

SPRINGRIDGE MOBILE ESTATES RULES AND REGULATIONS

499 Springridge Rd.

Clinton, Ms.

601-924-0947

Office@SpringridgeMHP.com

www.SpringridgeMHP.com

RULES AND REGULATIONS

WELCOME TO OUR PARK: All reasonable means will be taken to make your stay here a safe and happy one. Management makes and enforces the Rules and Regulations and will operate under Mississippi State Laws, applicable County and City Ordinances, and the Rules and Regulations set forth herein. They will be strictly enforced to insure that the park remains a Deluxe Mobile Home Park.

Consideration and courtesy for others will help us all make this a pleasant place to live. Your cooperation is requested in helping us to maintain a clean, attractive, safe home for you and all residents of Springridge Mobile Estates.

The following rules, regulations, covenants, and standards of conduct have been carefully prepared to protect every mobile home resident. It is anticipated that these rules will create a safe, happy, and compatible community in which all of us can take pride. Please **READ THESE RULES CAREFULLY, THANK YOU.**

1. MANAGEMENT

A. Company Management shall be represented by its Resident Manager vested with all the legal rights and authority to enforce the Rules and Regulations on behalf of Company Management.

B. Management/Owner reserves the rights to amend, revise, and add to the park rules and regulations from time to time, at to the best interest of the park; and in accordance with the laws of the State of Mississippi, County, and City Ordinances. Notices of any such amendment, or revision shall be available at the office and posted on the bulletin board at the post office. A current copy of the Rules and Regulations shall be available at the office for inspection.

C. Management may approve or reject applications for residency and also has the responsibility to **APPROVE OR REJECT** an individual mobile home so that its size, age, and appearance meet Park standards. No mobile home more than three {3} years old may move into the park without special Management/Owner approval.

D. Management is responsible to provide utility {pedestals/risers}, such as water, sewer, gas, and electricity to each lot. Tenants are responsible for all connections from the hook-up risers provided to your mobile home, and any deposits to utility companies.

E. Mobile homes must be parked in a uniform manner and upon arrival to the park, the Manager will instruct the driver as to the proper position for parking the home on the lot. Movement of mobile homes **IN** and **OUT** of individual lots without Management being in attendance is **NOT ALLOWED.**

2. RENTS AND OTHER CHARGES

A. Rents are on a month-to-month basis, due and payable in advance on the FIRST {1ST} day of the month. Rents not paid by the close of business 5:30 P.M. on the THIRD {3RD} are subject to a {\$100.00} late charge. NO EXCEPTIONS.

B. If resident pays by personal check, and if the check is returned by the bank unpaid, and it cannot be shown by the bank to be a bank error, management may revoke that resident's option to pay by check. Resident must thereafter pay by money order or cashier's check. Further, a thirty {\$30.00} dollar service charge will be assessed in addition to the late penalty charge as set forth above.

C. Tenant is required to give a THIRTY {30} days WRITTEN NOTICE prior to vacating his/her space. A notice to vacate by tenant MUST BE accompanied by PAYMENT OF RENT IN FULL THROUGH TERMINATION DATE and NO RENTS will be refunded. Tenants FAILURE to GIVE a thirty {30} days written notice PRIOR to TERMINATION will result an ADDITIONAL MONTHS RENT BEING DUE, and MANAGEMENT will have a LEIN against tenant's SECURITY DEPOSIT until it is paid.

D. A security deposit of \$200.00 will be paid with the application. IN NO CASE MAY THE SECURITY DEPOSIT BE USED OR COUNTED AS PART OF THE LAST MONTH'S RENT. Said deposits will be refunded when tenancy is terminated, lot vacated in a clean, orderly manner, with all TIE DOWNS REMOVED, and all charges including rent have been paid. In the event tenant vacates said premises before one year of occupancy, after receiving free rent or promotional move-in fee, security deposit will be forfeited and promotional fee paid will be repaid to Springridge Mobile Estates prior to moving out of the mobile home park.

E. The maximum number of people in each household is FOUR {4} people: (Limit of 2 adults). Person living in the home must own the home and must show papers from finance co. and account number to prove ownership, and person to contact at finance co., and must be on the job 2 years or longer.

F. Any failure by tenant to pay rent's or other charges promptly when due, or any failure to comply with the terms and conditions of the Rental Agreement, shall therefore be deemed a default and shall at the option of Management/Owner result in the IMMEDIATE TERMINATION of the tenancy.

