

TIMBER RIDGE PARK, LLC
AMENDED RULES AND REGULATIONS

A. PURPOSES OF AMENDED RULES AND REGULATIONS.

The purposes of these Amended Rules and Regulations (hereafter “Rules and Regulations”), is to set forth requirements and procedures to assist the Landlord in promoting and fostering a healthy, convenient, safe, secure and pleasant environment for all Tenants and Tenants’ Residents, Guests, Invitees and Visitors, to preserve the property of Tenants, Residents, Guests, Invitees, Visitors and the Park from damage, to prevent injury to Tenants, Residents, Guests, Invitees, Visitors and Park employees, agents and representatives, and to fairly distribute Park services and maintain the facilities in the Park for the benefit of the Tenants. Tenants’ vigilant and ongoing adherence to these Rules and Regulations regarding Tenants’ maintenance and upkeep of Tenants’ mobile homes, Lots, improvements and personal property located on the Tenants’ Lot, and regarding the conduct of Tenants, Residents, Guests, Invitees and Visitors, is required. Tenants’ observation of and adherence to these Rules and Regulations will promote and accentuate the highest standards of our mobile home community. To fulfill the aforementioned purposes, Tenants’ consideration of, and cooperation with, other Tenants of the Park, their Residents, Guests, Invitees and Visitors, as well as the Park’s Administration, is required.

The following Rules and Regulations shall apply to all Tenants, Residents, and their Guests, Invitees and Visitors. All Tenants, Residents, and Tenant’s Guests, Invitees, and Visitors shall adhere to and abide by these Rules and Regulations, and as hereafter amended. Failure to abide by and adhere to the terms and conditions set forth in these Rules and Regulations, and as hereafter amended, will result in those sanctions and penalties, including, but not limited to, fines and the possible eviction of the Tenant and Residents of Tenant’s mobile home. Tenants hereby agree to allow Landlord to periodically inspect Tenant’s Lot and exterior portion of Tenant’s mobile home and, upon reasonable notice, to allow Landlord to inspect the interior of Tenant’s home, in accordance with the provisions of the Lease Agreement, to determine whether Tenant is abiding by the terms of the Lease Agreement and these Rules and Regulations, and as hereafter amended. These Rules and Regulations **shall be effective on JANUARY 15, 2018** and shall supersede all prior Rules and Regulations with an effective date prior to the effective date of these Rules and Regulations. The Landlord reserves the right to enact Park Policies to address topics not addressed in these Rules and Regulations and to further explain matters, prohibitions and requirements addressed in these Rules and Regulations. Copies of these Rules and Regulations and Park Policies shall be available, in English and in Spanish, in the office of the Administration. Please advise the Administration, in writing, should you need additional, reasonable accommodations regarding the Rules and Regulations or the Lease Agreement. (e.g., font size enlargement; assistive listening devices or narration; etc.)

B. DEFINITIONS.

1. **Administration.** “Administration” refers to the individuals involved in the day-to-day management and operation of Timber Ridge Park, LLC., and their agents and representatives.

2. **Child or Children.** A “Child” or “Children” shall mean (i) a Tenant’s or a Resident’s natural-born or adopted son or daughter, who are under the age of eighteen (18) years of age; or (ii) an individual, under the age of eighteen (18) years of age, for whom Tenant, or Resident is a lawful guardian or is in the lawful custody of the Tenant or Resident.
3. **Common Area.** The “Common Area” of the Park are those areas within the Park which are available for the common use by all Tenants, Residents and Guests, Invitees and Visitors, subject to these Rules and Regulations. The “Common Areas” of the Park shall include, but not be limited to, the recreational facilities of the Park, the pools, the playground, parking lots, roads, streets, sidewalks and lakefront areas.
4. **Covered Electronic Device.** “Covered Electronic Device” shall have the meaning set forth in Section 10 of the Electronic Products Recycling and Reuse Act, as amended (415 ILCS §150/10). A “Covered Electronic Device” means and includes any computer, computer monitor, television, printer, electronic keyboard, facsimile machine (i.e., fax machine), videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail and taken out of service from a residence in the State of Illinois. “Covered Electronic Device” does not include any of the following: (i) an electronic device that is part of a motor vehicle or any component part of a motor vehicle assembled by or for a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle; (ii) an electronic device that is functionally or physically part of a larger piece of equipment or that is taken out of service from an industrial, commercial (including, retail), library checkout, traffic control, kiosk, security (other than household security), governmental, agricultural, or medical setting, including, but not limited to diagnostic, monitoring or control equipment; or (iii) an electronic device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional over or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump, or air purifier.
5. **HUD.** “HUD” is the abbreviation for the United States Department of Housing and Urban Development, a federal agency which, among other things, promulgates rules and regulations regarding the installation of mobile homes.
6. **Guest, Invitee and Visitors.** A “Guest,” “Invitee,” or “Visitor” is an individual who is invited to visit the mobile home or Lot of, or to take part in a function organized by, a Tenant or Resident. The invitation may be express or implied and shall only be effective on a temporary basis.
7. **Lawn Waste.** “Lawn Waste” is the portion of solid waste composed of vegetative or organic materials such as grass clippings, weeds, leaves, branches, dead flowers, twigs, tree trimmings, plants, brush, stems and roots and other garden or plant refuse that are typically generated in an outdoor setting. For purposes of these Rules and Regulations, “Lawn Waste” shall not include dirt.

8. **Landlord or LLC.** The “LLC” shall mean Timber Ridge Park, LLC, who, in its capacity as “Landlord” of the Park, rents the Lot to the Tenant in consideration for the Tenant’s monthly payment to the “Landlord”/”LLC” of rent and additional rent pursuant to the terms and conditions of the Lease Agreement and these Rules and Regulations. Included in the definition of “Landlord” and “LLC” are all members and managers of the LLC.
9. **Lease Agreement.** The “Lease Agreement” is the agreement between the Landlord and the Tenant wherein the Landlord, as the owner of the Lot, leases the Lot to the Tenant in consideration for Tenant’s monthly payment to Landlord of rent and additional rent, as provided for in the Lease Agreement and in these Rules and Regulations.
10. **Lot or Tenant’s Lot.** The “Lot” or “Tenant’s Lot” is the specific portion of land within the Park, as defined in the Lease Agreement, on which the Tenant may place, occupy and utilize its mobile home and reside in the Park.
11. **Park.** The “Park” refers to the land and improvements which comprise the development commonly known as Timber Ridge Mobile Home Park, and located on the land which is operated by the LLC as Landlord.
12. **Pet.** For purposes of these Rules and Regulations, a “Pet” is defined as a domesticated or household animal (e.g., dogs, cats, fish, small birds, etc.), kept by its owner for companionship or pleasure. Animals commonly described as farm animals, exotic animals, undomesticated and semi-domesticated animals and dangerous animals shall not be included in the definition of a “Pet,” and shall not be permitted to reside or visit the Park. These Rules and Regulations shall define the types of “Pets” which may, and may not, be permitted to reside in the Park. A “Service Animal,” as that term is defined in Timber Ridge Policy Number TR-0002, does not fall within the definition of a “Pet.”
13. **Resident.** A “Resident” is defined as an individual, other than the Tenant, who resides in the Tenant’s mobile home located on the Lot. All of Tenant’s or Resident’s Children who reside with Tenant in Tenant’s mobile home shall be considered “Residents.”
14. **Tenant.** A “Tenant” is defined as one of the parties who signs the Lease Agreement (the other party being the Landlord), who rents from the Landlord the Lot on which Tenant’s mobile home is located within the Park, in consideration for Tenant’s payment of the monthly rent and additional rent, as specified in the Lease Agreement and these Rules and Regulations. The Tenant, for the term of the Lease Agreement, shall have the right to hold and possess the Lot subject to the terms and conditions of the Lease Agreement and these Rules and Regulations.
15. **Vehicle.** A “Vehicle” is defined as a motor vehicle used for the transportation of individuals and property. These Rules and Regulations, among other things, shall define the types of “Vehicles” which may, and which may not, be permitted to be operated within the Park.

C. RULES REGARDING LOTS, HOME MAINTENANCE AND APPEARANCE.

• INSTALLATION OF MOBILE HOME AND IMPROVEMENTS.

