

EXHIBIT A  
TOWER 80/81, LLC./WHISPERING PINES  
COMMUNITY POLICIES AND GUIDELINES

ALL LEASES ARE MADE SUBJECT TO THE FOLLOWING POLICIES TO ENSURE THE HEALTH, SAFETY AND UPKEEP OF THE COMMUNITY AS A WHOLE. THESE POLICIES WILL BE STRICTLY ENFORCED. **RESIDENTS AGREE TO ABIDE BY AND OBEY THE FOLLOWING POLICIES AND GUIDELINES.**

**A. REGISTRATION AND RENT.**

1. All persons who wish to be considered for residency in the Community must complete a credit application and any other necessary papers.
2. All Residents must register, in the main office, the make, size, year, serial number and the township permit of the Resident's manufactured home, as well as the certificate of title for the home.
3. All Residents must register with the School District for tax purposes. The Landlord will also report changes of ownership to the County Tax Assessment Office.
4. All Residents must provide Landlord, upon Landlord's request, with the following information:
  - (a) Names, ages, and places of employment/school for each person occupying or residing in the Resident's home;
  - (b) Descriptions, including license plate numbers, of all vehicles owned or operated by each person occupying or residing in the Resident's home;
  - (c) Telephone number of Resident's home;
  - (d) Certificate of Insurance for the home;
  - (e) Name of financial institution financing home, if any;
  - (f) Social Security Number; and
  - (g) Any other information reasonably related to the health, safety or upkeep of the Community.
5. No person may reside in the Home unless he/she is listed as an occupant on such forms as the Landlord may require.
6. If guests or visitors remain overnight in a Resident's home so frequently as to increase the number of persons normally living within the home, Landlord will increase that Resident's rent to conform to the rent paid by other Residents in the Community with the same number of members of the household. Such overnight guests or visitors shall be considered Residents, and must apply for registration. The following shall be evidence that a guest or visitor is living in a home:

- (a) The visitor/guest maintains or stores items of personal property in the home;
- (b) The visitor/guest receives mail in his/her name at the home;
- (c) The visitor/guest has a telephone number listing for the home;
- (d) The visitor/guest staying regularly (more than 14 days in any 30 day period)
- (e) The visitor/guest has a key to home; and
- (f) Any other fact or conduct which indicates the visitor/guest intends the Resident's manufactured home to be the visitor/guest's home.

**B. FEES/CHARGES.**

1. A [\$25.00] fee will be charged for each certified letter written due to rule or rent violations, or any similar violation to offset postage and administrative costs.
2. Landlord reserves the right to maintain any lawn that is neglected at a minimum charge of [\$25.00].
3. Landlord reserves the right to charge a [\$25.00] per hour fee for removing snow from Residents' driveways, walkways, roofs, etc.
4. [2] parking spaces are allotted per manufactured home site.
5. In order to protect the health, safety and upkeep of the Community, a [\$10] fee per dog will be charged each month. Typically only (1) dog is permitted. There is no charge for house cats. House cats are not permitted to roam the community freely. Residents are not permitted to place food bowls/containers outside. Feeding pets outside will encourage strays and attract wild animals that may constitute a nuisance or cause damage to skirting, wiring or the homes.

**C. TRAFFIC AND VEHICLES.**

1. All Residents, their family, agents, employees, social guests or invitees must observe all parking regulations as posted or indicated by Landlord and/or local authorities. Parking of vehicles in other than designated parking areas is prohibited. Residents will be held responsible for any failure to comply with the parking regulations.
2. Parking areas may be used only for properly tagged, registered, functioning and authorized motor vehicles. Any vehicle which does not comply with these requirements will be towed away by Landlord at the vehicle owner's risk and expense. Resident agrees to remove

his/her vehicles from the parking areas promptly upon the expiration or termination of residency.

3. The speed limit in the Community is ten (10) miles per hour. All bikes must be off the Community streets by sundown. All vehicles operated between the hours of dusk and dawn must have headlights on. Speed limit, speed bump, no parking, no dumping and stop signs must be obeyed at all times.

4. No person may operate a motor vehicle in the Community without a valid operator's license. No motor vehicles may be repaired or overhauled in the Community.