G. Tenants acknowledges that he/she has inspected the premises and hereby accepts them in their present condition and releases Management from responsibility or liability for any injury or damage occurring upon or in any way connected with the premises, and harmless from any claims for damages that may be caused by the reentering and taking possession by Management upon default in performance or observance of any terms of these Rules and Regulations. The equipment and facilities furnished on the Park premises are solely for the convenience of residents and guests, and all persons using same do so at their own risk. Tenant agrees that Management will not be responsible for any accidents, injuries, or losses of, or damage to property caused by fire,

theft, wind, floods, any Act of God, or any cause beyond the control of Management.

H. No waiver by Management of its right to enforce any rent provision herein, after any default on the part of a tenant, shall be deemed a waiver of Management's right to enforce its rights upon any further or other default by the tenant in connection with the payment of rent. Furthermore, the acceptance of rent under lease agreement shall not constitute a waiver of any breach of any Rule, Regulation, or Covenant of the lease nor shall it reinstate, continue, or extend the term of the party's lease or affect any notice, demand, or suit hereunder.

3. RENTING, SUBLETTING AND SALE OF MOBILE HOMES

A. Residents MAY NOT RENT/SUBLET their mobile home. The home must be sold or moved from the park upon termination of the tenancy. No exceptions. SUBLETTING OFR YOUR HOME WILL RESULT IN AN IMMEDIATE INCREASE OF LOT RENT BY \$100.00 PER MONTH AND TERMINATION OF TENANCY.

B. A tenant may sell his/her mobile home at any time and must notify the office of his/her intent THIRTY {30} days prior to actual sale to review Park rules with selling tenant and determine if mobile home has to be moved from Park. If not, an application must be completed by the new buyer to qualify for residency, and accepted by Management. If, accepted, the buyer must sign a set of Park Rules and Regulations.

C. A tenant selling his/her mobile home may place one 8 ½ "x 11" {maximum} "FOR SALE" sign in any window. A type written 5"x7" card with sale information can be given to management for placement on the park bulletin board. EXTERIOR signs are PROHIBITED.

D. A tenant wishing to have someone use his/her mobile home during the tenant's absence must also obtain written permission from Management if tenant plans to be absent for more than two {2} weeks. In such case, the prospective occupant of the mobile home must also execute a rental agreement and a set of the Park Rules and Regulations. {See Paragraph "A" above.}. Owner maintains responsibility for rent, service charges, etc., if incurred by TEMPORARY OCCUPANT; or any VIOLATION which may include EVICTION OF TENANT AND MOBILE HOME.

E. No trade, business, profession, or other types of commercial activity shall be carried on upon any of the land covered by these restrictions, NO EXCEPTIONS.

4. VISITORS AND GUEST

A. Tenant is required to acquaint all guest with Park Rules and Regulations and Must accompany them at ALL TIMES within the park. The tenant is personally responsible for ALL THE ACTIONS AND CONDUCT OF

THEIR GUEST and to this end is liable for any damages to property within the Park caused or contributed to by their guest.

B. All visitors or guest who remain fourteen days or use the pool, tennis court or other facilities must be registered at the office. Those failing to register their guest will be charged a fee \$3.00 per night per person, back to the original time of staying in the Park. **BETTER YOU TELL US THAN YOUR NEIGHBOR.**

5. TRASH

A. ALL GARBAGE must be placed in a SEALED PLASTIC BAG before depositing IN DUMPSTER. Any trash, garbage, or article left outside the dumpster to be picked up by Park Personnel will result in an additional \$100.00 in rent due to the need for management to correct this. Any large item not in a sealed plastic bag, that the trash crew will not take such as FURNITURE, CARPETING, LARGE TOYS, APPLIANCES, ETC. WILL RESULT IN AN ADDITIONAL RENT OF \$200.00 and a violation resulting in a possible eviction. Also sending trash, etc. by neighbor, friend, and/or children DOES NOT relieve liability of the above requirements.

B. All trash containers must be kept CONCEALED from PUBLIC VIEW and therefore, be placed either in a UTILITY SHED or OTHER LOCATION INSIDE YOUR HOME.

