

Maggie Valley Resort

Rules and Regulations

RULES AND REGULATIONS

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Many of the Rules and Regulations are based on the requirements of state and federal law, and the remainder are to assist in the peaceful enjoyment of all residents.

These Rules and Regulations (“Rules”) are intended to maintain the appearance standards and comfort of Kamp and Kountry Park (the “Community”) for you and your visitors. A copy of the Rules will be posted in the Community and must be observed by all Residents and guests. Residents shall require all persons on the manufactured home / RV lot with their consent to govern themselves in accordance with the Rules and in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.

1. DEFINITIONS

1.1 Community: means the property operated as a manufactured home / RV park.

1.2 Community Management: means operator of a manufactured home / RV park and includes Community Owner’s manager, assistant manager (or other employee or agent) of the Community as identified from time to time.

1.3 Community Owner: means the owner or operator of the manufactured home / RV park.

1.4 Guest: means a person who is not entitled to reside on the lot.

1.5 Home: means a manufactured home / RV.

1.6 Lot or Site: means a manufactured home / RV lot.

2. RESIDENCY

2.1 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 rental agreement prior to beginning occupancy of a home currently in the Community or prior to moving a home into the Community. Community Management has the right to reject a prospective Resident for any reason not prohibited by law; however, approval may not be unreasonably withheld. Community Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. An application for residency and background check must be completed and approved, a copy of the Rules and Regulations delivered, and a Rental Agreement signed, prior to: (i) residing in a home within the Community; or (ii) arrival of the resident’s home in the Community.

2.2 Community Management reserves the right to: (i) refuse residency to anyone who purchases or otherwise receives title to a home unless approved pursuant to paragraph 2.1; (ii) refuse to accept further rent payments and terminate the Rental Agreement of anyone who, after proper notice, fails to comply with these Rules and Regulations (see rule re: Enforcement and Eviction, for further information); and (iii) refuse residency to any applicant for any reason not prohibited by law.

2.3 The principal resident of each home in the Community must be its legal owner. Except as expressly provided by applicable State law, no one other than those executing the Rental Agreement shall be allowed to reside upon the lot set forth in the Rental Agreement without prior written consent from Community Management. Each additional occupant of the home must be approved for residency by Community Management,

and the name of each person over the age of 18 must be listed in the Rental Agreement prior to residing in the home. Any increase in the number or exchange or substitution of persons in a home must have Community Management's prior written approval. Without prior written consent of Community Management, the manufactured home / RV may not be occupied by more than two (2) persons per bedroom or the allowable number of persons based upon the design criteria of the home. Non-compliance in qualifying additional occupants will subject the Resident to eviction (see rule re: Enforcement and Eviction, for further information).

3. PAYMENTS, FEES, AND CHARGES

3.1 Payments: Rent and additional rent must be paid in full. Timely payment in full is required; partial payments will not be accepted. Rent payments are due on the first (1st) day of each month and must be paid on or before the fifth (5th) day of the month. A per-day late charge will be charged to any Resident whose rent is not received by Community Management (including mailed-in payments) on or before the fifth (5th) day of the month, and an additional late charge will be assessed for any payments not received in full by the 10th day of the month.

3.2 Resident must pay using PayLease / Zego or another method of Landlord's choosing in Landlord's sole discretion, and Tenant shall be responsible for such transaction fees. Community Management reserves the right to refuse a personal check. All payments must be payable in U.S. funds drawn on a U.S. financial institution.

3.3 For safety purposes, cash is not accepted for any reason.

3.4 NSF Checks: If any Resident's personal check is returned for insufficient funds, then Community Management will accept payment only in the form of money orders, cashier's checks, certified check, credit card, or electronic funds transfer for six (6) months thereafter for that account. Special payments including those for late fees and return check charges or other sums owed to the Community as the result of a Resident's failure to comply with his/her lease or with the Community rules and regulations shall be paid to Community Management in addition to regular monthly base rent payments. If a Resident has twice written personal checks on insufficient funds, then Community Management will only accept payment, on a permanent basis, in the form of money orders, cashier's checks, credit card, or electronic funds transfer.

5. HOME SETUP

4.1 Responsibility for compliance with applicable zoning or code provisions shall be that of Resident(s).

4.2 Resident 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:

4.2.1 Entry steps approved by Community Management must be installed on all homes being placed in the Community by Residents beginning a new tenancy in the Community, and on existing homes in the Community if required by code requirements, at all entrances to the 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.

4.2.2 Central air conditioning must be installed on all homes being placed in the Community by Residents beginning a new tenancy in the Community. No air conditioning or heating unit shall be newly installed in the front window or front wall of any home, or any wall facing a street. Central air conditioner compressors must be placed on a cement slab. Existing window units must be securely and attractively braced to the home.

4.2.3 Utility sheds, if installed, must be constructed of sturdy vinyl, aluminum, painted sheet metal or other finished siding material approved by Community Management prior to installation and must be anchored on a poured concrete slab or an approved sturdy wooden platform. Sheds may not be newly erected or reinstalled on a patio slab or driveway and can be no larger than 10' x 10' or 12' x 12'. The center line of the roof of the shed cannot be higher than the home. Wherever required, a permit must be obtained from the local city or county

building department and from Community Management before installation. Sheds shall be located on the side of the home (toward the rear of the home) but may not be installed in front of the lot or home, or in a location bordered by a street. Only one (1) shed per lot is allowed and sheds are prohibited from being equipped or tied-in with utilities such as electricity and water, unless prior written approval from Community Management is obtained as to the number of sheds and utility tie-in. Residents currently having more than one (1) shed will be allowed to keep any additional sheds located on the lot on a grandfathered basis; however, should any of the sheds on the lot become destroyed or damaged beyond repair, they may not be replaced over and above the one (1) shed per lot limit.