5. In order to conserve the Community's water supply, no cars or other motor vehicles may be washed in the Community.

6. Overnight parking of commercial vehicles in the Community is prohibited, unless the prior written consent of Landlord is obtained.

7. With the exception of equipment operated for the maintenance and/or improvement of the Community, the following are not permitted at any time in the Community: (1) mini-bikes; (2) dirt bikes; (3) dune buggies; (4) go-carts; (5) 3-wheelers; (6) 4-wheelers; (7) snow mobiles; (8) immobilized or disabled vehicles; (9) vehicles over 3/4 ton in gross vehicular weight and (10) unregistered vehicles.

8. The following are permitted within the Community by special permission of Landlord only: (1) motorcycles; (2) mo-peds; (3) golf-carts (along with a valid certificate of insurance) and (4) Recreational Vehicles (may be brought in for loading and unloading only, for a maximum of 12 hours).

9. No Resident may park or store (or permit to be parked or stored) motor vehicles, motorcycles, golf carts, or lawn mowers on patios or lawns within the Community.

10. Each Resident is responsible for maintaining his/her yard and parking areas, including snow removal. Walkways, patios, driveways, and access to fuel and gas tanks must be cleared of snow promptly to facilitate services and deliveries to the home. Snow removed from a site or from parked cars may not be placed on cleared streets. During the period from [October 15 through March 15], all cars must be parked in driveways to facilitate snow removal.

#### **D. STORAGE.**

1. The following may not be stored within the community property and not on manufactured home site: (1) boats; (2) boat trailers; (3) travel trailers; (4) tent campers; (5) motor homes and RV equipment; (6) utility trailers/landscape trailers and (7) pick-up camper bodies

#### **E. LAWNS AND LANDSCAPING.**

1. All lawns must be cut and trimmed at all times; lawns with grass height that exceeds 3 inches will not be permitted. Shrubs, trees, flower beds, and other similar items must be maintained at all times. Leaves and all lawn waste must be raked and removed from the property by the Resident. Dumping of lawn waste within the community is strictly prohibited.

2. Due to the need to conserve the Community's water supply, lawn watering is not permitted. However, Residents may water shrubs, trees, flowers or other similar items during evening hours. In the event of drought like conditions, the Landlord reserves the right to restrict Resident's use of water in the event such restriction is necessary to conserve the water supply for the Community.

3. In order to protect the Community's underground utility lines, Resident must obtain Landlord's written consent before doing any of the following: (1) planting anything in the ground on Resident's site or within the Community; (2) driving stakes, signs, posts, fences or any other similar item into the ground on Resident's site or within the Community; and (3) placing any underground storage tank on Resident's site or within the Community.

4. Anything planted in the ground on a manufactured home site, whether such planting is done by Landlord or the Resident, shall be the property of the Landlord. Residents moving from the Community may not remove planted items from a site unless Landlord's prior written consent is obtained.

#### **F. UTILITIES.**

1. Each Resident is responsible for keeping the site's water and sewer connections from freezing. For example, each Resident must ensure that the heat tape on the site's water line is turned on and working by [October 15th] of each year.

2. Each Resident is responsible for maintaining tight drain connections to sewer outlets located at the Resident's home.

3. Leaking water faucets, toilets, outside water spigots and other similar items must be repaired by Resident immediately.

4. In order to protect the Community's [sewage treatment plant and] sewer lines, the following may not be flushed down drains: (1) tampons, sanitary napkins, or any other sanitary product; (2) liners or disposal-type diapers; (3) birth control devices; (4) cleaning towels (cloth or paper); (5) facial tissues; (6) garbage or food scraps; (7) disposable wipes of any kind and (8) metal, wood, fabric, plastic, rubber or other similar materials. Such items must be deposited in the garbage. Please report any malfunction of sewer drain and water systems to the management immediately. Repair required by violation of this rule shall be at the Resident's expense.

5. In order to protect the Community's [sewage treatment plant and] sewer lines, only biodegradable detergents and laundry products may be used to wash clothes or laundry in the Community.

6. Only Landlord or Landlord's authorized representatives may work on the utility hook-ups below ground level and service lines which connect the home to the utility source.