C. Residents shall not permit any trash, debris, or anything that would be detrimental to the general appearance of the Park to accumulate in the back yard or space assigned to him/her along with his unit so as to cause it to become objectionable in the eyes of his/her neighbors or Management. If condition, said resident shall cause the same to be removed or corrected immediately upon request of management. This will be done at the expense of the resident or eviction will result if not corrected within a reasonable length of time.

6. SKIRTING/DECKS

A. Acceptable skirting is VINYL ONLY, and MUST BE APPROVED BY MANAGEMENT prior to installation.

B. All mobile homes must be professionally skirted by its owner on ALL FOUR {4} SIDES, and the tongue must be removed and placed under the home. You have THIRTY {30} DAYS AFTER ARRIVAL of the mobile home on Park premises to complete skirting. If skirting IS NOT COMPLETED within THIRTY {30} DAYS per paragraph "A", THE RENT FOR THAT SPACE IN VIOLATION WILL BE INCREASED \$35.00 per month. If within SIXTY {60} DAYS the skirting is not installed tenancy will be in jeopardy. EVICTION FROM THE PARK WILL BE ENFORCED. NO EXCEPTIONS!!!

C. NO CONSTRUCTION, additions, or improvements may be made without prior written approval of management. All such construction,

additions, or improvements shall be in compliance of ordinances and building codes of the City of Clinton.

7. VEHICLES

A. Each mobile home site has facilities for two{2} vehicles. TENANTS MAY NOT PARK ON THE STREET because of traffic and the need to keep our streets open for emergency vehicles. A maximum of TWO {2} VEHICLES are allowed per mobile home space. GUEST PARKING has been added throughout the park and is not for the use of tenants regular parking. No overnight guest parking is allowed in these spaces unless you notify the Manager.

B. PARKING OR DRIVING ON PARK GRASS BY TENANT OR GUEST IS STRICTLY PROHIBITED. Any vehicle found parked or driving on the grass, including your guest, will result in an additional charge of \$100.00 for damages & Management's expense of enforcing this provision; and at the option of Management may result in the IMMEDIATE TERMINATION OF THE TENANCY.

C. AUTO SPEED LIMIT: The speed limit in the park is 10 MILES PER HOUR {MPH} . Speeders will automatically be charged \$50.00 for each offense and be faced with possible EVICTION. Tenants are responsible for instructing your guest as to the Park Rules Auto Speed Limit.

D. MAJOR VEHICLE REPAIRS ARE STRICTLY PROHIBITED on park premises. The ONLY exception will be minor emergency repairs that will take less than {2} hours to repair.

E. Vehicles dripping gasoline, oil, antifreeze, or other fluids must be REMOVED to prevent damage to paving. Oil dripping and damage must be removed by tenant pursuant to the terms of Paragraph 10 C.

F. All motorized vehicles must meet State Law Requirements in order to be operated in the Park. NO UNUSABLE or UNSIGHTLY vehicles will be allowed in the park.

G. Management reserves the right to forbid entry of any vehicle which is driven or parked in violation of Park Rules and Regulations.

H. Driving in the Park while INTOXICATED, UNDER THE INFLUENCE OF DRUGS, RECKLESS DRIVING, LEAVING THE SCENE OF AN ACCIDENT, {HIT AND RUN}, PLAYING LOUD MUSIC from a vehicle while in the Park, will result in IMMEDIATE EVICTION. NO EXCEPTIONS.

I. NO LARGE TRUCKS rated over THREE-QUARTER TON may be on the premises. Large commercial vehicles or trailers with equipment are also not allowed on Park premises. Large commercial vehicles or trailers with equipment are also not allowed on Park premises.

J. Pedestrians, children playing {not allowed in streets}, bicycles, joggers, etc. shall be granted the right-of way, {at no time shall they obstruct traffic}.

K. Notify your guest, visitors, and delivery men to follow all driving Rules and Regulations.

L. ALL vehicles including motorcycles, MUST be equipped with mufflers that are not noisy and will not disturb tenants.

M. The operation of motor scooters, minibikes, and other two and three-wheel motorized vehicles are NOT allowed to be ridden inside of the Park.

N. Owners of motorcycles are allowed to ride your motorcycles from the Park entrance to your home and back again. Riding around the Park is prohibited, or standing in one place and revving the engine is also PROHIBITED.

8. PETS

A. The Park has very strict and special pet rules. A pet owner may be living next to someone who does not like pets, thereby necessitating the strict enforcement of these pet rules.

