)  | All payments received at the above address after 5:00 p.m. on the 5 <sup>th</sup> day of the month will be subject to a late payment fee. Rent is considered to be paid on the date that the check is received by Landlord, not the date that it is mailed.                                     |