Mobile homes moving into the Park must be a minimum of fourteen (14) feet wide and must be approved by Landlord prior to the move-in date of the mobile home. Landlord reserves the right to refuse admission of any mobile home which does not meet the standards established by the Landlord in these Rules and Regulations. Upon its arrival to the Park, Tenant's mobile home shall be set in place on the Lot by a HUD licensed installer engaged by the Tenant. All towing hitches must be removed immediately, by the HUD licensed installer, after the mobile home is placed upon the Lot. Landlord, at its sole option and in its sole discretion, has the right to refuse to allow any mobile home to be brought into, or to remain in, the Park if said mobile home, in the sole judgment of Landlord, is in a poor state of repair, is unsightly, unsafe, is in an uninhabitable condition, or fails to comply with these Rules and Regulations.

• MAINTENANCE OF MOBILE HOME, LOT AND IMPROVEMENTS.

Tenants must maintain their Lot, mobile home, and all landscaping, structures, and improvements located upon the Lot in good condition and repair, keeping such items in a neat, clean, orderly and well-kept fashion, and keeping them free of any litter, garbage and rubbish. The exterior of the Tenant's mobile home shall be washed (or pressure washed, if required by Landlord) at least once a year by, or at the direction of Tenant, all costs and expenses thereof to be paid by Tenant. Tenant shall have the number of calendar days set forth in any notice to maintain, clean and/or wash, repair or replace any such structures, improvements, or other items located on the Tenant's Lot, including, but not limited to Tenant's mobile home. Tenant must keep all the windows of the mobile home clean and in good repair, free of cracks and other damage. Only conventional window treatments, curtains or blinds will be permitted as window coverings—no aluminum foil, cardboard or bed sheets, and the like, will be allowed to function as window coverings or treatments.

• DECKS AND PATIOS.

Any decks and patios to be placed upon Tenant's Lot shall be subject to the pre-approval of the Landlord, and shall be built according to the specifications submitted by Tenant to, and approved by, the Landlord. Such decks and patios are not to be used as storage areas for any items of Tenant's or their Resident's personal property which have not been pre-approved by Landlord to be stored on the Lot or which have not been specifically allowed to be stored on the Lot by these Rules and Regulations. Storage of Tenant's personal property may be stored under any deck or patio provided the stored items are not visible from the streets aside Tenant's mobile home. Should Tenant fail to acquire the pre-approval of the Landlord for the construction of a deck or patio, Tenant must remove the constructed deck or patio per the terms of the notice delivered to Tenant, or delivered to a Resident in Tenant's mobile home over the age of thirteen (13) years of age, by the Landlord. Should Tenant construct a deck or patio in a manner which is inconsistent with the plans submitted by Tenant and approved by Landlord, Tenant shall modify the deck or patio to make it conform to the plans approved by Landlord or remove the deck or patio.

- **SKIRTING.**

Landlord shall have the right to pre-approve the type of skirting to be installed on Tenant's home, patio and deck. All skirting must be installed and maintained completely around Tenant's mobile home, including around any patio or deck attached or adjacent to the Tenant's mobile home. Tenant must maintain such skirting so that, at all times, the skirting is secure, neat, free from dirt, damage or defect. New skirting or skirting being replaced shall be pre-finished aluminum or vinyl of one color consistent with the color of the remaining skirting, if any. Tenant shall have thirty (30) calendar days after Tenant's mobile home is installed on the Lot to complete such skirting installation and shall have the number of calendar days as set forth in any notice to Tenant to complete any such repair, maintenance or replacement of such skirting. Should Tenant fail to acquire the pre-approval of the Landlord for the installation of the skirting, Tenant must remove the skirting per the terms of the notice delivered to Tenant, or delivered to a Resident in Tenant's mobile home over the age of thirteen (13) years of age, by the Landlord. Should Tenant install skirting of a type or in a manner which is inconsistent with the plans submitted by Tenant and approved by Landlord, Tenant shall modify the type of skirting or installation of the skirting to make it conform to the plans approved by Landlord.

- **CONSTRUCTION AND MAINTENANCE OF ITEMS ON LOT.**

No carports; garages, awnings, decks, patios, or other improvement(s) shall be constructed by Tenant, nor any changes, alterations or additions to the foregoing items or to the Tenant's mobile home shall be made by Tenant, without the prior written approval of Landlord, which may be given or denied in Landlord's sole discretion. All carports, garages, awnings, decks, patios, or other improvements shall be maintained by Tenant, at Tenant's sole cost and expense, in a sturdy, clean and sightly fashion. Tenant shall repair, maintain and/or replace such items when directed by Landlord. Additionally, no structure shall be attached to Tenant's home. All such approvals sought by Tenants and Residents of the Park from Landlord shall be made in the sole and exclusive discretion of Landlord, after Tenant has submitted plans and specifications for such improvements to Landlord, and Tenant has provided evidence of procuring all necessary permits for construction of the improvements, if needed. Any such consent given by Landlord may be revoked should the improvements be constructed inconsistent with the specifications approved by Landlord. No fences, of any type, height or style, will be constructed anywhere on Tenant's Lot without Landlord's prior written approval, which may be given or denied in Landlord's sole discretion. No poles or stakes may be driven into the ground by Tenant without the prior approval of Landlord, which may be given or denied in Landlord's sole discretion. Tenant and their guests are prohibited from tampering with any electrical meter or pedestal. Should Tenant fail to acquire the pre-approval of the Landlord for the construction of any of the aforementioned items, Tenant must remove the constructed item(s) per the terms of the notice delivered to Tenant, or delivered to a Resident in Tenant's mobile home over the age of thirteen (13) years of age, by the Landlord. Should Tenant construct an aforementioned item in a manner which is inconsistent with the plans submitted by Tenant and approved by Landlord, Tenant shall modify the constructed item to make it conform to the plans approved by Landlord or remove the item.

- **PAINTING.**

Landlord has the prior right of approval of the exterior color of any painting of any of the Tenant's improvements, including, but not limited to, the Tenant's mobile home, and may deny paint color choices or changes to paint colors if said color choice or proposed change creates an inconsistent appearance with other color choices in the Park. Should Tenant fail to acquire the pre-approval of the Landlord for the painting of the improvement, Tenant must re-paint the improvement per the terms of the notice delivered to Tenant, or delivered to a Resident in Tenant's mobile home over the age of thirteen (13) years of age, by the Landlord. Should Tenant paint an improvement in a manner which is inconsistent with the plans submitted by Tenant and approved by Landlord, Tenant shall repaint the improvement to make it conform to the plans approved by Landlord.

- **SHEDS.**

No sheds are permitted on the Lot without the prior written approval of Landlord, which may be given or denied in Landlord's sole discretion. At all times, such sheds shall be maintained by Tenant, at Tenant's sole cost and expense, in a sturdy, clean and sightly fashion. Should Tenant fail to maintain Tenant's shed in a sturdy, clean and sightly fashion, Landlord may, but is not obligated to, repair, paint or replace the shed. If Landlord performs any of such tasks, Landlord shall submit an invoice to Tenant for the costs of said labor services and any materials involved in performing said tasks, as well as an administrative fee of ten percent (10%) of the total costs of materials and labor services incurred or expended by Landlord. Such costs of labor and materials and the administrative fee shall be deemed additional rent, as that term is defined in the Lease Agreement, and shall be paid by Tenant to Landlord in accordance with the terms of the Lease Agreement. Any items of personal property which need to be stored away but which cannot be stored outside on Tenant's Lot, per the terms of these Rules and Regulations, shall be either stored in Tenant's home or in Tenant's shed. All sheds shall be made of wood or vinyl fiberglass materials. No shed may be larger than eight (8) feet X eight (8) feet, nor extend more than nine (9) feet above ground. Should Tenant fail to acquire the pre-approval of the Landlord for the construction of the shed, Tenant must remove the shed per the terms of the notice delivered to Tenant, or delivered to a Resident in Tenant's mobile home over the age of thirteen (13) years of age, by the Landlord. Should Tenant construct a shed in a manner which is inconsistent with the plans submitted by Tenant and approved by Landlord, Tenant shall modify the constructed shed to make it conform to the plans approved by Landlord or remove the shed.

- **PERMITS AND APPROVALS FROM GOVERNMENTAL AGENCIES.**

Regarding any such construction of improvements by Tenant on the Lot, Tenant shall be solely responsible for obtaining and paying for the required permits from any applicable governmental entities or agencies and shall always comply with the terms and conditions of the permit and all applicable laws, statutes, ordinances, rules and regulations. Tenant agrees to indemnify, defend and hold the Landlord, its owner-members, managers, employees, representatives and agents (for purpose of this section of the Rules and Regulations, collectively referred to as the "Landlord"), harmless from all claims, actions, liabilities or demands, of any kind whatsoever, filed or entered against the Landlord, the LLC, the Administration and its agents or representatives, as a result of Tenant's violation of any such permit, law, statute, ordinance, rules or regulations.