4.2.4 Concrete Slabs/Driveways - If the Resident damages and/or decides to remodel and/or remove their deck, carport, or any existing additions to their home and finds that the concrete slab and/or driveway are not in a well-maintained condition, then the Resident must repair the concrete slab and/or driveway to a well-maintained condition at the sole expense of the Resident. Painting of driveways and/or concrete slabs is prohibited.

4.2.5 Each Resident may be responsible for installing landscaping according to a Management-approved landscaping plan. Placement of flower beds is limited to the front of the home only, and flower beds may only be placed against the front of the home and not in a separate independent location elsewhere on the lot. Lots with existing flower beds not in compliance with this requirement may remain on the lot but must be kept in good repair and well-maintained or they will be required to be removed. No new flower beds may be created without the advance written permission of Community Management.

4.2.6 Residents must secure their street numbers and/or home lot numbers on the front of the home, placed consistently with surrounding homes as required by local emergency services.

4.2.7 Window coverings visible from the street shall be limited to blinds, shutters, drapes, curtains or similar standard window treatments. Bed sheets, mattresses, blankets, aluminum foil or similar items are prohibited from being used as a window covering or shade device.

4.2.8 No appliances, including but not limited to washers and dryers, may be placed outside the home.

4.3 The use of gas appliances for home heating is permitted; however, Resident shall give written notice to Community Management at least 7 days in advance of any installation of such appliances and shall provide documentation of installation by a licensed and insured contractor to Community Management upon completion of same. Propane tanks for use in outdoor grills or similar devices are not permitted in any area directly visible to any street.

4.4 Exceptions. Management reserves the exclusive, unrestricted right to grant exceptions to the referenced improvements due to space limitations, design considerations, etc., in cases where the intent of the requirement 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 management.

5. MAINTENANCE OF HOMES

5.1 Residents who commence occupancy in the Community must meet community standards, as disclosed in these Rules and Regulations. Community Management is in the continual process of maintaining these Community standards and reserves the right to require Residents to comply with the community standards, as set forth in these Rules and Regulations, in effect at the time of the Resident's entrance into the community. These requirements may be modified by Community Management due to space limitations, design considerations, or such other reasons as may be sufficient in the sole discretion of Community Management. Alterations or modifications to a home made in violation of these rules and regulations must be removed or replaced.

5.2 All homes and applicable buildings must be maintained in compliance with all municipal, county and State housing and health codes. In the event any governmental agency shall impose a fine for failure of the Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays

the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

6.3 Maintenance: All homes, carports, sheds, or any other items placed on a lot by Resident, must be maintained in a clean and orderly manner and in good repair. Resident must immediately repair any water or sewer leaks in or from pipes or fixtures in, on or under the home up to the point where such systems connect to the Community lines at Resident's lot. The exterior surfaces of the home including the eaves and trim shall be kept free of mildew, dirt, grime or discoloration. Homes must be pressure-washed at least annually, or as often as needed to keep the home in a well-maintained condition. Peeling, fading, or damaged exterior surfaces, and broken windows, skirting, doors, and screens must be restored and repaired to the condition of a well maintained home in the Community. Damaged areas or poorly painted areas of the home and accessory buildings must be repaired or repainted. Community Management reserves the right to require Resident to perform repairs, repainting or other maintenance that is needed to maintain Community standards as set forth in these Rules and Regulations.

6.4 Parking Area: Where (and if) the Community has provided a paved parking area on the lot, Resident is responsible for maintaining this paved area and keeping it in a state of cleanliness and repair. If damaged by Resident or guest(s) during the tenancy, Resident must repair same. This obligation includes any oil spill or leak.

6.5 Exterior Surfaces: As the appearance of the home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home, and free from mold and mildew. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to replace damaged, dilapidated, peeling, faded, 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.

6.6 All exterior materials used in upgrading, must be approved in writing by Community Management prior to their use on the home. The materials used should be consistent with the types of materials used on well maintained homes in the Community.

6.7 Alterations/Additions: Residents are encouraged to upgrade their homes. To ensure that individual actions are aesthetically compatible with other homes in the Community and in accordance with community standards as set forth in these Rules and Regulations, all improvements, additions, and alterations, including but not limited to replacement of existing porches, concrete slabs, carports, screened-in areas, awnings, skirting, steps, walkways, utility buildings, and similar items and the location of air conditioning units, must be approved in writing by Community Management prior to commencement of work.

6.7.1 No change may be made to the color of the exterior of the home or any portion thereof without prior written permission of Management. A sample of the proposed new color(s) must be shown to and approved by Management prior to repainting.

6.7.2 Each resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record.

6.7.3 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 Resident.

6.7.4 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.

6.7.5 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.

6.7.6 All improvements must be completed within thirty (30) days of approval by Community

Management. For additional information on community standards, please see Rule, "Setup: New or Resales."

5.2.1 All contractors performing work in the Community, including any contractors hired by the Resident, must be properly licensed to perform such work and, upon request from Community Management, proof of such license must be provided to Community Management.