B. No pets are permitted except ONE {1} DOG weighing less than TWENTY {20} POUNDS AT MATURITY, OR ONE DOMESTIC CAT, except as specifically authorized in writing by Management. ALL ANIMALS OWNED BY THE RESIDENT SHALL BE KEPT WITHIN THE INTERIOR OF THE RESIDENT'S HOME. NO PET ARE TO BE TIED OUTSIDE OR CAGED AND LEFT UNATTENDED.

C. ALL PETS including cats MUST BE ON A LEASH WHEN OUTSIDE and are not to be left outdoors unattended. Pet owners shall be responsible for cleaning up any feces of their pet and disposing of it in a sanitary manner. When walking your pets, do not allow them to stop and "go" on anyone else's home site. Pets are not allowed in any recreational area at any time. All pets must be maintained in accordance with the health codes and licensing requirements of the City, County, and State. ALL PETS must be REGISTERED with Park Manager. Pets that are noisy, vicious, destructive, or cause disturbance or constitute a nuisance shall be removed from the park upon three {3} days notice from the Park Manager. Any pet found in the Park without a leash will be picked up and delivered to the animal shelter. All pets with vicious and dangerous characteristics will not be allowed in the Park. Pets must have vaccination form in file at the office.

D. Guest may NOT bring pets with them into the Park.

E. Should a tenant loose his/her pet, tenant MUST obtain written permission from Management before acquiring another one.

9. LANDSCAPING

A. Any resident wishing to landscape their space may do so as long as it is done in a clean attractive manner and to the satisfaction of Management, approval will not be unreasonably withheld. Management encourages everyone to be as original and elaborate as they wish as far as lawn, flowers, and shrubs are concerned. Installation of any trees, concrete, masonry, or ground cover, {including rock, wood chips, bark, etc.}, MUST be approved by

Management beforehand. Residents MUST check with Management before digging or driving rods or stakes in the ground as they might damage underground utility wires or plumbing. Tenants shall bear the cost of repairs to any utilities damaged by tenant.

B. All landscaping improvements shall at once become a part of realty and belong to the park and shall remain upon and be surrendered with the lot, provided that at Management's option, tenant, at his expense when surrendering the lot, shall remove all such landscaping planted by tenant. Tenant shall repair any damage to the premises caused by removal.

C. Removal or drastic trimming of any trees or shrubs is STRICTLY PROHIBITED, without receiving Management approval.

D. Each tenant shall be responsible for MAINTENANCE OF ALL LANDSCAPING ON LOT, BUT NOT LIMITED TO:

1. Cutting grass WEEKLY during growing season.
2. Trimming grass and weeds WEEKLY around trees, utility risers, shrubs, and up close to your mobile Home skirting.
3. Water WEEKLY during growing season and fertilize as necessary.
4. Trimming of shrubs and trees using standard practices.
5. Keeping yard clean from all paper, bottles, cans, and other litter.
6. When on vacation or away from the Park, please arrange for someone to care for your yard. Please have delivery of your newspaper stopped during vacation or have it removed from your yard daily.

E. Failure to keep your lot grass mowed, trimmed, and free of junk and litter, will cause management to have it done for you and a service charge of \$50.00 will be added and become due on the first of the month. The FIRST time Management has to enforce this rule, {after a 48 hour notice to correct the same} your service charge will be \$50.00, the SECOND time \$75.00, and the THIRD time will result in an EVICTION. If you are interested in weekly lawn care, contact Management and make arrangements.

F. You are expected to keep your lot in a neat and orderly fashion. This means that NO automobile tires, inoperable automobiles, old appliance, brooms, mops, and other miscellaneous junk SHALL BE SEEN FROM ANY SIDE OF YOUR HOME.

10. LOT MAINTENANCE

A. In order to protect our mutual investment, tenants are required to MAINTAIN THEIR SPACE AND MOBILE HOME IN A CLEAN, ATTRACTIVE, AND WELL-KEPT MANNER. Tenants may install an approved storage building on their lot to store excess materials, equipment, tools, furniture, trash cans, etc. if a tenant has an item that cannot be adequately stored {such as a truck camper top} in the storage shed or area, it MUST BE REMOVED FROM THE PARK. Additionally, tenants are expressly prohibited from storing anything other than mobile home wheels and hitches under their mobile home. NO OUTSIDE ANTENNAS. CABLE TV IS AVAILABLE.