- **EVIDENCE OF INSURANCE FOR CONTRACTORS/SUB-CONTRACTORS.**

Prior to them performing any work for Tenant on the Tenant's mobile home or on the Tenant's Lot, all contractors and sub-contractors selected by Tenant to perform services for Tenant on the mobile home or Lot, shall submit to Landlord certificates of insurance satisfactory to the Landlord with coverages and limits acceptable to Landlord. Proof of an endorsement on the contractors' or sub-contractors' insurance policy naming "Timber Ridge Park, LLC, its member-owners, managers, employees, representatives and agents" as additional insureds, is required.

- **MAINTENANCE OF LAWN, TREES, BUSHES, WEEDS, ETC.**

Tenants must maintain, at Tenant's sole cost and expense, Tenant's lawn, all trees, bushes, flowers and other shrubbery located upon Tenant's Lot (whether or not Tenant planted the above-referenced items), and remove any weeds on Tenant's Lot. Should Tenant fail to maintain the lawn, remove the weeds and maintain such bushes, trees, flowers and other shrubbery (which shall include, without limitation, failure to regularly mow Tenant's lawn and remove weeds, trim and edge the boundaries of the lawn, trim and prune the trees and bushes and maintain the flowers on the Lot), Landlord may, but is not obligated to, perform said tasks. If Landlord performs said tasks, Landlord shall submit an invoice to Tenant for the costs of said services and any materials involved in performing said tasks. Any such invoice will include an additional administrative fee of ten percent (10%) of the total costs of materials and labor incurred or expended by Landlord. Such costs of labor and materials and the administrative fee shall be deemed additional rent, as that term is defined in the Lease Agreement, and shall be paid by Tenant to Landlord in accordance with the terms of the Lease Agreement. All trees, shrubs and bushes placed by Landlord on the Lot remain the property of the Landlord and shall not be removed by Tenant, without the prior written approval of the Landlord. No trees, shrubs, bushes shall be added by Tenant to the Lot without the prior written approval of Landlord, which may be given or denied in Landlord's sole discretion. Should Landlord determine that a tree, shrub or bush planted on the Tenant's Lot needs to be removed, Landlord reserves the right, at Landlord's sole discretion, to remove said tree, shrub or bush.

- **MAINTENANCE OF CONCRETE.**

All concrete, including, without limitation, driveways and parking spaces on Tenant's Lot, shall be maintained by Tenant in good condition and repair, kept clean and maintained free of oil, anti-freeze and all other sticky or petroleum-based substances. Tenant shall be responsible, at Tenant's sole cost and expense, for payment of all costs and expenses of cleaning or repairing any damage to the concrete caused by Tenant, by Residents of Tenant's home or by Tenant's Guests, Invitees, or Visitors. Tenants are responsible for keeping their own parking pad free from snow and ice and shall not deposit such snow and ice onto any portion of any street or upon the lot of another Tenant. Tenant shall be responsible, at its sole cost and expense, for all cleaning, maintenance, repair, replacement, paving or repaving or sealing of any concrete pads on Tenant's Lot. If Tenant fails to clean, maintain, repair, replace such paving or fails to repave or seal any of Tenant's concrete pads, Landlord may, but is in no way obligated to, perform said tasks on behalf of Tenant. If Landlord performs said tasks, Landlord shall submit an invoice to Tenant for the costs of said services and any materials involved in performing said tasks. Any such invoice will include an

administrative fee of ten percent (10%) of the total costs of materials and labor incurred by Landlord. Such costs of labor and materials and the administrative fee shall be deemed additional rent, as that term is defined in the Lease Agreement, and shall be paid by Tenant to Landlord in accordance with the terms of the Lease Agreement.

- **OUTSIDE STORAGE ON LOT.**

Unless specifically approved in writing by Landlord or as allowed by the Lease Agreement or by these Rules and Regulations, Tenant's personal property shall not be placed or stored outside on Tenant's Lot. This prohibition includes, but is not limited to, storage of the following outside on Tenant's Lot: furniture (other than lawn or patio furniture designed for outside use), appliances, cleaning tools (e.g., brooms, vacuums, mops, etc.), tools, gardening or lawn maintenance equipment, bicycles and toys, exterior antennas (except those used for the purpose of receiving satellite television/radio/internet), oil barrels and gasoline tanks, window air conditioning units, debris, refuse, litter, or any other items which are unsightly in appearance. Patio and lawn furniture, designed for outside use and barbeque grills and related equipment will be allowed to be stored outside on Tenant's property, if kept in good condition and repair and stored in a neat and orderly fashion. Fire place wood may be stored outside on the Tenant's Lot, but must be raised for storage at least one (1) foot above the ground and shall not be placed flush against any building or structure. All garden hoses are to be properly secured and neatly displayed. Nothing is to be hung, in any fashion, outside on Tenant's Lot to dry or air out or for any other reason. No storage is permitted under Tenant's home, except for towing hitches and axles from the mobile home or as otherwise allowed by the Landlord or allowed by these Rules and Regulations. Notwithstanding the foregoing, a Tenant may store their campers, boats and small trailers in their driveways for a period of not more than forty-eight consecutive hours, during the week.

- **RECREATIONAL OUTDOOR FIRE STRUCTURES/DEVICES**

Location. Recreational outdoor fire places (e.g., chimeneas,), prefabricated portable units or fire pits may be allowed on a Tenant's Lot. Each such recreational outdoor fire place, prefabricated portable units or fire pits shall be located on a non-combustible, hard, level surface when in use, such as, but not limited to, concrete, paver bricks, or asphalt.

Distance from structures and combustibles. The following distances from structures and combustibles¹ shall be maintained for all such recreational fires: a minimum clearance of fifteen (15') feet from all structures and combustibles shall maintained for fire pits, stationary outdoor fire places, prefabricated portable fire units, chimeneas, or similar outdoor wood burning devices, where the total fuel area is thirty-six (36') inches or less in diameter and twenty-four inches (24') or less in height.

Approved Fuels. Wood burning recreational fires shall be limited to burning untreated, unpainted, clean, seasoned, dry wood and manufactured fire logs. Propane and other similar gases may also

¹ "Structures and combustibles" include, but are not limited to, mobile homes, garages, sheds, playhouses, wood decks and patios, wood fencing, trees, bushes, and other items which are combustible.

be burned. No gasoline or other liquid flammable products may be used to start or to continue the fire. Burning of processed wood is strictly prohibited.

Supervision. Recreational fires shall be constantly attended by the Tenant or Resident over the age of eighteen (18) years of age, until the fire is extinguished.

Extinguishment. On-site fire extinguishing equipment, such as a fire extinguisher, dirt, sand, water, and/or a hose connected to a water source shall be available when any fire structure is in use. All fires must be extinguished in such a manner that all air to the fire is cut off or the burning materials have been wetted down with water or covered with sand or dirt until it is cool to the touch.

Odors and Fumes. Escape or emission from any source whatsoever of fumes or odors that are unreasonably offensive, detrimental or injurious to the property, health, safety, comfort or welfare of the Park or of other Tenants, Residents, Guests, Invitees or Visitors, shall be deemed a public nuisance, violative of the use and enjoyment of the other Tenants, Residents, Guests, Invitees and Visitors, and therefore a violation of these Rules and Regulations.

Smoke Generation. Recreational fires must be maintained in such a manner as to minimize the generation of smoke. Smoke that is the result of a smoldering or dying fire shall be prohibited. Generation of such excessive smoke is considered a public nuisance and therefore a violation of these Rules and Regulations.

Hours. Recreational fires are prohibited between the hours of ten o'clock (10:00) P.M. and ten o'clock (10:00) A.M. Fires must be extinguished in such a manner that all air to the fire is cut off or the burning materials have been wetted down with water or covered with sand or dirt until it is cool to the touch.

Maximum Duration. The fire shall not burn for more than a total of four (4) consecutive hours in any twenty-four (24) hour period.

Weather conditions. Burning is prohibited when: (i) winds exceed ten (10) miles per hour, (ii) during announced weather inversion conditions or ozone alerts, or (iii) other local circumstances that make fires hazardous.

