

Bon Acre Mobile Home Park

**RULES AND REGULATIONS
SCHEDULE OF FEES
POLICY AND PROCEDURES**

Effective September 30, 2008

RULES AND REGULATIONS

These rules are adopted for the benefit of all residents of Bon Acre Mobile Home Park (BAMC). They are intended to preserve a safe, clean and attractive environment, ensure peaceful enjoyment for all and to protect and enhance the value of the tenant's property.

EMERGENCIES All emergencies should be reported to the Bon Acre Management Corp. (BAMC) office, telephone 674-8461, 674-8619 after notifying the proper authority through 911 as necessary.

RENTS All rents are due and payable in advance by the first of each month. Rents, which are un-paid by the close of business on the 10th of the month are subject to a late fee of eighteen dollars (\$18.00). Returned checks are subject to a ten-dollar (\$10.00) penalty fee plus any applicable bank charges. All fees, fines or penalties are due and payable within 48 hours of notice. Nonpayment or late payment of fees, special assessments, fines or penalties constitutes a violation of the rules and regulations.

PEOPLE PER HOME Occupancy shall be limited by what is safe and reasonable for the existing home. *BAMC* may assess fees for greater than average use of the water and sewage systems.

INSURANCE REQUIRED *BAMC* assumes no liability for loss caused by fire, theft, accident or any other cause on or within the tenant's lot. Tenants shall adequately insure their homes, contents and liability. Tenants shall purchase Home Owners' insurance and supply Bon Acre Management Corp. with a copy of the insurance policy binder annually with the lease renewal. Insurance coverage is a lease condition and lack of it, during any period of the lease, renders the lease null and void for the entire period.

Homes without insurance subject to additional fees.

OIL STORAGE TANKS

From September 30, 2004 forward, only homes with gas heat will be allowed to enter the Park. As of June 1, 2005, all homes must comply with one of the following fuel storage systems:

? A HOME SHALL HAVE PROPANE AS THE HEATING FUEL WITH NO ADDITIONAL OIL

? A HOME SHALL HAVE A SINGLE-WALL 12 GAUGE OIL TANK, AS AGREED BY MANAGEMENT, LESS THAN 8 YEARS OLD.

? A HOME SHALL HAVE A DOUBLE-WALL OIL TANK LESS THAN 20 YEARS OLD.

It shall be the tenant's sole responsibility to comply with all existing and future statutes, rules, regulations, ordinances, and orders related to fuel oil storage tanks (including pipes and equipment connected thereto) owned and/or used by the tenant and placed on the tenant's lot. The tenant shall keep and maintain the tank in good condition and repair, such that it does not leak or present any harm or threat whatsoever to the premises, the public safety or welfare, or the environment. The tenant shall indemnify and hold harmless Bon Acre Management Corp. from and against any and all expenses, liabilities, or costs of any kind or nature, including attorney's fees, arising out of, caused by, or related in any way to the tenants installation, ownership, operation, maintenance, or closure of the fuel oil storage tank. ***Oil tanks must have metal legs set on concrete block in such a way as to allow easy inspection for leaks. Under no conditions may a tank or any part thereof be set on the ground. Oil tanks must be painted and the paint maintained in good repair. The management reserves the right to require the replacement of any oil tank.***

ALTERATIONS No additions or alterations to mobile homes or other buildings on the premises are allowed without the written consent of the Park Management. Construction must be completed in a timely manner, usually within 30 days.

LAWN CARE Lawn mowing and care is the responsibility of the tenant. Whenever in the determination of the management a tenant's lawn, over the course of several weeks, is allowed to grow longer than surrounding yards such that the lawn looks unkempt, the tenant will be notified in writing that a violation of the Rules and Regulations exists. Lawn maintenance not completed within 5 days, will be performed by the Park Management and charged to the tenant at the rate of Fifty (\$50.00) dollars per hour.

VEHICLES All cars must be parked in the space provided and not on the lawn. Parking overnight or during a snowstorm on the roadway is prohibited. No major or long-term mechanical work on vehicles is allowed. Lawns are not to be used for storage of cars, boats or trailers without the permission of the management. Unregistered vehicles (campers, trailers, motorcycles, cars and trucks) must be stored in a shed or building and not left outdoors.