B. To protect all property, and also to save the tenant cost, Management must give written approval of all work to be done by contractors in the park.

C. OIL DRIPPING and damage to pavement must be repaired and cleared by tenant IMMEDIATELY AT TENANT'S EXPENSE. If Management has to clean up and repair a driveway a charge of up to \$500.00 will be billed to the guilty party.

D. Management may enter the rented lot premises for the purpose of inspecting and doing work in connection with maintenance or repairs, caused by neglect or misuse of such property and the same shall be PAID BY THE TENANT. Tenant agrees that there will be no reduction in rent, nor will Management be responsible to tenant for any loss of quiet contentment or peace in connection therewith.

E. Tenant waives all rights to make repairs or improvements to lot at Management's expense. All alterations, improvements and changes shall be done either by or under the direction of the Owner/Management and AT THE COST OF THE TENANT, and shall at once become a part of the realty and belonging to the Park when the lot is surrendered. At Management's option, tenant at his/her expense, when surrendering the lot, may remove alterations, additions, or improvements installed by the tenant. Tenant shall repair any damage to the premises caused by the removal.

F. Tenants are RESPONSIBLE for periodically checking their water, sewer, and gas connections for possible leaks and correcting them. If management has to repair tenants leaks after {proper notices} have been given, there will be a \$50.00 minimum charge {NO EXCEPTIONS}.

11. TENANTS RESPONSIBILITIES: DO'S AND DON'TS OF THE PARK

- A. NO FENCES are allowed. NO DOG PENS OF ANY KIND: PUPPY OR OTHERWISE!!! NO PET CARRIERS OUTSIDE OF HOME OR RV. NO EXCEPTIONS!!!
- B. NO COMMERCIAL ENTERPRISE, trade, business, profession, or other types of commercial activity shall be carried on upon any of the land covered by these restrict NO EXCEPTIONS!
- C. NO PEDDLING OR SOLICITING is permitted in the Park. Notify Management immediately if any solicitor bothers you.
- D. ABUSE OF ALCOHOL WILL NOT BE TOLERATED. ANYONE FOUND TO BE USING OR SELLING ANY ILLEGAL SUBSTANCES WILL BE EVICTED IMMEDIATELY.
- E. Tenants are encouraged to wash and make minor repairs to there mobile home. However, minor repair and painting can cause damage to the neighbor's property if not properly conducted, so tenants are therefore required to obtain Management's approval before undertaking such ventures.
- F. UTILITY PEDESTALS {meters & hookups} MUST BE ACCESSIBLE AT ALL TIMES {any changes will be at tenant's expense}.

- G. STAIRS to your home must be SAFE for everyone entering your home. They may be made from steel, masonry, or properly designed wood construction (with treated wooden spindles or vinyl lattice work, no wooden lattice allowed). Shaky or rotten boards are not safe and must be repaired. Packing crates, loosely stacked concrete blocks, or other temporary stairs, etc. are STRICTLY PROHIBITED. All stairs including porches must be equipped with solid handrails. You will be subject to fines, if not done after proper notices are given to repair or replace them. NO EXCEPTIONS.
- H. Where permits are required by governmental enforcement agency, it shall be the responsibility of the tenant to secure and pay for the permits.
- I. All mobile homes must be SECURELY ANCHORED in accordance to the specifications of the State of Mississippi.
- J. All storage buildings, awnings, patio covers, skirting, etc. must be secured firmly to the ground to prevent against wind damage for you and your neighbor.
- K. Do not use spray guns within the Park.
- L. To prevent freezing of water pipes that lead from your mobile home to the ground riser that services your home, it is recommended you INSULATE ALL WATER PIPES under your mobile home, including those that lead to the bathrooms, kitchen, etc. DO NOT USE A GARDEN HOSE FROM YOUR MOBILE HOME TO THE WATER RISER, because a garden hose is not designed to withstand that much pressure. Use PVC schedule 40, or metal pipe.
- M. The burning of trash is not permitted. Dumping of trash, garbage, gasoline, oil, bush, and tree trimmings, etc. in vacant lots or other open areas is not permitted. If caught there will be a \$50.00 fine and clean up will be required.
- N. The rules and regulations of each recreational activity and area, including the pool, are plainly posted at the site and in the office. All residents and guest are required to abide by the rules and regulations and should familiarize themselves periodically with the rules, regulations, and policies of the Park. If abused-you will not be permitted to use the facility.
- O. Section C of the Park is for RV'S {recreational vehicles} only and the streets in that section are not to be used for through traffic. All facilities in the RV section including restrooms, laundry, public telephones, and picnic tables are for the exclusive use of RV residents. Violators of these rules will be subject to a \$100.00 fine and possible eviction.