- **GARBAGE, LAWN WASTE AND REFUSE PICK-UP.**

Garbage and refuse pick-up will be once each calendar week. The days of such pick-up shall be posted at the Landlord's office. Garbage and refuse must be placed in, and shall always be fully contained in, the trash receptacles provided to each Tenant. No other trash receptacles may be used by Tenant other than those provided to them by Landlord. Such receptacles must be kept in a location not visible from the street until the night before (i.e., but no earlier than 5:00 pm.), the day the garbage and other refuse are removed by the waste hauling service engaged by Landlord. The Tenant's trash receptacles must be stored with their covers tightly secured, at all times.

Per the Landlord's contract with its waste hauler, one large piece of garbage/refuse, which can be removed by the waste hauler without difficulty, may be placed for garbage collection, each week. Please check with the Landlord's waste hauler prior to Tenant's placement of any large item for collection. The waste hauling service engaged by the Landlord, at its sole discretion, may refuse pick-up of any such large item. Should the waste hauling service engaged by the Landlord refuse pick-up of any such large item, it shall be the responsibility of Tenant, at Tenant's sole cost and expense, to remove such item(s) from the Park.

Lawn waste and other shrubbery waste (e.g., grass, leaves, branches, twigs, flowers, etc., but NOT dirt), shall be placed in bags containing lawn waste stickers. Tenant may obtain, from the Landlord's office, bags into which such lawn waste and shrubbery waste will be placed by Tenant. Tenant shall obtain from Landlord stickers for their own bags or for the bags obtained from Landlord, into which such waste will be placed. Such waste will be picked up by the waste hauling service engaged by the Landlord on the same day it picks up other garbage and refuse.

• **HAZARDOUS WASTE AND COVERED ELECTRONIC DEVICES.**

At no time shall Tenant dispose of, or place in its trash receptacles, any hazardous waste, substance or products or any "Covered Electronic Devices." Tenant shall not dump any such hazardous waste, substance or product on Tenant's Lot on any other property in the Park, in any drain, pipe or sewer connection located in or about the property in the Park. Hazardous waste(s) shall have the definition set forth in applicable statutes and regulations and shall include, but not be limited to, the following: used or new motor oil; engine coolant; pesticides; toxic materials; paints; cleaning products and other similar substances. All such hazardous wastes shall be disposed of by Tenant at Tenant's sole cost and expense, at a hazardous waste collection center licensed to dispose such materials or otherwise disposed of in accordance with all applicable federal, state or local laws and regulations. Covered Electronic Devices shall have the definition set forth in the Electronic Products Recycling and Refuse Act (415 ILCS § 150, et seq.) As of January 1, 2012, the following Covered Electronic Devices may not be placed in the trash receptacles:

- Cable Receivers;
- Computers (i.e., desktops, laptops, notebooks, tablets, etc.);
- Digital Converter Boxes;
- Digital Video Disc Players;
- Digital Video Disc Recorders;
- Electronic Keyboards;
- Electronic Mice;
- Facsimile Machines (Faxes);
- Monitors;
- Portable Digital Music Players;
- Printers;
- Satellite Receivers;
- Scanners;
- Small Scale Servers;
- Televisions;

- Videocassette Recorders;
- Video Game Consoles.

Any materials, products, or substances which create a threat to the health and safety of the Tenants, Residents or any other individual in the Park or to property in the Park, shall not be permitted to be stored on the Tenant's Lot. No flammable, combustible or explosive fluid, material, chemical or other substances (except ones used for normal household purposes, e.g., propane in tanks for grills, etc., and then, only in quantities reasonably necessary for normal household purposes), may be stored on the Tenant's Lot. It shall be Tenant's obligation to provide for the removal of any flammable, combustible or explosive fluids, materials, products, chemicals or like substances at Tenant's sole cost and expense. If Tenant fails to remove any of the foregoing, after Tenant or a Resident of Tenant's mobile home, over the age of thirteen (13) years of age, receives notice to do so from Landlord, then Landlord reserves the right, but not the obligation, to remove the those prohibited items and Landlord shall have the right to charge Tenant, as additional rent, all of Landlord's costs and expenses incurred in removing or having the items removed, and Landlord shall have the right to charge Tenant an administrative fee of ten percent (10%) of all of Landlord's costs and expenses incurred in having the items removed. Such costs of labor and materials and the administrative fee shall be deemed additional rent, as that term is defined in the Lease Agreement, and shall be paid by Tenant to Landlord in accordance with the terms of the Lease Agreement.

D. RULES REGARDING CONDUCT OF TENANTS, RESIDENTS (INCLUDING CHILDREN), AND TENANT'S GUESTS, INVITEES AND VISITORS.

• OCCUPANCY STANDARDS.

Generally, the Landlord's policy regarding the maximum number of individuals who may reside in Tenant's mobile home shall be two (2) individuals per bedroom. However, the Landlord, in its discretion, upon a written request from Tenant to allow for additional Residents to reside in Tenant's mobile home, may consider other factors to determine the maximum number of individual occupants of a mobile home. Such factors shall include the following: (i) the size and number of bedrooms in the mobile home; (ii) the age(s) of the Children who occupy, or intend to occupy, the mobile home; (iii) the configuration and physical limitations of the mobile home, the Tenant's Lot and the Park; and (iv) any applicable state and local laws and other factors deemed relevant by the Landlord. For purposes of this restriction, a "bedroom" is a room intended by the manufacturer of the mobile home to be regularly used as a bedroom. A bedroom is not a room converted to be a bedroom by the Tenant.

• APPLICATION FOR LEASE.

All prospective Tenants who wish to reside in the Park must (i) be at least eighteen (18) years of age on or before the date the Tenant signs a Lease Agreement; and (ii) fully and accurately complete an application for tenancy in the Park and be approved by Landlord prior to establishment of any tenancy. All Tenants must submit their names, the names of all Residents who will reside in Tenant's mobile home, all telephone numbers of all Tenants and Residents, the email addresses of all Tenants and Residents, and other information so requested by the Landlord. This information

must be updated and supplemented by Tenant immediately upon any change to the information, upon Tenant's execution of the Tenant's Lease Agreement and upon request of the Landlord. Tenant shall provide Landlord with the name(s), addresses, email addresses, telephone numbers and other contact information of the individual to be contacted by Landlord in the event of Tenant's death, injury or incapacitation or emergency. The Tenant(s) must be the legal owner or the beneficial owner of the mobile home in which they reside, unless otherwise allowed, in writing, by the Landlord. The information contained in Tenant's Application for Lease and information provided by Tenant therewith, must be correct, complete and not misleading.

- **TRADES OR BUSINESSES/PEDDLING.**

The Tenant's mobile home shall be used for the private residence of the Tenant and Tenant's Residents. No commercial trade, private enterprise or business of any kind, whatsoever, may be conducted by Tenant, Residents living in Tenant's home, and Tenant's Guests, Invitees, Visitors from Tenant's mobile home or Lot, without the prior written approval of the Landlord, which may be given or denied at the sole discretion of the Landlord. Landlord may revoke its approval of such a business or trade if, in the sole and complete discretion of the Landlord, the operation of the business or trade results in a breach of the quiet enjoyment of other Tenants in the Park, results in excessive traffic in the Park or based on any reasonable reason given by the Landlord. All peddling or soliciting, whether commercial or otherwise, is hereby prohibited.

- **QUIET ENJOYMENT.**

All Tenants, Residents, and all of Tenant's Guests, Invitees, Visitors shall respect and shall not disturb the peace and enjoyment of the Park and their fellow Tenants and shall not do anything which may endanger anyone or any property of the Landlord, or other Tenant, Resident, Guest, Invitee or Visitor. This prohibition includes, but is not limited to, unreasonable noise, intoxication, quarreling, threats, fighting, immoral or illegal conduct, profanity, rude, boisterous, objectionable or abusive language or conduct, threatening or interfering with the employees of the Park. The use or display of fireworks and any weapons, including, but not limited to, the use of bows and arrows, BB guns, knives and guns are expressly prohibited within the Park. In addition to the sanctions and penalties set forth in Section I of these Rules and Regulations, such use or display of fireworks and/or weapons in the Park by Tenant or Tenant's Residents, illegal conduct by Tenant or Tenant's Residents, illegal possession, use, sale or distribution of narcotics or prescription drugs by Tenant or Tenant's Residents, and immoral conduct by Tenant or Tenant's Residents, may result in the Landlord seeking immediate eviction of the Tenant and Tenant's Residents from the Lot. Radios, televisions, record players, musical instruments and other devices must be used so as not to unreasonably disturb others. Tenant, Tenant's Residents, Guests, Invitees or Visitors shall not use Tenant's mobile home or Tenant's Lot for any unlawful purpose or for a purpose which may injure the reputation of the Park. Trespassing on other lots or any other property in the Park is not allowed. The noise abatement curfew shall be from 10:00 p.m. until 7:00 a.m. each day. Drunkenness, illegal or immoral conduct, or conduct causing a disturbance or annoyance to other Tenants and Residents shall not be allowed. Proper attire, including shirts and shoes, must be worn, always, in all the Park's Common Areas, although shirts (for men) and shoes do not have to be worn in the pool areas of the Park. Tenants, Residents and their Guests, Invitees or Visitors shall abide by all applicable federal, state and local laws, statutes, ordinances, rules and

regulations, as well as the terms and conditions set forth in the Lease and these Rules and Regulations.