6. LOT CARE

It shall be the responsibility of Resident to ensure that the lot is properly maintained. All lots must be maintained in compliance with all municipal, county and State building, housing and health codes. In the event any governmental agency shall impose a fine for failure of Resident to comply with the same, Resident shall be responsible for payment; and, in the event the Community pays the fine, Resident shall promptly reimburse Community Owner for the payment made on Resident's behalf.

6.1 Alterations: Any alterations or modifications to a lot, including attachments, driveways, landscaping, must have the written consent of Community Management prior to commencement of work. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with community standards as set forth in these Rules and Regulations, county building and zoning codes, and other restrictions of record. Alterations or modifications to a lot made in violation of these rule and regulations must be removed or replaced in order to comply with community standards as set forth in these rules and regulations, at Resident's expense.

6.2 Maintenance: Resident is responsible for the overall appearance of the lot. The lot must be kept clean, orderly, and free of litter and debris. Resident must maintain lawn, landscaping, trees, and shrubbery thereon including mowing, trimming, edging, weeding, watering, and the general care thereof. Although the Community Owner currently provides lawn mowing and edging services, these services are provided to the residents as a gratuity and may be discontinued any time at Community Owner's discretion, at which time the residents will be required to perform their own lawn mowing and edging. Objects such as lighting, yard decor, globes, stakes, bird baths, bird feeders, and any other similar items may not be placed along the Resident's driveway or in the Resident's yard; these items may only be placed in flower beds. If, after proper notice and an opportunity to take corrective action, Resident fails to properly maintain the lot to community standards as set forth in these Rules and Regulations, then Community Management may have the necessary work performed. The Community is not responsible for damage to homes or lots resulting from acts of nature.

6.2.1 Sod: Resident must trim and edge along the sides of the home, walkways, flowerbeds, driveways and streets before they become unsightly and overgrown. Generally, this means trimming and weedeating when the lawn reaches approximately three inches (3") in height. The object is to keep the Resident's lawns and the Community looking neat. Grass sod which has been damaged or destroyed by neglect, disease, insects, lack of water, vehicular traffic, or through other fault of the Resident, must be repaired or replaced at Resident's expense. If, in the opinion of Community Management, all or part of Resident's lawn needs to be re-sodded, Resident will receive written notice from Community Management to complete this repair at Resident's expense (this requirement shall apply only if the lawn was substantially sodded when the home was purchased).

6.2.3 Trees and Shrubs: Trees and shrubs which are on the lot of Resident and which are destroyed or damaged by high winds, by any act of nature, by disease, or in any other way, must be removed by Resident as part of the required lot maintenance; this includes dead trees and shrubs. Trees must be trimmed to maintain a minimum clearance of six (6) feet from foliage to ground. Resident must pick-up and dispose of fruit dropped from trees, remove dead or diseased plants, shrubs, or trees. Lot maintenance which is to be performed by Resident includes fallen tree or limb removal, limb trimming, fertilizing, root trimming or removal, leaf raking and removal and repair or treatment of damage, disease or infestation from lawn pests. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Resident's lot, is considered to be "on the lot." Any tree, the trunk of which is on a boundary line of Resident's lot, is the shared responsibility of the adjacent Resident (if the trunk is located on a shared boundary line between two lots) or of the Community Owner (if the trunk is on a boundary line separating Resident's lot from a common area of the Community or from an unoccupied lot).

6.2.4 Vegetable Gardens: Vegetable gardens are prohibited on the home site except where prior

written approval from Community Management has been obtained.

6.2.5 Absences: Residents who are going to be absent from the Community for more than 2 weeks must notify Community Management 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 Rules.

6.2.6 Watering: Sprinklers and hoses shall not be left running unattended and must be properly stored away after use (not left lying in the yard). Excessive watering which causes draining into streets, carports, under homes or adjacent home sites, or otherwise causes run-off from Resident's home site is not permitted. Community Management may enter a home site and turn off the water in these instances in order to protect the Community. Automatic lawn sprinkler systems must be approved by Community Management prior to installation and must be constructed in accordance with applicable government regulations after permits are obtained. Restricted watering days and/or hours may be required in compliance with directives from governing authorities; if so, such requirements will be posted in the Community and must be strictly observed.

6.2.7 Ditches: Those Residents whose lots are adjacent to drainage ditches are required to maintain the space up to the banks of said ditches to prevent unsightliness. Likewise, there shall be no dumping of leaves, clippings or other debris into the ditch by anyone. If any trash is dumped by Resident in such areas adjacent to Resident's lot, it must be removed at the Resident's expense.

6.3 Laundry Lines: Only removable and temporary laundry lines will be approved, and such lines may only be placed in the screened lanai area of the home, away and not visible from the street. Laundry lines must be taken down daily and properly stored between uses. Pole location must be approved in writing by Community Management prior to installation to avoid damage to underground utilities. Lines for hanging clothes outside and lines strung between trees or on carport supports will not be permitted. No one is permitted to hang towels, rugs, rags, wearing apparel, or any other such items on the home or on any other device on the home site, excepting the approved laundry line.

6.4 Solar Energy Devices: All solar energy devices (including solar powered devices and solar panels) must be approved by Community Management in writing prior to installation and must be constructed and installed in accordance with applicable state and local regulations and shall be installed only after all required permits, if any, are obtained.