BUSINESSES Soliciting or commercial enterprises of any kind are permitted only with the written consent of the *BAMC*. ***Paid child care for non-familial children which occurs on more than a casual basis is unconditionally prohibited.***

TRASH AND DUMPING: Bon Acre provides for weekly trash pickup including removal of brush and other household waste. Trash must be kept in barrels with secure lids. No unsightly item of personal property that detracts from the appearance of the park may be kept or stored outside of the tenant's home or shed. No unauthorized dumping or disposing of any material is permitted on Bon Acre property. This includes, but is not limited to grass, rocks, rubbish and vehicle parts. The definition of what constitutes an "unsightly item of personal property" is at the sole discretion of the Park Management. No glass broken or otherwise shall be stored or placed outside unless it is unbroken and part of a door or window unit installed in a shed or home. Management will remove any improperly placed glass and charge the homeowner for its disposal without notice to the tenant.

SPEED The speed limit in the park is 10 mph. The tenant is responsible for the safe operation of motor vehicles used by household members and those visiting the household. No snowmobiles, trail bikes or ATVs may be operated on Bon Acre property.

PETS Household pets are allowed at the Park Management's discretion. Pets must be carried or kept on a leash and attended by an adult when outside of the confines of the home. Any animal which creates a nuisance by barking, digging, messing, endangering the safety, or in any way disturbing the peaceful enjoyment of any tenant must be removed from the park. Dogs must be 20 lbs. or less and may not be kept tied outside during the days or evenings.

SHEDS Metal sheds are not permitted. The Park Management reserves the right to approve or disapprove the design or construction of any wooden storage shed.

PARTIES AND NOISE Loud parties, sounds or any activity causing unreasonable discomfort or annoyance to other park tenants is not allowed. The determination is at the discretion of the *BAMC*.

MAINTENANCE Mobile homes and additions thereto, must be maintained in accordance with standards set by the *BAMC*. Standards shall include, but not be limited to the requirement that: all bare wood surfaces must be painted, stained or sealed and maintained so as not to be allowed to peel or fade, front and back entries must have stairs with railings maintained in good repair, broken window glass must be immediately repaired, roof and siding shall be in good repair. All repairs directed by the management must be incorporated within two months after the date of notification.

WATER USE Water conservation through the responsible use of our community water is encouraged. Daytime watering of lawns and gardens and the use of swimming pools is at the discretion of *BAMC*.

VISITORS Tenants are responsible for the conduct of their visitors and guests.

HAZARDS/ANNOYANCES Acting on its sole discretion, the Park Management will immediately correct any condition which, in its opinion, constitutes a safety hazard or annoyance to the community. Charges for the work performed will be billed to the responsible party.

DIGGING In order to prevent damage to underground utilities, tenants must consult with the Park Management before planting or digging of any kind. The cost of repairing damage to an underground utility is the responsibility of the tenant.

ADDRESSES It is the responsibility of each tenant to keep the Park Management informed of any changes to their mailing address and telephone number. Notification must be made in writing.

LEASES Any tenant under eviction notice, is considered a tenant not in good standing and will not be offered a lease. Tenants with leases agree that Bon Acre Management Corp. may charge a special assessment during the term of the lease and that such assessment will be payable by the tenant as if the lease did not exist. Bon Acre Management Corp. agrees to only use a special assessment for the purpose of offsetting an unforeseen or essential capital improvement, emergency repairs, or tax increases.

EGRESS Motor vehicles and bicycles must be operated on the paved roads. Walking or riding a bicycle through neighbors' yards in order to leave or enter the park property or to take a short cut, when such activity is persistent and continues beyond the objection of the Park Management or tenant, is prohibited.

HOME SALES The tenant must give Bon Acre Management Corp. twenty (20) days notice of a pending sale. Bon Acre Management Corp., as provided by law, reserves the right to approve the purchaser of the mobile home.

Bon Acre Management Corp. reserves the right to purchase any home in the park for the price agreed upon by buyer and seller. Seller will notify BAMC of the agreement to sell and BAMC will decide to purchase or not within five days of notification. It is the responsibility of the Seller to notify any sales agent or agency of BAMC's Right of First Refusal and BAMC will not be responsible for commissions or fees due as a result of exercising its purchase option. In the event that BAMC does not elect to exercise its purchase option, seller must disclose the amount of down payment (equity interest) received from the buyer.

The buyer of a home within the Park, who participates in a fraudulent or deceptive sales contract for that home, establishes him/herself as unsuitable and undesirable as a tenant. The lease agreement and acceptance for tenancy in the park relies upon the integrity of the sales contract and the parties thereto and any deficiency in the sales contract causes the lease agreement to be null and void.