## **G. IMPROVEMENTS.**

1. In order to protect the health and safety of the residents, and the overall appearance and upkeep of the Community, all existing and new manufactured homes within the Community must be maintained in the best of condition at all times. For example, the following must be maintained in the best of condition: (1) all manufactured home equipment, such as awnings, hitches and tie-downs; (2) air conditioners; and (3) utility sheds, enclosures, additions and other similar items. To ensure that this standard is met, all improvement materials and the manner of their installation must be approved by Landlord prior to installation. Landlord, at its option, may require any Resident to remove an improvement made without prior approval, which removal shall be at the Resident's expense.

2. All manufactured homes and porches must be skirted within [thirty (30)] days after the home or porch enters or is installed in the Community. Skirting must be either Mastic T-Lok vinyl in a coordinating color or a masonry foundation with the proper footings. Other skirting material that specifically matches the exterior material of a home may also be used if it is professionally installed and approved by management prior to installation. Homes that are currently skirted with other material will be tolerated; however, if such skirting should need replacing, it must be done with skirting material outlined above only.

3. All Residents must obtain Landlord's written approval before undertaking any exterior improvement to the manufactured home or site. In addition, all Residents must obtain Landlord's written approval before undertaking any interior improvement to the home which might affect the safety of the home or Community, or the health of Residents. Examples of interior improvements which would require Landlord's written approval include improvements which relate to the electrical or plumbing systems in the home. By contrast, a Resident may decorate the interior of the home without obtaining Landlord's written approval.

4. All exterior improvements, and all interior improvements for which Landlord's written approval would be required, must comply with all applicable laws and/or regulations. Approved improvements must be performed during normal working hours and be completed within the amount of time specified by Landlord. Such improvements must be made only by licensed, registered, and qualified workers with proper registration and licenses and insurance coverage. A copy of such insurance must be on file in the Community office.

5. One custom made storage shed will be required per lot. All sheds must be approved by the management in writing prior to installation and must be maintained and painted at all times in subdued colors coordinated with the resident's home. Subdued colors also apply to the resident's home. Any sheds that are brought into the Community after date of these Rules must be of wood construction with a shingled roof, professionally built (no homemade sheds will be permitted) with runners. Sheds must be a minimum of 8' x 10' and a maximum of 10' x 14', unless a different size is approved in advance by management. Sheds, or parts of sheds, the bottoms of which are higher than four (4") inches above ground level must be skirted in matching materials. Location of the shed must be approved by management. Only one (1) storage shed will be permitted.

6. No car ports are permitted on a site. Awnings are permitted with prior written approval by Landlord and must be specifically designed for manufactured housing. Installation must be performed by a licensed, insured contractor and a copy of the contractor's insurance must be submitted with the Architectural Request Form provided by Management.

7. Window air conditioners must be installed with proper supports; wood framing from the ground level or "T" props are not permitted. No window air conditioner may be installed on street side windows.

8. Outside drying of clothes is permitted only on umbrella-type drying lines installed at the rear of the home. The umbrella-type clothes lines may be extended only when in use; it must be closed at all other times. A ground sleeve must be installed for the umbrella pole.

#### **H. MAINTENANCE.**

1. The manufactured home site must be kept clean and neat at all times. Nothing (with the exception of lawn furniture and other similar items) may be stored on patios, in the rear of the manufactured home or around the outside of the home. Nothing may be stored under a home except the home's detachable hitch, tires, and axles. The original wheels, tires, axles, and hitch of the home must remain with the home.

2. Each resident must have at least two (2) trash containers with lids. The containers must be stored in the shed and must be moved to the street on the day of pick up. **THEY MAY NOT BE STORED ON DECKS.** As an alternative to storage in your shed, you may store them in an enclosed screened area on a concrete pad in an approved area for trash containers.

3. Storage of any flammable substance within or about the home is prohibited.

4. Open fires are not permitted at any time, at any location in the Community. Resident may have a fully contained, fully supervised fire of the following two types: a. charcoal or gas grill; or b. raised stainless steel or cast aluminum fire pit with intact screen. If the home has a heating system requiring firewood or pellets they must be stored inside the shed.

5. No concrete/cinder block may be used as a step. All decks and steps must be constructed of pre-treated wood and enclosed with vinyl skirting to match the home and must be properly maintained at all times.