6.5 Fencing: No wooden fences are allowed in the Community. Driveway boards are also prohibited. Fences already in place on the lot will be grandfathered in and allowed to remain; however, any grandfathered fencing may not be replaced if damaged or destroyed.

6.6 Antennas: No antennas or outdoor reception devices shall in any way be attached to or protruding from any home or home site, except small DBS satellite dishes less than one meter in diameter (39 inches) and broadcast TV antennas (over-the-air and multichannel multipoint antennas). All other outdoor reception devices are prohibited. Further, any equipment that interferes with neighboring reception is prohibited. Prior written permission from Community Management must be obtained before installation of any kind of approved outdoor reception device (DBS satellite dish or broadcast TV antenna) to ensure that the device is located in conformance with the aesthetic standards of the Community. It is advisable to check with your television service provider/carrier to ensure that reception is adequate before installing any satellite device or dish. Unused satellite equipment must be removed from the lot if not being used. The lot must be restored to a well-maintained condition after any satellite device or dish is removed.

6.6.1 To maintain an attractive community, satellite dishes or broadcast TV antennas must be installed in an inconspicuous location on the rear of the home or in a location that is not visible from the street. If such placement sufficiently impairs the quality of reception, the dish or antenna may be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. However, due to concerns over possible damage to underground utilities, prior written approval from Community Management is required for the placement of a satellite dish or broadcast TV antenna on the home site. Resident is prohibited from installing satellite dishes or broadcast TV antennas outside Resident's

home site.

6.6.2 Due to safety concerns posed by winds and the risk of falling outdoor reception devices and masts, these items together 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, approved outdoor reception devices shall not be installed nearer to a home site boundary than the combined height of the mast and reception device. 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.

6.7 Posts, Poles, and Stakes: No posts, poles, stakes, or the like are to be driven into the ground or around the perimeter of the home site without prior written approval of Community Management due to the danger of interfering with or damaging underground utilities. Resident will be liable for any expense incurred by the Community resulting from violation of this Rule.

6.8 Outdoor Equipment:

6.8.1 No outdoor equipment, including but not limited to, weight benches, trampolines, outdoor exercise equipment or other outdoor recreational equipment, major appliances, hot tubs and similar personal property or improvements, are permitted on the residential lot. No newly installed swing sets are allowed on the residential lot; existing swing sets may not be replaced.

6.8.2 Basketball hoops (either portable or stationary) 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 equipment is well maintained, and the Resident does not allow use except under Resident's supervision. Basketball hoops may not be set up on or near the street and must be located at the rear of the driveway. However, if the Community offers a basketball court as an amenity in the future, then basketball hoops are prohibited from being installed or located on the residential lot.

6.8.3 Swimming pools, lap pools, hot tubs, spas, saunas, water gardens, water fountains, or any similar personal property or improvements are prohibited, except for 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.

6.8.4 No outdoor fireplaces, fire pits, chimeneas, fire bowls, oil lamps, lanterns, or outdoor heaters of any kind are allowed. Barbeque gas grills, charcoal grills, and smokers used for outdoor cooking are allowed.

6.8.5 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 any allowable outdoor equipment.

6.8.6 The use of outdoor recreation equipment is subject to noise restrictions. (See rule re: Resident and Guest Conduct for further information.)

6.9 Outdoor Signage and Flags: 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. Residents may display one portable, removable United States flag or official flag of the State of North Carolina, not larger than 4½ feet by 6 feet, in a respectful manner in or on their home. Residents may also display one portable, removable official flag, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag in a respectful manner in or on their home. No other flags may be displayed on the home or in the yard.

6.10 Storage: Lawn care equipment, tools, toys, and other equipment must be stored out of sight in a

neat and orderly manner when not in use. No articles are to be stored in a visible location outside, on, or beneath the home, the deck, stoop, screened room, or patio.

6.11 Furniture: Only furniture specifically designed for outside use is allowed outside the home. Patio furniture and grills must be placed adjacent to the home when not in use. Any temporary structures such as portable carport covers, tents and party tents, canopies, pavilions, or other similar structures are prohibited from being permanently installed on the residential lot and must be taken down daily after use and properly stored.

6.12 Temporary Structures. Temporary structures such as pop up carports, garages or sheds are not permitted.

6.13 Trespass: Community Owner considers each lot space within the Community to be absolutely private to the demised Resident, and it shall be a violation of these rules and regulations for anyone to trespass through or upon the lot of another. Residents, Residents' guests, and pets must refrain from using shortcuts and/or walking behind or around another Resident's home or lot.

7. GUESTS

7.1 All persons who are not specifically named in the Rental Agreement are considered as guests. A guest is a person whose stay does not exceed fifteen (15) consecutive days or thirty (30) total days per year. Such person(s) will be required to be approved for residency within the Community pursuant to the Rules and Regulations. Guests shall not be permitted to reside or stay in the Community in the absence of Resident.

7.2 Guests, including children, are entirely the responsibility of their resident hosts and must comply with Community Regulations. Guests who are unruly or who create disturbances will be asked to leave. If Community Management so requests, a guest must vacate the Community within 24 hours of delivery to Resident or the guest of a written demand to vacate.

7.3 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 for handicapped persons.