- **TENANT'S MUST ACCOMPANY GUESTS, INVITEES AND VISITORS.**

Except when Guests, Invitees or Visitors are entering or leaving the Park, Tenants must accompany their Guests, Invitees and Visitors always when they are present in the Park. If Tenant is not present in the Park, then no Guests, Invitees or Visitors may occupy Tenant's mobile home or use the facilities of the Park.

- **PROOF OF OWNERSHIP OF HOME.**

Tenant shall provide Landlord with proof of Tenant's ownership of the mobile home occupied by Tenant. Tenant shall submit to Landlord a copy of the Bill of Sale for the Tenant's mobile home prior to the date Tenant moves its mobile home onto the Lot or upon the date that Tenant purchases its mobile home. Tenant shall provide Landlord with a copy of a certificate of title to the mobile home, issued by the Illinois Secretary of State or other applicable agency, in Tenant's name, containing the vehicle identification number of the mobile home, within thirty (30) calendar days after moving into the mobile home.

- **SIGNS.**

No signs may be displayed in or on any mobile home or Tenant's Lot, other than signs depicting Tenant's name, Lot number or address, seasonal decoration signs or flags, without the prior written approval of the Administration. No "For Sale" signs, and the like, shall be permitted to be displayed anywhere in the Park.

- **ADDITIONAL RULES.**

Separate rules and regulations regarding the use and occupancy of the Park's recreation center and pools are posted in those respective areas and will be provided by Landlord to Tenant upon request. Those rules and regulations are incorporated herein by this reference. The use of the recreation center, playgrounds, pools and other Common Areas by Tenants, Residents and their Guests, Invitees or Visitors shall be done at the sole risk of Tenants, Residents and their Guests, Invitees or Visitors. Landlord shall not be responsible for accidents or injury to Tenants, Residents and their Guests, Invitees or Visitors or for any lost or stolen property or articles occurring in such areas. Smoking or use of tobacco products and consumption of alcoholic beverages shall be prohibited in the Park's recreation center, pools and other Common Areas of the Park. The use of the Park's recreation center, pools, playgrounds and other Common Areas by Tenants, Residents and their Guests, Invitees or Visitors is a privilege, not a right, which may be revoked by Landlord if Tenants, Residents or their Guests, Invitees or Visitors abuse the privilege by failing to act reasonably and in accordance with these all Rules and Regulations regarding these areas.

E. CHILDREN.

• **CURFEW.**

Children, ten (10) years of age and under, must be in their homes each night when the street lights are turned on. All other Children under the age of eighteen (18) years of age shall be in their homes between the hours of 10:30 p.m. and 6:00 a.m., each weekday and between the hours of 11:30 p.m. and 6:00 a.m. each weekend day, unless accompanied by, or in the charge of, a parent, guardian, or other proper companion of the age of 21 years of age or older. The playground area in the Park shall close at sunset each day. No individuals shall be allowed in the playground area after sunset each day.

• **PROHIBITED AREAS/PLAYGROUNDS.**

Children are not allowed to play on the streets of the Park, on neighboring lots without the prior permission of the Tenant of that Lot, by the lakes, in or about any model home, or in or about any construction areas in the Park. Children are not allowed to trespass onto the Lots of other Tenants. Play areas for Children shall be used at their own risk.

• **CHILDREN'S IMPROPER CONDUCT/TENANT'S RESPONSIBILITY.**

The prohibitions and prescriptions, contained in these Rules and Regulations, regarding the conduct of Tenants, Residents, and their Guests, Invitees and Visitors shall, by this reference, apply to and shall be enforced against all Children in the Park. Children are the responsibility of their parents/guardians. Children, who are guests in a Tenant's home, are the responsibility of that Tenant. Tenants shall be responsible for any personal injury and damage caused by their Children or by the Children of their Guests, Invitees or Visitors. Violations by any Child of any of the Rules and Regulations regarding personal conduct shall subject the Tenant, who is the parent, guardian or host of the Child, to the same penalties as if the violation was committed by the Tenant, individually.

F. PETS.

• **HOUSEHOLD PETS.**

Pets, while permitted in the Park, shall be of a domesticated, household type (e.g., dogs, cats, fish, small birds, etc.). Animals commonly described as farm animals² exotic animals or undomesticated or semi-domesticated animals³ and dangerous animals shall not be considered as Pets and are not permitted to be in the Park. Landlord has limited the number of Pets per household to two (2) per household. Should Tenant maintain in its mobile home more Pets than are hereby

² "Farm Animals" shall mean those animals commonly associated with a farm or performing work in an agricultural setting. Such animals shall include, but shall not be limited to, members of the equestrian family (e.g., horses, mules, etc.), bovine family (e.g., cows, bulls, etc.), sheep, poultry (e.g., chickens, roosters, turkeys, etc.), fowl (e.g., ducks, geese, etc.), swine (e.g., Vietnamese pot-bellied pigs), goats, bees, and other animals associated with a farm, ranch or stable.

³ "Exotic or undomesticated or semi-domesticated animals" shall mean any mammals (e.g., non-human primates, feral cats, skunks, wolves, foxes, coyotes, racoons, etc.), reptiles and birds that are not domesticated or which are not naturally tame or gentle, but are of a wild nature or disposition and which are normally not maintained as pets.

allowed, Landlord may require Tenant to conform to this Rule by removing those Pets in excess of the maximum amount. Tenants and Residents must abide by all Illinois and any applicable local ordinances, rules and regulations regarding the licensing and vaccinations of their Pets, service animals and ESAs. Tenants are required to maintain evidence of such compliance with all such licensing and vaccination laws, ordinances, rules and regulations.

- **APPROVAL OF LANDLORD.**

All Pets kept by Tenants in the Park, as well as service animals and emotional support animals (“ESAs”), must be registered with the Landlord, whose prior approval must be obtained before a Pet, service animal, or ESA will be allowed in the Park. All Pets must wear a tag which (i) identifies the Pet, service animal or ESA, and (ii) includes the name and telephone number of its owner.

- **HOUSING FOR PETS.**

At no time shall a Tenant’s Pet, service animal or ESA be left unattended outside of Tenant’s home. All Pets, service animals and ESAs must be housed within its Tenant’s home, must be walked, if applicable, on a leash and shall not be allowed to roam, fly, run-at-large or be unattended anywhere in the Park. No Pet, service animal or ESA shall be tied down on its Tenant’s Lot unattended by the Tenant or Tenant’s Resident or on any other lot or property in the Park for any period. No outside dog runs or houses for Pets, service animals or ESAs, and the like, will be allowed on the Tenant’s Lot or elsewhere on property in the Park. No food, food dishes, water or water bowls for Pets, service animals or ESAs may be stored or kept outside on Tenant’s Lot. Pet sitting shall not be permitted in the Park. Should Tenant maintain a dog house or housing for Pets, service animals or ESAs, on Tenant’s Lot, in violation of this Rule, Landlord shall require Tenant to remove the structure.

- **PET WASTE/NUISANCES/DAMAGE.**

A Tenant’s Pets, ESAs and Service Animals shall only be allowed to go to the bathroom/deposit waste matter on the Lot of the Tenant-owner. No Pet, ESA or service animal shall be allowed to go to the bathroom/deposit waste matter or commit a nuisance on the Lot of any other Tenant or upon any property in the Park. Tenant shall clean all Pet, service animal or ESA waste or nuisance from Tenant’s Lot daily, and from any other property in the Park, immediately. All sidewalks, patios and yards shall be free from all such waste. Repeated failures by Tenant to clean-up after their Pets, service animals or ESAs, in addition to the sanctions and penalties set forth in Section I of these Rules and Regulations, may also result in Landlord requiring the removal of the Pet(s), service animal(s) or ESA(s) from the Park.