6. Oil furnaces must be cleaned no less than once a year. Gas furnaces must be cleaned no less than once every three years.

7. No underground or above-ground storage tanks are permitted on any manufactured home site unless with the prior written consent of Landlord.

8. No antennas or satellite receivers are permitted on a manufactured home site without the prior written consent of Landlord.

9. All homes must be numbered with 3 inch numbers, with the numbers facing the street.

#### **I. INSTALLATION/SALE/REPLACEMENT OF HOMES.**

1. All homes must be installed in accordance with all federal, state, and local requirements. In particular, all homes must be installed in accordance with United States Department of Housing and Urban Development ("HUD") guidelines for the setting and anchoring of manufactured homes, as contained in the HUD Manufactured Home Consumer Manual. Management reserves the right to supervise the installation of the home in the Community in order to ensure compliance with the above requirements.

2. Consistent with applicable law, each Resident has the right to sell his/her home. However, Landlord reserves the right to approve the purchaser of the home, although this approval may not be unreasonably withheld.

3. A Resident may place one "For Sale" sign on the Resident's home.

4. Landlord has the right of first refusal to purchase Resident's home, as explained further in the Lease between Resident and Landlord.

#### **J. GENERAL.**

1. All Residents must perform all their obligations under their respective lease agreements with Landlord. Any breach of a lease agreement by a Resident shall be a violation of these Rules.

2. Each Resident's site is private property and may not be used as a thorough-fare from one site to another. However, Landlord, for itself and for those acting on behalf of Landlord, reserves the right to enter any site at any time.

3. No one may operate any type of business within the Community. No advertising or business signs are permitted within the Community.

4. No peddling or soliciting is permitted within the Community. Residents are requested to notify Landlord immediately if any peddling or soliciting occurs in the Community.

5. Residents may invite to their homes vendors, such as tradesmen, delivery persons and other suppliers of goods and services. However, these vendors may not provide goods and services within the Community [before 7:00 a.m. or after 10:00 p.m.], except in the event of an emergency.

6. In order to protect the safety, comfort and convenience of Residents of the Community, the following are not permitted within the Community unless Landlord's prior written consent is obtained: (1) loud parties; (2) loud TVs, radios, CD players or any other similar disturbing noise; (3) bows and arrows, BB guns, pellet guns, rifles, or any other similar weapon; (4) fireworks; (5) skateboards; and (6) rollerblades. [No Resident may conduct or permit any vocal or instrumental practice or instruction within a home or within the Community.]

7. All Residents must comply with any subsequent rules which may be promulgated or issued by Landlord for the Community and which are provided to Residents and posted in accordance with applicable law.

8. In case of an emergency: call 911 and give the operator your site number.

9. Pets -All pets must be leashed at all times when outside a Resident's home. The pet shall not be allowed out of the home unless it is on a leash and in the custody of a responsible person. The pet may not be staked or affixed to any area on the owner's property. The pet shall not be curbed on shrubbery, flowers or trees, and the Resident will pick up waste and dispose of same immediately.. No outside animal shelters are permitted on a site. Dobermans, Rottweilers, Pit Bulls, German Shepherds or any mix thereof, are not permitted. Residents will be responsible and will pay for any damage caused by the pet to the grounds, shrubbery and trees and to any other part of owner's property or the property of others. Resident agrees to remove the pet from the community if the pet becomes a nuisance by interfering with the rights and enjoyment of other Residents because of noises and/or smells as determined by the Management. Management may revoke this Pet Agreement for any violation.

10. In order to protect the safety, comfort and convenience of Residents and the upkeep of the Community, working parents must provide for the supervision of their minor children. The name, phone number, and address of the person responsible for the children during the parents' absence must be on file with the rental office.

11. Pools of any kind are prohibited in the Community.

12. If any term, covenant, condition, or provision of these Rules shall to any extent be deemed invalid or unenforceable, the remainder of these Rules shall not be affected thereby, and each term, covenant, condition, and provision of these Rules shall be valid and enforceable to the fullest extent permitted by law.

I (we) have read the above rules and fully understand my (our) obligations as a Resident in **Whispering Pines**. Intending to be legally bound, I (we) agree to abide by and obey the above rules and all of the rules established by Landlord.

RESIDENT:

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

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Resident

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Date

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Resident

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