7.4 Guests or any other similar individuals (invitees, visitors, etc.) are not allowed to receive any mail at the Community or have any mail addressed to them at any location within the Community. Only residents who have been approved by Community Management in writing are allowed to receive mail in the Community.

8. VEHICLES AND PARKING

Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in NCGS §20-286(10) Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation with a payload capacity which does not exceed 1 ton and is without advertising logos, signage, decals, and stickers.

8.1 Vehicles: All vehicles must have liability insurance in the minimum amount required by State law.

8.1.1 Only personal vehicles licensed and used for daily transportation will be allowed to be operated in the Community. All other vehicles, including but not limited to, any commercial vehicle, any vehicle with a payload capacity exceeding 1 ton, large trucks, cargo vans, step vans, semitrailers, motorhomes, recreational vehicles, buses, campers, boats, off-road vehicles, utility trailers of any type, boat trailers, motorcycle trailers or any similar 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. Personal vehicles where more than 30% of the vehicle is covered with decals or stickers of any kind are deemed unsightly and are prohibited from being stored in the Community.

8.1.2 If space in the designated storage area is available and storage fees as applicable are paid, then Resident may have the non-exclusive right of access to and use of the storage area for the purpose of storing the Resident's qualifying vehicle. Vehicles qualifying for placement in the storage area include a Resident's recreational vehicle or motorhome, boat, boat trailer, camper, utility trailer, motorcycle trailer, or personal water craft. In general, personal vehicles and commercial vehicles are prohibited from being stored in the storage area.

8.1.3 Motorcycles and mopeds which are properly registered and operated by a Resident with a valid operator's license 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. All permitted vehicles must have factory-type quiet mufflers. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled.

8.1.4 ATV's, minibikes, dirt bikes, go-carts, or any similar motorized vehicles are prohibited from being operated in the Community. No unlicensed off-road vehicles will be permitted within the Community.

8.1.5 Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

8.2 Parking: 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. **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.

8.2.1 Resident is permitted a total of two (2) vehicles per lot, provided there is adequate room on the driveway.

8.2.2 Campers, trailers, motorhomes, boats or delivery vehicles will be permitted reasonable time for loading and unloading, but shall never be parked or stored overnight within the Community. No person may remain overnight or otherwise reside in the Community in any camper, motorhome or similar vehicle.

8.2.3 Unless otherwise provided by Community specific rules, the street right-of-way may not be used for parking. A guest's vehicle may be temporarily parked in the street right-of-way but never overnight. A Resident's vehicles may be temporarily parked in the street right-of-way for drop-off and pick-up for no more than fifteen (15) minutes but never overnight. 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 Resident's lots. Residents are responsible to insure that guests' vehicles comply with these rules.

8.3 Vehicle Repairs: 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, handpainted, or unpainted or which are missing external parts, are not to be stored on the lot or in any other area within the Community. 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, payable to the towing service and not to Community Owner.

8.4 Vehicles in violation of these Rules may be towed away without notice, or with such minimum notice as is required by applicable law, at the registered vehicle owner's expense, payable to the towing service and not to Community Owner.

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

8.6 Speeding in excess of posted limits is prohibited. All autos, motorcycles, mopeds and any other vehicle must observe the posted speed limits (or a speed limit of 10 mph if no speed limits are posted) and must

obey all “stop signs” or other posted warnings. A FULL STOP must be made at all stop signs. Residents must observe and abide by the one-way roadways in the Community. Residents enter the Community via the roadway on the north side of the Community and exit via the roadway on the south side of the Community, with the exception of the residents living in the first three homes on either front side of the Community and the first two homes located in the center of the Community that can easily see incoming traffic entering and leaving the Community. All of these Rules 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.

8.7 Bicycles, golf carts and pedestrians have the right of way, and must observe all traffic rules. Bicycle riding in the Community after dark is permitted only if bicycles are equipped with front lights in working order and reflectors on the rear the bike. Bicycle riders must obey all street signs.

8.8 The building of boats in the Community is prohibited.

9. PETS

9.1 Prior written approval from Community Management must be obtained as to any animal which is to reside in the Community, and such written approval must be obtained and submitted prior to the time the pet is actually brought into the Community. No more than two (2) total generally accepted domestic pets which have been approved and registered by the Community Manager are allowed per household. To be approved, the pet must be an inside pet and a true household pet and may not weigh more than fifteen (15) pounds at maturity. Community Management reserves the right to make decisions on pets on a case by case basis but shall not use this discretion to approve or grandfather a pet with a history of barking, attacking, growling, biting, other menacing behavior or any dog whose breed or breed mixture appears to be a dangerous breed as described in the Dog Rule below. Community Management can at any time terminate approvals granted for pets based upon incomplete, inaccurate, or changed information.

9.2 Completion of the written application form by 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 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 Rules if the pet is not immediately removed.

9.3 As part of the application, Resident shall submit to Community Management 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 Community Management within 15 days of the renewal date of any pet license and/or vaccination and inoculation requirement.

9.4 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.

9.5 Dogs

9.5.1 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 Bull Terriers, Chow Chows, Akitas, wolf/dog mixes, any dog which is a mix of the above breeds, or any dog that exhibits aggressive behavior. An animal is considered “aggressive” when its behavior reasonably causes fear for a Resident, guest or Community employee or contractor. A single bite is sufficient reason, but not a prerequisite for removal under this rule. Properly trained and well-behaved “house dogs” 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.

9.5.2 Dog owners are required to demonstrate full control of their dog and its 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.