Tenants will be responsible for all damage and personal injury caused by their Pets, service animals or ESAs to the property and person of other Tenants, Residents, Guests, Invitees or Visitors, to other Pets, service animals or ESAs in the Park and to all other persons or property in the Park. No Pet, service animal or ESA shall be allowed to disturb the quiet and peaceful enjoyment of any other Tenant or Resident in the Park. Noisy, unmanageable or unruly Pets, ESAs or service animals that are the cause of complaints from other Tenants or Residents or who have injured any

person(s) or caused damage to any property will not be allowed to remain in the Park. Should any such disturbance occur, Landlord shall deliver to Tenant, or deliver to a Resident residing in Tenant's mobile home over the age of thirteen (13) years of age, a written warning regarding the first occasion of a violation of these Rules and Regulations by a Pet(s), service animal or ESA. Subsequent violations shall be sanctioned according to the provisions of Section I of these Rules and Regulations. Upon the third (3rd) violation within a twelve (12) month period from the warning, Landlord shall fine Tenant according to the provisions of Section I of these Rules and Regulations and, at Landlord's option, may require the removal of the guilty Pet(s), service animal or ESA from the Park and/or may commence a proceeding for eviction of the Tenant from the Park. Any Pet, service animal or ESA or animal which is not allowed as Pet, ESA or Service Animal in the Park pursuant to these Rules and Regulations and the policies of the Park, shall be removed, immediately, from the Park by Tenant. If Tenant does not remove the barred animal from the Park within the time provided for in the written notice provided to Tenant by Landlord, Landlord may commence an eviction proceeding against Tenant.

- **TENANT INDEMNIFICATION/DUTY TO DEFEND/HOLD HARMLESS LANDLORD, LLC, ET AL.**

Tenant assumes all responsibility for the actions of its Pets, ESAs or its service animals and the Pets, ESAs or service animals of its Guests, Invitees or Visitors. Tenant agrees to defend, indemnify and hold the Landlord, the LLC, the Administration, and Park employees, agents and representatives (hereafter referred to as the "Indemnified Parties") harmless from any actions, suits, claims and demands filed or entered against the Indemnified Parties, including reimbursing the Indemnified Parties for all attorneys' fees and expenses incurred by the Indemnified Parties, regarding any injury to any person or damage to property of others, including Park property, by Tenant's Pet(s), ESAs or Service Animals or a Pet(s) of Tenant's Guests, Invitees or Visitors. Tenant must immediately inform Landlord of any injury or damage to property caused by Tenant's Pet(s), ESAs or Service Animals or by a Pet(s) of Tenant's Residents, Guests, Invitees or Visitors. These Rules and Regulations regarding Pets shall apply to the Pets of Tenant, its Residents, Guests, Invitees or Visitors. All the Policies of the Park regarding to ESAs and to Service Animals, shall apply to the ESAs and Service Animals of Tenant's Guests, Invitees or Visitors.

G. VEHICLES.

- **LANDLORD'S RIGHT TO PROHIBIT VEHICLES.**

All Tenant Vehicles of Tenants and Residents, allowable in the Park, must be registered with the Landlord. Tenant shall provide Landlord with the year, make, model, vehicle identification number and license plate information for each such Vehicles and evidence of insurance covering each such Vehicles. Landlord reserves the right to prohibit any Vehicle from entering the Park or from remaining in the Park, if in Landlord's sole opinion the Vehicle leaks fluids, is inoperable, when operated is excessively loud, constitutes a hazard to the Tenants and Residents of the Park, is unlicensed or is in such a dilapidated condition that it detracts from the appearance of the Park. Vehicles, whether those of Tenants, their Residents, Guests, Invitees, or Visitors, which have a

GVWR⁴ of one-ton or more, will not be allowed to remain in the Park, and must be removed from the Park, immediately. Where the Landlord desires for the Tenant or Resident to remove the Vehicle from the Park under this Rule, Landlord will deliver to the Tenant or Resident a written notice of the violation of this Rule either by hand delivery or by posting the notice on the Vehicle. Such notice shall contain the reason for the desired removal of the Vehicle from the Park, or may contain statements from the Landlord as to how to remedy the violations, so the Vehicle could remain in the Park after the Vehicle violations have been cured by Tenant. If Tenant or Resident is directed to remove the Vehicle, Tenant or Resident shall remove the Vehicle so cited from the Park within the time set forth on the notice. If the Vehicle is not removed from the Park within the time set forth in the notice, Landlord may have the Vehicle towed from the Park at the Tenant's or Resident's sole cost and expense.

- **RECREATIONAL VEHICLES.**

Recreational Vehicles, such as mini-bikes, snowmobiles, all-terrain Vehicles and motor scooters, may not be ridden in the Park. Motor homes, campers, trailers, boats and other recreational Vehicles are not allowed to be stored on the Tenant's Lot or on the streets of the Park. All such recreational Vehicles must either be stored in the Landlord's storage area, provided Tenant pays rent for such storage, or be removed from the Park. Placement, storage, and access to and from the storage area, when, and if so provided, shall be at Tenant's or Resident's sole risk and expense. Landlord assumes no responsibility for any theft of the stored Vehicles or for damages sustained to the Vehicles.

- **VEHICLE REPAIR.**

Any repair of any Vehicles by Tenants shall not be allowed anywhere in the Park. No automobile parts or accessories shall be permitted on any driveway or Lot. While Vehicle washing only is permitted in the Tenant's own driveway, no automobile equipment, engines, and motors, etc., shall be washed anywhere in the Park. No motor oil, petroleum-based materials or products or any other caustic or hazardous materials shall be deposited in any street drain, sewer system or anywhere on the grounds of the Park or on Tenant's Lot. Any such spills must be cleaned up immediately by Tenant at Tenant's sole cost and expense. Should Tenant fail to clean up any such spill, Landlord reserves the right, but not the obligation, to clean up such spill and shall charge Tenant for Landlord's costs and expenses and an administrative fee of 10% of all of Landlord's costs for materials and labor incurred in cleaning up the spills. Such costs of labor and materials and the administrative fee shall be deemed additional rent, as that term is defined in the Lease Agreement, and shall be paid by Tenant to Landlord in accordance with the terms of the Lease Agreement.

- **SPEED LIMITS/OTHER RULES.**

The speed limit within the Park for all Vehicles is fifteen (15) miles per hour. Safe driving of Vehicles, including bicycles, will be strictly enforced. Tenants, Residents and their Guests, Invitees or Visitors must obey all posted traffic signs. Vehicles parked in violation of Landlord's

⁴ "GVWR" is the abbreviation for "Gross Vehicle Weight Rating," which is defined as the maximum operating weight of a vehicle as specified by the manufacturer of the Vehicle.

Rules and Regulations, including, but not limited to, being parked in fire zones or blocking access to any other lots, Tenant's mailboxes or driveway will be towed away immediately at the Vehicle owner's sole cost and expense. Such costs and expenses, plus a ten percent (10%) administrative fee based on all of Landlord's costs and expenses, if incurred by Landlord, shall be deemed additional rent per the Lease Agreement and shall be paid by Tenant to Landlord in accordance with the terms of the Lease Agreement. Bicycles may only be ridden on the roadways in the Park and not on sidewalks or grass. Excessively loud motor Vehicles shall not be operated in the Park at any time. A Tenant who receives four (4) violations regarding any of these Vehicle Rules and Regulations within a twelve (12) month period shall lose Tenant's privilege to operate any Vehicle within the Park for a period of ninety (90) calendar days from the issuance of the fourth (4th) violation.

- **ON-STREET PARKING.**

Overnight parking of any Vehicle is prohibited on the streets of the Park from November 1 through April 1, during the hours of 2:00 a.m. to 6:00 a.m., or on any day and time when a snowfall of two (2) inches or more has occurred or is occurring, to allow for snow and ice removal. Any Vehicles parked on the streets during these prohibited times shall be towed from the Park at the owner's sole cost and expense.