12. PATIO FURNITURE

- A. Management expressly prohibits the use of any furniture on the patio, porch, or yard unless it is outdoor patio furniture approved by Management.

- B. Barbecue equipment and approved patio furniture may be kept outside the home. ALL OTHER ITEMS MUST BE STORED ELSEWHERE.

13. STORAGE {BOAT, TRAILER, ETC.}

- A. Recreational vehicles, vans, campers, trailers, motor homes, and boats shall be parked in designated areas. Check with Management on proper placement.

14. PEACE AND QUIET

- A. Tenant's are entitled to the peaceful enjoyment of their lot and all Park facilities. Radios, TV's, stereos, musical instruments or any other conduct that may cause annoyance must be kept reasonably low, so as to be heard only in your own home. No transmitters are allowed in the Park. No large outside activities after 10:00 P.M. -NO EXCEPTIONS- {No revving of boat motors, cars, or motorcycles on park premises}.
- B. NO FIREWORKS OR FIREWORKS DISPLAYS-ANYTIME!!
- C. Loud parties, intoxication, fighting, immoral conduct, use or sale of illegal substance will not be tolerated. Children without supervision of an adult will not be allowed. Children under the age of 18 are required to remain on their own lot, or in their home or home of another tenant AFTER DARK.
- D. Children under the age of 18 must be inside after 10:00 P.M.

15. RECREATION FACILITIES

- A. Tenants MUST REGISTER all guest of the swimming pool with management.
- B. All rules and hours as posted in the swimming pool area must be observed by tenant and their guests.
- C. No liquor of any kind is allowed in or around the pool. You may bring nonalcoholic drinks in plastic containers only. NO GLASS! Do not come to the pool area if you are under the influence of alcohol, you will not be allowed in that area.
- D. No alcoholic beverages may be served or consumed in any recreational area, including the club house.
- E. NO SMOKING OR LOITERING allowed in the pool area.
- F. Tenant hereby releases Management, its successors, and assigns from any and all claims and damages which may arise out of any accident or injury to tenant, member of tenant's family, or guest, that may occur in connection with use of pool or any other facilities within the park. THE SWIMMING POOL HAS NO LIFE GUARD ON DUTY, AND IT IS EACH TENANT'S RESPONSIBILITY TO SUPERVISE THEIR CHILDREN AND GUESTS.

- G. Tenant's **MUST** accompany their guests at all times, as well as their children under 17 years of age in the pool area { Management is not a babysitter}
- H. This is a Family Pool- Swim suits in good taste are required. If in doubt ask Management. Only people in BATHING SUITS are allowed in pool area. Cutoffs are not to be worn in the pool. Management reserves the right to refuse entry to the pool if proper attire is not worn.
- I. There will be absolutely **NO RUNNING, HORSEPLAY, LOUD, UNRULY** behavior in the pool area or outside the pool area. If you come to the pool area stay there.
- J. You may bring radios **WITH EAR PLUGS** to the pool area. Not to be heard by anyone but you. No rafts in the pool. Only small children are allowed to use floaties, small rings, or life jackets.

WAIVER OF LIABILITY

Tenant, as a material part of the consideration under the lease, hereby waives all claims against Management for damages to furniture, equipment, records, goods, wares, or merchandise in, upon or about tenant's mobile home, from any cause arising at any time, other than the negligence of Management's employees. Tenant does hereby agree to indemnify and hold Management harmless from and on account of any damage or injury to any person, or to the furniture, equipment, records, goods, wares, or merchandise of any person, arising from the use of the Park by tenant, or arising from failure of tenant to keep the mobile home and the lot in good condition, as herein provided, or arising from the negligence of any co-tenants or their guests, or by the owner or occupant of adjoining or contiguous mobile homes. Tenant also agrees to pay for all damages to the Park and lot, as well as all other tenants, their guests and families thereof caused by the tenants or their guests' negligence or misuse of the Park. Tenant also agrees to pay for any damages to lot, underground utilities, or anything whatsoever, by mobile home movers, dealers, or anyone contracted by tenant, including but not limited to the moving in or out of the mobile home, tie-downs, anchors, etc. **UTILITY COMPANIES ARE WILLING TO MARK ANY LINES OR CABLES PRIOR TO DIGGING, DRIVING RODS, STAKES, ETC.**