9.5.3 Dogs must be kept inside the home except when taken outdoors on a leash for reasonable outdoor exercise periods. For this purpose, dogs may be walked on 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 lot.

9.5.4 Dogs shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the 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.

9.5.5 Persistent barking (barks or howls for ten sustained minutes or more on a regular and recurring basis) by any dog at any time of the day or night constitutes unacceptable dog behavior.

9.5.6 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 Rules.

9.6 Cats

9.6.1 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.

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

9.6.3 Cats shall not, under any circumstances, at any time be caged, fenced, tied or otherwise left restrained but unattended outside the home of the cat's owner. Cats are not allowed to roam free in the Community at any time. 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.

9.6.4 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 Rules.

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

9.7 Birds

9.7.1 Pet birds whose singing or other noises are not audible outside the Resident's home are

permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

9.7.2 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 Rules.

9.7.3 Due to the close proximity of homes, storage sheds, and attachments in the Community, bird feeders that contain grain or powder are prohibited. Only hummingbird feeders are allowed in the Community.

9.8 Other Animals: No other agricultural or wild animals, poisonous creatures or exotic creatures such as pigs, iguanas, snakes, ferrets, rabbits, etc., are permitted in the Community.

9.9 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.

9.10 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.

9.11 Feeding of stray or wild animals is prohibited. Residents and their guests understand that it is unlawful to feed any wild or stray animals in the Community and accept full responsibility for any consequences which may arise as a result of disobedience to this rule. Community Management strongly recommends that Residents and their guests avoid Community ponds in order to encourage compliance with this rule.

9.12 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.

10. UTILITIES

10.1 Utility Hook-Ups: All electrical and plumbing hook-ups must be completed by licensed and Community approved service people. Any fees for installation or hook-up of utilities are the Resident's responsibility. Resident must determine the amperage requirements of his home, appliances, and equipment. If Resident's amperage requirement is not met, Resident shall bear the cost of replacing or upgrading the breakers, electrical wiring, and connections. It shall be Resident's sole responsibility to purchase the wire and required connecting device and to hire a duly licensed electrician for this installation. Resident must notify and cooperate with Community Management for the placement of the electrical components. Resident is responsible to Community Management and to the other Residents within the Community for any damage that arises from faulty wiring within the home, inadequate amperage, or improper installation of the electrical components.

10.2 Utility Repairs: All utility problems must first be reported to Community Management before commencing any repairs. The cost for repairs made without notifying Community Management, including any damages incurred, will be the Resident's responsibility. Community Management is not responsible for the failure, default, improper act, or omission by any utility supplying such services. Residents must immediately repair any water or sewage leaks in or from pipes or fixtures in, on or under the home up to the point where such systems connect to the Community lines at Resident's lot. Resident's obligation for maintenance and repair of water, sewer, and electric lines and connections are set forth in the Rental Agreement. Resident must arrange for electrical upgrades or modifications necessitated by Resident's use of electrical power.

11. GARBAGE AND TRASH DISPOSAL

11.1 All garbage must be wrapped and placed in the proper receptacles by the Resident and securely closed at all times. Until delivered to the dumpster for pickup by the Resident, any garbage or trash containers are to be placed behind the home in an area not visible 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 before placing in trash receptacles.

11.2 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 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.

11.3 Residents are responsible for cleaning up any scattered or remaining residue resulting from placement of trash in the dumpster. It is Resident's responsibility to remove any trash the service provider will not handle and dispose of same outside of the Community.

11.4 Residents, their guests, agents, invitees or other occupants are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under or about the leased site, or any area in the Community, and from transporting to or from the leased site or other area of the Community any hazardous waste.

12. RESIDENT AND GUEST CONDUCT

12.1 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 home or inside the 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. Written complaints filed with Community Management by Residents concerning noise or disturbances caused by another Resident or such Resident's guests shall be considered as evidence of a violation of these Rules.

12.2 Residents, occupants, and guests are not permitted to play in the streets, in vacant lots, or in the yards of other residents; are not permitted to climb trees in the Community or play ball in the Community streets; or to pass through other residents' yards. Resident shall be responsible for the actions of such occupants and guests who violate these Rules and Regulations. Such violations are considered to be violations by the Resident.

12.3 Skateboarding is prohibited in all common areas of the Community, including vacant lots.

12.4 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.

12.5 No alcoholic beverages may be used or consumed on or in any common area of the Community. Smoking is not allowed in any Community structure.

12.6 Residents will be held responsible for their own conduct and the conduct of the 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. Each Resident is jointly and severally liable for the actions of all such described persons and of any additional persons arriving with such described persons and the resulting damages occurring to another Resident's property or that of Community Owner's property. Guests may not sleep in vehicles.

12.7 Illegal drugs are strictly prohibited and will not be permitted.

12.8 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.

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

12.9.1 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.

12.9.2 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 home, leased lot, or otherwise.

12.9.3 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 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.

12.9.4 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 home, leased lot or otherwise.

12.9.5 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 Community Owner, Community Management, or other Residents, or involving imminent or actual property damage.

12.9.6 VIOLATION OF THIS RULE REGARDING CRIMINAL ACTIVITY IN THE COMMUNITY SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for termination of the lot rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

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

12.11 Residents and guests shall not loiter or wander on the streets of the Community between the hours of 10:00 p.m. and sunrise. The term "loiter" means to stand idly about, linger aimlessly, or stop in the course of a trip, journey, or errand. The term "wander" means to move about without a definite destination or purpose, to roam, rove, or stray, to stroll aimlessly, or move from place to place in an aimless or leisurely manner.