H. UTILITIES.

Water and sewer service are furnished to each home. Tenants are responsible for contacting and providing for utility services to their mobile home and Lot. Tenant shall pay for all gas, electric, telephone, water, sewage collection and other utility services provided to the Tenant's mobile home and Lot. Tenant shall exercise prudence in water usage and shall repair all internal water leaks in and about Tenant's mobile home, immediately upon Tenant's discovery of the leak(s). Immediately upon discovery thereof, Tenant shall report all leaks in the water or sewer system to Landlord. It shall be Tenant's responsibility, once each year, to inspect the above-ground piping under and about Tenant's mobile home and to protect all such pipes with sufficient heat tape, wrap them with sufficient insulation and otherwise winterize, or cause to winterize, all such pipes. Tenant shall be responsible for the cost of any repair to, service to, or replacement of any utility equipment. Should Tenant or Tenant's agent fail to repair, service or replace the utility equipment within a reasonable time, Landlord may, in its sole discretion, provide for such repair, service or replacement and Tenant shall be responsible for paying Landlord for all costs and expenses incurred by Landlord for such repair, service or replacement, plus an administrative fee of ten percent (10%) of the total costs of such repair, service or replacement. Such costs of labor and materials and the administrative fee shall be deemed additional rent, as that term is defined in the Lease Agreement, and shall be paid by Tenant to Landlord in accordance with the terms of the Lease Agreement.

I. VIOLATIONS OF RULES AND REGULATIONS; SANCTIONS AND PENALTIES; AND DISPUTE RESOLUTION PROCESS.

• VIOLATIONS OF RULES.

The following shall be violations of Rules and Regulations of the Park. The letters in parenthesis following each violation shall indicate the category of the violation (i.e., either category "A" or category "B") for purposes of the sanction and penalty to be applied to each violation.

1. LOT, HOME MAINTENANCE AND APPEARANCE

Installation and Maintenance of Mobile Home and Improvements.

- Failure to Repair Home after notice. (A)
- Failure to Wash (Power Wash) Home per rules. (A)
- Failure to Clean and Remove Litter; Garbage; Refuse. (A)
- Failure to Properly Maintain, Clean, Repair or Replace Windows. (A)
- Use of Improper Window Treatments. (A)
- Failure to obtain Landlord's Approval prior to building Deck/Patio. (B)
- Failure to build Deck/Patio to speculation or per plans. (B)
- Use of Deck/Patio for improper storage of personal property. (A)
- Failure to obtain Landlord's approval for installation of skirting. (B)
- Failure to Install, repair or replace skirting per plans approved by Landlord. (B)
- Failure to maintain/clean/repair skirting. (A)
- Failure to repair water leaks in/outside of home. (A)
- Failure to report water leaks in/outside of home. (A)
- Failure to apply heat tape/wrap/winterize water pipes. (B)

Condition of Home/Construction and Maintenance of Items on Lot.

- Construction of improvement/modification of improvement without pre-approval of Landlord. (B)
- Failure to maintain/repair/replace improvement. (A)
- Construction of, or modification to, improvement which is inconsistent with plans and specifications. (B)
- Construction of Fence; Poles; Stakes without prior written approval of Landlord. (A)
- Tampering with Electrical Meters/Pedestals. (B)
- Failure to obtain approval of Landlord prior to painting mobile home and improvements. (B)
- Failure to obtain approval of Landlord prior to construction of or modification to sheds/storage units. (B)
- Construction of, or modification to, shed/storage unit which are inconsistent with plans and specifications or Rules and Regulations. (B)
- Failure to maintain sheds/storage units in a sturdy; clean; slightly fashion. (A)

- Failure to store personal property properly. (A)
- Failure to comply with terms of permits issued regarding construction. (A)
- Failure to obtain permits for construction of or modification to improvements. (A)
- Failure to provide Landlord with satisfactory evidence of insurance of contractors/sub-contractors doing work on Tenant's mobile home/improvements. (A)
- Failure to maintain lawn; weeds; trees; bushes; flowers; shrubbery and other landscaping. (A)
- Planting of trees; bushes; shrubbery without obtaining the prior approval of Landlord. (B)

Maintenance of Concrete.

- Failure to maintain concrete; driveways and parking spaces on Tenant's lot in good condition and repair. (A)
- Failure to clean all concrete; driveways and parking spaces on Tenant's lot. (A)
- Failure to keep parking pad/driveway and lot walkways and stairs free from snow and ice. (A)
- Depositing snow and ice from Tenant's Lot onto other lots or onto streets of Park. (A)

Storage of Personal Property.

- Improper storage of Personal Property outside on Tenant's Lot. (A)
- Hanging Personal Property outside on Tenant's Lot. (A)
- Improper storage of Fireplace wood on Tenant's Lot. (A)
- Improper storage of Personal Property under Tenant's Mobile Home/Decks/Patios. (A)

Outdoor Fire Structures/Devices.

- Improper placement of outdoor fire structure/device. (A)
- Use of prohibited fuels for an outdoor fire structure/device. (A)
- Improper supervision of an outdoor fire. (B)
- Failure to properly extinguish fire. (B)
- Allowing the emission or escape of fumes or odors which are unreasonably offensive, detrimental or injurious to the property, health, safety, comfort or welfare of the Park or its Tenants, Residents, Guests, Invitees, Visitors, Park employees or agents. (A)
- Allowing excessive smoke generation. (A)
- Use of outdoor fire structure/device (i) after prescribed hours; (ii) for a time longer than allowed for by these Rules and Regulations; or (iii) during weather conditions when operation of such structure/device is prohibited. (A)

Garbage and Refuse.

- Failure to place trash in authorized receptacles. (A)
- Use of non-approved trash receptacles. (A)
- Placement of trash receptacles on street on non-approved dates and times. (A)
- Failure to tightly secure lids on trash receptacles. (A)
- Failure to remove garbage and refuse from Tenant's Lot. (A)
- Dumping of garbage and refuse on lot of another Tenant(s). (B)
- Failure to place yard waste in prescribed bags with lawn stickers. (A)
- Improper disposal of hazardous waste or covered electronic devices. (A)
- Storage or maintaining materials; products or substances which create a threat to the health or safety of the Tenants or the Park. (B)
- Storage or maintaining flammable; combustible; hazardous; etc. materials on Tenant's Lot. (B)

2. CONDUCT OF TENANTS; RESIDENTS; AND THEIR GUESTS; INVITEES AND VISITORS.

- Exceeding maximum number of Residents allowed in the mobile home. (B)
- Use and occupancy of Tenant's mobile home and/or Lot by unauthorized individuals. (B)
- Misrepresentation or failure to accurately complete application for tenancy. (B)
- Failure to update Tenant/Resident information with Landlord. (A)
- False or inaccurate information or documentation provided by Tenant to Landlord. (A)
- Conducting an unauthorized commercial trade or business in the Park from the mobile home or Lot. (A)
- Disturbing the peace and enjoyment of other Tenants; Residents; employees of the Park. (B)
- Use of Fireworks. (B)
- Use of Weapons in the Park (i.e., guns, knives, bows and arrows, BB guns.) (B)
- Playing of loud radios, record players/CD/or other devices. (A)
- Trespassing. (A)
- Violation of Noise abatement curfew. (A)
- Public drunkenness. (B)
- Illegal conduct or Tenant's failure to abide by all applicable laws. (B)
- Illegal possession, use, sale or distribution of narcotics or prescription drugs. (B)
- Immoral conduct. (B)
- Tenant's failure to accompany Guests, Invitees or Visitors as called for by Rules and Regulations. (A)
- Failure to provide Landlord with proof of ownership of mobile home. (A)
- Failure to submit a Bill of Sale for the Home prior to date Tenant moves into Home or purchases the Home. (A)

- Tenant's failure to maintain insurance coverages or maintain insurance coverages per the terms of the Lease Agreement. (A)
- Failure of Tenant to provide evidence of insurance to Landlord, as required by Lease. (A)
- Failure of Tenant to provide Landlord with Certificate of Title to mobile home issued by Secretary of State within 30 calendar days after purchase of home. (A)
- Displaying of unauthorized signs on mobile home or Tenant's Lot. (A)
- Smoking in Recreation Center or pool areas. (A)
- Consumption of alcohol in Recreation Center or pool areas or common areas. (B)
- Tenant's/Resident's violation of rules and regulations of recreation center; pools, etc. (A)

3. CHILDREN.

- Violation of Curfew. (A)
- Trespass. (A)
- Playing in unauthorized areas of the Park. (A)
- Violation of Rules and Regulations by Children. (A)