PRE-HUD CODE HOMES No home that has a date of construction in year 1976 or earlier (pre-HUD Code) may be sold or transferred to another person with the intention of remaining in the Park. No change in occupancy, including addition of family or non-family members into a pre-HUD Code home, is allowed. The current owner of A pre-HUD Code home is responsible for removing the home from Bon Acre property upon termination of their residency in the home. Additionally, BAMC may deny a lease to any pre-HUD Code home owner whose home is clearly substandard for this weather area by virtue of heat loss, roof condition, window and door condition, floor condition or utility safety and serviceability.

All pre-HUD Code homes, unless certified safe or compliant to the HUD Code by a Professional Engineer, must be removed from the Park by June 30, 2007. Written certification must be submitted to the BAMC office by March 31, 2007.

SAFETY INSPECTION BAMC reserves the right to require safety inspections of any home prior to sale, sublease or transfer or at any other time the Park Management deems necessary. The safety inspection will include but not be limited to electrical, heating, water and sewer connections and appliances. Homes found deficient shall be removed or upgraded/repaired before sale, lease or transfer.

SUBLETTING Bon Acre Management Corp. intends to operate an owner-occupied Manufactured Housing Community. Subletting for the remaining term of a lease, as an aide to an owner in transition, will be considered on a case-by-case basis. Subletting as a means of maintaining a "rental property" and the rental of homes not under a lease with the Community Management is prohibited.

ATTORNEY'S FEES Tenant agrees to reimburse Bon Acre Management Corp. for any expenses, including attorney's fees, incurred in enforcing these Rules and Regulations. Such enforcement shall include costs of eviction proceedings for violation of Rules and Regulations or eviction of a month-to-month tenant. Reimbursable costs of eviction shall include but not be limited to document preparation, court costs, Sheriff's fees, service of process and attorney's fees.

WAIVER The failure of *BAMC* to insist, in any one or more instances, upon strict compliance with any of the Rules and Regulations shall not be construed as a waiver or a relinquishment of strict compliance for the future. All rules and regulations shall continue in force and effect unless and until modified.

SEVERABILITY If any portion of these Rules and Regulations shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent, and the remainder of these Rules and Regulations shall remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

SCHEDULE OF FEES

The following Schedule of Fees is incorporated as part of the Rules and Regulations. The nonpayment of any fee constitutes a violation of the Rules and Regulations.

Returned check penalty \$10.00

Returned check bank charge \$15.00 (or bank charge, whichever is larger)

Late rent payment fee \$18.00

Work performed on tenant's property \$50.00 per hour (minimum service charge is \$35.00)

Additional car beyond two \$10.00 per car per month.

Fee for Uninsured Home \$50.00 per month

POLICY AND PROCEDURES

The timely payment of lot rent and any additional fees as well as a reasonable effort to follow the Rules and Regulation is our indication that a person values their tenancy in Bon Acre Mobile Home Park. With that in mind, tenants who consistently and willfully pay late or with insufficient funds and/or who ignore the Rules and Regulations of the park may expect the following action:

EVICITION POLICY

Any tenant or tenant whose visitor acts so as to endanger the physical or moral welfare of any other tenant, visitor, or their property, or whose actions place in jeopardy the management and safe operation of Bon Acre Park will be evicted immediately.

Two or more written notices of violation within a calendar year are defined as chronic violations. The tenant is then considered as "not in good standing" and will be denied a lease for the following year. In addition, the tenant will be placed on probation for one year following the second notice of violation. Any additional violation or failure to correct a violation will result in eviction.

Any tenant whose account (lot rent and any additional fees or assessments) remains unpaid in part or whole for two months will be served an eviction notice. The eviction notice is a formal legal document and in the event the management retracts the eviction the tenant must pay the legal fees.

ADDITIONAL POLICIES

Tenant accounts are not considered paid until the check has cleared. Checks returned for insufficient funds may cause an account to remain unpaid past the grace period and, therefore, cause a late fee to be assessed.

Payment by personal check is a convenience and a privilege. Tenants, who in the opinion of the management consistently bounce checks, will not be allowed to pay by personal check.

Late fees will be assessed for every month that an account remains unpaid.

REQUIRED NOTICES

A copy of the current Rules and Regulations, Schedule of Fees and emergency telephone numbers are posted at the Bon Acre Office at 55 Bonacre Way.