13. 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

14.1 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 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 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 home or of any interest in a home for the purpose of resale, leasing, subleasing, renting or other business use.

14.2 No garage, lawn or tag sales will be permitted except those authorized in writing in advance by Community Management. No exceptions will be tolerated. Authorization for such sales held by individual Residents will be based on Resident(s) agreement to restrictions on the time and manner of the sale and the nature of things to be offered for sale. Community Management reserves the right in its sole discretion to immediately cancel or terminate any sale which results in a disruption of the quiet enjoyment of the Community by any Community resident.

15. LAWS

Resident must comply with all obligations imposed on manufactured home / RV owners/renters and residents 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. COMMUNITY OWNER ACCESS TO HOME AND LOT

In an emergency situation, Community Management may enter a lot and/or home to prevent imminent danger to an occupant of the home or to the home itself. Additionally, at all reasonable times and subject to any minimum notice requirement of applicable law, Community Management may enter onto the lot for purposes of repair and replacement of utilities and protection of the Community but not in such manner or at such time as to interfere unreasonably with Resident's quiet enjoyment of the lot.

17. COMPLAINTS AND NOTICES

All complaints to Community Management must be made in writing, signed and dated, and must be submitted to Community Management. If you have any complaints or recommendations, please discuss them with the Community Management. Avoid passing rumors on to others. Community Management is not responsible for delivery of personal notes or messages.

18. MAINTENANCE REQUESTS

All requests for Community maintenance must: (1) be submitted to Community Management in writing; (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.

19. USE AND OCCUPANCY

The residential lot shall be used solely for the purposes of placing a home thereon for the residential use

and occupancy of Resident. Without prior written consent of Community Owner, the lot may not be occupied by more than 2 persons per bedroom.

20. 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.

21. INSURANCE

Residents are responsible for obtaining and maintaining liability insurance; homeowners' insurance; flood insurance; pet insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the home within this Community, or from occupancy of such home while it is in the Community. A copy of the declaration page from Residents' insurance policy shall be given to Community Management upon request. Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Resident's lot or within a Resident's home, or for reimbursement to the Resident for the loss of the home or personal property.

22. GOVERNING LAW

Community Owner-Resident relationship created by the Lease Agreement and these Rules shall be governed by applicable federal law and the law of the State of North Carolina. 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 Rules that may be contrary to same.

23. SUBLEASING AND RENTING

Subleasing, including short-term rentals and vacation rentals, is prohibited in the Community. Examples of short-term rentals and vacation rentals include, but are not limited to, AirBnB, VRBO, etc., and any other similar or like kinds of rentals. No portion of the lot or manufactured home / RV may be subleased, rented, or leased by Resident, nor occupied by any person(s) by or through a rental/purchase option or such other similar lease of the lot. Community Management may lease any manufactured home / RV it owns or leases on Community lots. Any subleasing, renting or leasing by Resident shall be void, and shall constitute a default by Resident under his Lot Rental Agreement. Manufactured home / RV spaces are not transferable. "Subleasing" is defined as the occupancy of a manufactured home / RV by anyone other than the approved occupants while the approved occupants are not present or by guests whose stay exceeds that set forth in these Rules and Regulations.

24. LEASE AGREEMENT TERMS AND CONDITIONS

A written Lease Agreement will be required of all new Residents prior to occupancy. These Rules and Regulations are deemed incorporated as terms and conditions of the Lease Agreement. Resident shall not assign the Lease Agreement, or any interest therein. In the case of automatically renewing lot leases that do not otherwise provide that they are assumable, with the prior written consent of Community Owner, the purchaser is allowed to assume only the remainder of the lot lease term in effect at the time of sale.

25. ENFORCEMENT AND EVICTION

25.1 Prior to admission to this Community, each prospective Resident must sign an acknowledgment that they have read, and that they understand and agree to be bound by, the Rules and Regulations as set forth herein. Please note that ignorance of a Rule and Regulation is not an excuse for violation. Every effort will be made by Community Management to ensure that the Rules and Regulations are enforced and that your safety and comfort are not disturbed. Your cooperation is essential in providing you and your neighbors a peaceful and enjoyable community.

25.2 Compliance and enforcement of Rules and Regulations is a matter between Community Management and the offending Resident, and as such, no other home owner or resident has any right against Community Management relative to enforcement of the Rules and Regulations against another Resident. Residents are fully responsible for keeping their own homes and lots in compliance with the entirety of these Rules and Regulations; complaints or references regarding potential rule violations of other Residents or homes in the Community does not absolve Residents of their own maintenance obligations.

25.3 Community Management will contact Residents who violate a regulation by means of a personal visit, a telephone call, or a Notice of Rules Violation issued in accordance with NCGS Chapter 42. It is expected that all Residents will correct the violation in a timely manner in accordance with Chapter 42. Repeated violation could lead to possible eviction proceedings in accordance with applicable law.

25.4 A tenant or occupant shall be subject to eviction in accordance with the procedures set forth in NCGS Chapter 42, and as amended.

26. 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 Rules 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.

27. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant special exceptions to these Rules 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 Rules 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.