WAIVER OF DEFAULT

No waiver by Management of Management's right to enforce any provision hereof after any default on the part of the tenant, shall be deemed a waiver of Management's right to enforce each and all of the provisions hereof upon any further or other default on the part of the tenant. The acceptance of rent hereunder shall not be construed to be a waiver of any breach of any term, covenant, or condition of the party's lease or Park Rules and Regulations or shall it reinstate, continue, or affect any notice, demand, or suit there under.

ATTORNEY'S FEES

Should Management be required to seek legal remedies to enforce terms, conditions, and covenants of this set of Rules and Regulations, tenant agrees to pay all reasonable attorneys' fees whether or not Court proceedings were commenced.

AMENDMENT OF RULES AND REGULATIONS

Management reserves the right to amend these Rules and Regulations as necessary. These revised Rules, Regulations, and Covenants supersede all others heretofore published and issued. Management may post rules and regulations online for review at www.SpringridgeMHP.com or Lessee may obtain a current copy at the office.

EXECUTION AND ACKNOWLEDGMENT

In becoming a resident of SPRINGRIDGE MOBILE ESTATES the above **RULES AND REGULATIONS** must be accepted complied with and is a part of the rental agreement. Tenant acknowledges having read and received a copy of the Park Rules and Regulations and agrees to abide by all of the terms and conditions herein contained. Tenant agrees to hold park operators harmless from damages caused by fire, windstorm, water, or other acts of God.

Lessee shall use the leased premises for a single family residence. Lessee agrees that the premises shall not be used for any unlawful purpose and that no violation of law or ordinance shall be committed thereon, and nothing shall be done or suffered, or any substance kept on said premises, which will create a nuisance, or operate to increase beyond that normally associated with a single family residence, or to cause the insurance rate thereon to be increased. Lessor may, in its sole discretion, upon reasonable notice to Lessee, inspect the premises.

Lessee represents and warrants that no hazardous substances will be stored on leased premises by Lessee and that no hazardous substances will be used on the leased premises during its occupancy of the premises. Lessee shall indemnify and hold harmless Lessor from any and all costs, expenses, claims and damages, including reasonable attorney fees, arising out of any claim for loss or damage to person or property, or any contamination of, or adverse effects on, the environment or any violation of any law, caused or resulting from any hazardous substances used, stored, or discharged on the leased premises resulting from Lessee's use. Lessee agrees that such representations and warranties shall survive any termination of this Lease.

Default of any obligation under this agreement is cause for eviction of Lessee. Lessee agrees that seven day notice prior to eviction shall be sufficient notice

and Lessee waives any notice beyond seven days. Lessee also agrees to pay for all costs, including attorney fees, associated with the eviction proceedings and any action by Lessor to recover unpaid rent for damage to premises.

ABANDONMENT AGREEMENT

A mobile home will be considered abandoned when the rent for the lot is unpaid for 30 days or more and no person is living in the home for 30 days or more. A mobile home shall also be considered abandoned if the title owner is not a current occupant. All tenants must be title owners or renting from Management AND have a written lease with Management for the lot they are occupying.

Abandonment of a mobile home is default under the Lease agreement. When abandoned, Management may contact the Tenant at their last known address by regular mail informing them of the default and the need to remove the mobile home. If no response is received 20 days after mailing notice of abandonment, Tenant expressly gives Management consent to take the following actions:

- a. Seek judicial remedies including eviction, order to remove mobile home, and judgment to include expenses of removal against Tenant, including, but not limited, to expenses for maintenance, upkeep, cleanup costs, and transporting the mobile home from the premises.
- b. Remove the mobile home without judicial process and take any action, including resale or disposal, necessary to remove the mobile home from the Premises. Tenant expressly acknowledges the right of Management to take this action when the mobile home is abandoned and further releases all claims for the value of the abandoned mobile home, and any claims related to items contained therein.
- c. No action taken by Management shall release or stop any claim against the Tenant for unpaid rent or expenses, but if Management receives compensation from sale or disposal of the mobile home, Tenant shall be entitled to a credit of that amount.