4. PETS.

- Possession of unauthorized Pets, Service Animals or Emotional Assistance Animals ("ESA") in Park. (A)
- Too many Pets, Service Animals or ESAs. (A)
- Failure to register Pet, Service Animal or ESA with Landlord/obtain prior approval of Pet, Service Animal, ESA from Landlord. (A)
- Failure to properly house Pet, Service Animal or ESA. (A)
- Failure to properly attend to Pet, Service Animal or ESA (e.g., Pets, Service Animals, or ESAs not on leash while outside.) (A)
- Maintaining a Pet/dog run on the Lot. (B)
- Failure to clean-up Pet waste made by Tenant's, Residents or Guest's, Invitee's or Visitor's Pet, Service Agreement or ESA. (B)
- Allowing Pet, Service Animal or ESA to commit waste on mobile home lots of other Tenants or in the Common Areas of the Park. (B)
- Tenant's Failure to clean waste of its Pets, Service Animals or ESAs daily from the Tenant's Lot. (B)
- Pets disturbing the peace and enjoyment of others. (A)

5. VEHICLES.

- Failure to register any Vehicle with Landlord. (A)
- Maintaining an unlicensed, dilapidated or inoperable Vehicle(s) in the Park or maintaining a Vehicle in the Park which detracts from the appearance of the Park. (A)
- Failure to pay recreation Vehicle/etc. storage fees. (A)

- Possession of improper (e.g., overweight or oversized) Vehicles in Park. (A)
- Repairing of Vehicle on Lot or in Park. (A)
- Storing Vehicle parts or accessories in Park. (A)
- Unauthorized washing of Vehicles or Vehicle equipment (e.g., engines, motors, etc.) in the Park. (A)
- Failure to clean up liquids from Vehicles. (A)
- Violation of speed limits for Vehicles and bicycles. (A)
- Un-safe operation of Vehicles or bicycles in the Park. (A)
- Improperly parked Vehicles (e.g., in fire zone; blocking others' driveways/Vehicles/mailboxes, etc.) (A)
- Excessively loud Vehicles. (A)
- Violation of overnight or snow or ice removal parking rules. (A)

- **SANCTIONS AND PENALTIES.**

If Tenant, and/or any Residents, Guests, Invitees or Visitors, is in violation of any of these Rules and Regulations, Landlord, initially, shall deliver to Tenant a "Rules Violation Warning Notice" indicating the nature of the violation(s) and indicating the time by which the violation(s) must be cured. If the Tenant fails to cure the violation(s) by the expiration of the time set forth in the notice, and per any other term or direction set forth in the notice, then the Landlord shall pursue the sanctions and penalties, set forth below. In addition to the other sanctions and penalties provide for elsewhere in these Rules and Regulations, those violations listed above as a category "(A)" violation/offense, shall have the following sanctions:

- 1st category (A) violation/offense after warning notice: \$25.00 fine;
- 2nd category (A) violation/offense within a twelve (12) month period from the 1st category (A) or (B) violation/offense: \$50.00 fine;
- 3rd category (A) violation/offense within a twelve (12) month period from the 1st category (A) or (B) violation/offense: \$75.00 fine and possible eviction from the Park.

In addition to the other sanctions and penalties provided elsewhere in these Rules and Regulations, those violations listed above as a category "(B)" violation/offense, shall have the following sanctions:

- 1st category (B) violation/offense after warning notice: \$50.00 fine;
- 2nd category (B) violation/offense within a twelve (12) month period from the 1st category (A) or (B) violation/offense: \$75.00 fine;
- 3rd category (B) violation/offense within a twelve (12) month period from the 1st category (A) or (B) violation/offense: \$100.00 fine and possible eviction from the Park.

- **DISPUTE RESOLUTION.**

1. Subject Matter for Dispute Resolution. The provisions of this section regarding "Dispute Resolution" only governs disputes/violations of these Rules and Regulations. The following Dispute Resolution provisions do not apply to the following: (i) any disputes regarding

Tenant's failure to timely pay Rent and Additional Rent called for by the Lease Agreement or any other dispute regarding Rent or Additional Rent, or the amounts thereof; (ii) violations of Rules and Regulations which could result in eviction of the Tenant and the Residents of Tenant's home/Lot; or (iii) any matter for which a non-curable notice of termination of the Lease Agreement may be given by Landlord to Tenant pursuant to the terms and conditions of the Lease Agreement or pursuant to Illinois law.

2. Informal Meeting with Administration. If a dispute arises between Landlord and Tenant pursuant to an alleged violation(s) of these Rules and Regulations, Tenant may request an informal meeting with the Park's Administration to discuss the dispute to seek an informal resolution of the dispute. Tenant's request for such an informal meeting must be in writing and be hand-delivered to the Park's Administration within ten (10) calendar days after Tenant receives notice of Tenant's alleged violation(s) of the Rules and Regulations. Any one or more of the members of the Park's Administration may meet with the Tenant regarding the dispute. The meeting shall be held in the offices of the Park's Administration at a time and date set by the Park's Administration. Notice of the date and time of the informal meeting shall be delivered to Tenant in the manner prescribed by the Lease Agreement and shall be delivered not less than five (5) calendar days prior to the date of the meeting. Tenant's appearance at the informal meeting waives any defect in such notice, or in the delivery thereof to Tenant. The Tenant and the Park's Administration may postpone, reschedule and adjourn the informal meeting upon the written agreement of the Tenant and the Park's Administration. Should the Tenant fail to attend the informal meeting on the date and time set by the Park's Administration, or on the date so rescheduled by agreement of the Tenant and the Park's Administration, the Tenant shall be deemed to have waived Tenant's request for the informal meeting. Each party to the meeting may present evidence material regarding the controversy. Neither party has a right to an attorney at the informal meeting. Neither party shall have any authority or power to subpoena the records of the other party or to conduct discovery of the documents or records of the other party. Neither party shall have the right to request a deposition of any person regarding their knowledge of the facts of the dispute. Each party shall bear its own costs regarding the conducting of the informal meeting.

3. Resolution by the Court. In the opinion of either party, if the informal meeting does not resolve the matter, either party may seek a hearing before the Circuit Court of Cook County, Illinois, to resolve the dispute.

J. AMENDMENT OF RULES AND REGULATIONS/EFFECT.

These Rules and Regulations may be modified and amended, from time-to-time, by the Park Administration. Any such amended Rule or Regulation adopted during the term of the Lease Agreement is enforceable against the Tenants, Tenants' Residents, Guests, Invitees or Visitors effective on the thirtieth (30th) calendar day after written notice of the adoption of the amended Rule or Regulation is given to the Tenants.

K. COSTS AND EXPENSES INCURRED IN ENFORCEMENT OF THESE RULES AND REGULATIONS.

Tenant shall be obligated to pay for the reasonable costs, expenses, including, but not limited to, the expense of materials and labor incurred by Landlord and the administrative fee of ten percent (10%), and reasonable attorneys' fees incurred by Landlord in the enforcement of any of the Rules and Regulations. The aforementioned costs, expenses, administrative fees and attorneys' fees are hereby deemed to be "Additional Rent," to be paid by Tenant to Landlord in accordance with the terms and conditions of the Lease Agreement regarding the payment of "Additional Rent."

L. CAPTIONS AND HEADINGS.

All captions, paragraph, section headings or subtitles contained in these Rules and Regulations are inserted for convenience only, and are not to be construed as part of the Rules and Regulations or to limit the scope of a provision(s) to which they refer.

M. SEVERABILITY.

It is mutually understood and agreed by Tenants and Residents and Landlord that all the terms and conditions of these Rules and Regulations are severable and that, if any of these terms and conditions contained herein are held by a court of competent jurisdiction, these Rules and Regulations shall be interpreted as if such invalid term(s) or condition(s) or provision(s) was not contained herein.

N. GOVERNING LAW AND VENUE.

These Rules and Regulations shall be governed by and construed in accordance with the laws of the State of Illinois. Tenants, Residents and Landlord further agree that any legal actions regarding these Rules and Regulations, whether arising in law or equity, must be filed in the Circuit Court of Cook County, Illinois.

O. WAIVER OF RIGHTS.

The rights given to the Landlord pursuant to these Rules and Regulations, and the failure of the Landlord to exercise any such right, shall not operate to forfeit or nullify any such right of the Landlord. No waiver by the Landlord of its enforcement of any of these Rules and Regulations shall be deemed to constitute any further waiver of any future enforcement of any such Rule or Regulation.