28. SURVIVAL

If any portion of these Rules and Regulations is found to be void or unenforceable by a court of competent jurisdiction, the balance of these Rules and Regulations 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 Rules and Regulations, such State or local law shall control the relationship between the parties hereto.

29. ADDITIONAL RULES AND REGULATIONS FOR RENTAL UNITS ONLY

- 29.1** No smoking inside unit. Please go outside to smoke.
- 29.2** Nail holes made in wall(s) must be repaired by Resident/Tenant.
- 29.3** A 30-day written notice must be given upon the conclusion of tenancy, or else Resident's security deposit will be forfeited.
- 29.4** Any major repairs needed to the unit must first be reported to Community Management.
- 29.5** Electric bills will be presented to the Tenant, if applicable, each month and are payable upon receipt, payable to _____. This bill must be reimbursed upon receipt to avoid late charges from the electric company. If the bill is not paid by the date noted, an additional late fee of \$10.00 will be added to the electric charge. If Tenant desires cable or internet service, such service may be obtained by the Tenant independently; however, Tenants must subscribe to such services on their own separate accounts. Approval from the internet service provider may need to be granted from the Management in order to accomplish this. If such approval becomes necessary, please contact the Community office in order to get the new service implemented and approved.
- 29.6** Upon the conclusion of tenancy, all rental units will be inspected for cleanliness and damages before security deposits will be refunded. Deposits are not applied toward regular rent payments.
- 29.7** No additional locks will be installed on any door without the written permission of Landlord. Landlord will be given duplicate keys for all locks so installed at Tenant's expense, before they are installed.
- 29.8** No pets are allowed in the rental unit unless first approved by Community Management in writing.
- 29.9** If Tenant desires renters' insurance, such insurance must be purchased separately and independently by Tenant. Community Management does not provide any insurance or protection for any of Tenant's property in the Community.
- 29.10** Should Tenant lock himself/herself out of the unit and be unable to gain access through his or her own resources, Tenant may call upon a professional locksmith or Community Management (if available) to let Tenant in. In either case, Tenant is responsible for payment of the charges and/or damages involved. Management charges no fee for same provided Management is at the Community and between the hours of 8:00 a.m. - 5:00 p.m., on weekdays only (excluding holidays). For all other times there is a \$25.00 fee for this service if Management is called to open the unit. These fees will be payable at the time service is provided.
- 29.11** Tenant(s) hereby acknowledges that the said property is in good condition. If there is anything about the condition of the property that is not acceptable, Tenant agrees to report same to Community Management within 3 days of taking possession of the property. Tenant agrees that failure to file any written notice of defects will be legally binding proof that the property is in acceptable condition at the time of occupancy.
- 29.12** Management reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services, including pest control services, or to show the residence to prospective residents, purchasers, workmen, or contractors. Whenever practicable, a two-day notice of the Management's intent to enter shall be given to the Tenant.
- 29.13** There is a mandatory minimum cleaning fee of \$125.00 for Community-owned rental units. This fee is for someone to lightly clean and tidy up the residence for the next resident. If the rental unit is in need for further, more extensive cleaning, additional fees will be charged, so please leave the rental unit as clean as possible in order to avoid incurring additional fees being taken out of your deposit. Carpet and furniture (if necessary) will be cleaned by a PROFESSIONAL carpet cleaning company upon Tenant(s) leaving, billed at the current rate charged by the carpet cleaning company. Furniture will be professionally cleaned, if necessary, so please take care of any furniture in the unit as well. If Tenant(s) decides to hire their own PROFESSIONAL carpet and/or furniture cleaning company, a copy of the receipt for same services must be provided from the company that performed the cleaning.

Tenant(s) may not rent a machine to perform this cleaning or perform such cleaning himself or herself; the cleaning must be PROFESSIONALLY done.

Violators will be prosecuted and held responsible for ALL legal fees incurred due to Tenant(s)' failure to adhere to the Rental Agreement and/or these Rules and Regulations. Any fees and damages resulting from civil litigation will be paid to the prevailing party.

EACH RESIDENT ACKNOWLEDGES HAVING BEEN GIVEN AN OPPORTUNITY TO READ ALL THE ABOVE COMMUNITY RULES AND REGULATIONS, AGREES TO COMPLY WITH EACH, and is in full agreement with these Community Rules and Regulations being an integral part of the Application for Residency and Rental Agreement between Resident and Community Owner. Resident acknowledges that violations, infractions, breach, or default of these Community Rules and Regulations will be grounds for termination of Resident's Rental Agreement and eviction from the Community.

EXECUTED this _____ day of _____, 20_____.

_____/_____/_____
FIRST RESIDENT SIGNATURE

_____/_____/_____
SECOND RESIDENT SIGNATURE

_____/_____/_____
THIRD RESIDENT SIGNATURE

_____/_____/_____
FOURTH RESIDENT SIGNATURE

BY EXECUTION HEREOF, THE BELOW SIGNED REPRESENTATIVE OF COMMUNITY OWNER CONFIRMS THAT RESIDENT(S) REFUSED TO SIGN THE ABOVE CONFIRMATION REGARDING THESE RULES AND REGULATIONS NOTWITHSTANDING THE FACT THAT A COPY OF THE RULES AND REGULATIONS WAS DELIVERED TO THEM ON _____, 20_____.

By: _____/_____/_____
COMMUNITY MANAGER