

website, owproperties.com, including one in Normal, Illinois, one in Champaign, Illinois, and four in Bloomington, Illinois, including Hilltop MHP.

4. To the best of Plaintiffs' knowledge and belief, Oak Wood purchased Hilltop MHP from Moore Enterprises in or around October 2023.

5. Plaintiffs have paid to Hilltop MHP monthly lot rent in compliance with their obligations as tenants.

6. At all times relevant hereto, Defendants conducted business with the premises by leasing it to Plaintiffs in McLean County, Illinois. Jurisdiction and venue are proper.

NATURE OF THE ACTION

7. This action arises from Defendants' unfair practices including misrepresentations to Plaintiffs and similarly situated mobile home park tenants regarding tenant rights and obligations under Illinois law.

8. A "manufactured home" is "a factory-assembled, completely integrated structure designed for permanent habitation, with a permanent chassis," of a particular size, "constructed as to permit its transport . . . from the place of its construction to the location . . . at which it is connected to utilities for year-round occupancy for use as a permanent habitation[.]" 765 ILCS 745/3(b). "Mobile home" and "manufactured home" are used synonymously in Illinois's Mobile Home Landlord and Tenant Rights Act and shall be so used herein.

9. Mobile home tenants in Illinois have rights stated under several statutes, but the primary source of authority is the Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745/1 *et seq.*

10. Based on their sworn Affidavits attached as Exhibits A and B and incorporated herein, Plaintiffs bring suit under the Mobile Home Landlord and Tenant Rights Act and the Consumer Fraud and Deceptive Business Practices Act.

**COUNT I: VIOLATIONS OF MOBILE HOME LANDLORD AND TENANT
RIGHTS ACT**

11. Illinois's Mobile Home Landlord and Tenant Rights Act, 765 ILCS 745/1 *et seq.* ("the MHLTRA"), regulates and determines legal rights, remedies and obligations of the parties to any lease of a mobile home or mobile home lot in a mobile home park containing five or more mobile homes within the State.

12. Plaintiffs are tenants who occupy a lot on which they have situated a mobile home for an agreed upon consideration.

13. The acts alleged herein occurred in the course of conduct involving trade or commerce in Bloomington, Illinois, in or around December 2023 through the present.

14. In or around late January to early February 2024, Defendants proposed a lease and lease addendum to Plaintiffs, attached as Exhibit C ("the lease"), containing provisions that by their terms conflict with sections of the MHLTRA and afford Plaintiffs fewer protections than Plaintiffs hold at law. These provisions include but are not limited to the following:

- a. Language stating that a 24-month term was offered and declined, without a clear offer or option to elect a 24-month term, in violation of 765 ILCS 745/6(a) (Ex. C, pgs. 1-2);
- b. Language converting the lease to month-to month upon renewal, without a clear offer or option to elect renewal of a longer term or to acknowledge and decline a longer-term offer, in violation of 765 ILCS 745/6(f) (Ex. C, pg. 2);
- c. Language allowing Defendants to apply any monies received to any past due amounts without qualification, in violation of 765 ILCS 745/22 (Ex. C, pg. 2);

- d. Language allowing Defendants to assess lease violation charges without indicating that tenants are entitled to written notice specifying the reason for any fine that may be imposed, in violation of 765 ILCS 745/22 (Ex. C, pg. 2);
- e. Inclusion of inaccurate historical lot rents, in violation of 765 ILCS 745/6.5 (Ex. C, pg. 2);
- f. Inclusion of a flat “termination fee” and/or “lease cancellation fee” without definition to avoid duplication and without mitigation provisions required by law, in violation of 765 ILCS 745/6(h) (Ex. C, pgs. 2 and 8);
- g. Language allowing Defendants to raise or lower fees, charges, or assessments without qualification, in violation of 765 ILCS 745/9 (Ex. C, pg. 4);
- h. Language stating that the lease shall terminate on 60 days’ notice by lessor without specified cause, in violation of 765 ILCS 745/8 (Ex. C, pg. 7);
- i. Language embedding eviction notices within the lease with no further notice to tenant, in violation of 765 ILCS 745/22 (Ex. C, pg. 7);
- j. Language allowing Defendants to close the park upon a change in land use with no more than six months’ notice to tenants, in violation of 765 ILCS 745/8.5 (Ex. C, pg. 8);

15. In or around late January or early February 2024, Defendants proposed a lease to Plaintiffs, attached as Exhibit C, containing omissions of language required by the MHLTRA.

These omissions include but are not limited to the following:

- a. Failure to include an option which automatically renews the lease, in violation of 765 ILCS 745/8(a);
- b. Failure to include the following "IMPORTANT NOTICE REQUIRED BY LAW" (emphasis in the original), in violation of 765 ILCS 745/17:

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you.

You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non-payment of rent, violation of laws, or for violation of the rules and regulations of the park and the terms of the lease.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, the department of the Attorney General or any other appropriate government agency.

- c. Failure to include required rent increase projection disclosures, in violation of 765 ILCS 745/6.5(7).

16. In or around February or March 2024, Defendants proposed new park Rules and Regulations to Plaintiffs, attached as Exhibit D (“the rules”), containing provisions that by their terms conflict with sections of the MHLTRA and afford Plaintiffs fewer protections than Plaintiffs hold at law. These provisions include but are not limited to the following:

- a. Inclusion of fees, fines, and charges not included in the lease, in violation of 765 ILCS 745/9;
- b. Inclusion of fees, fines, and charges which are not reasonably related to the purpose for which they were adopted, in violation of 765 ILCS 745/14(c);
- c. Language implying that tenants are entitled only to one-year renewable leases, in violation of 765 ILCS 745/6(a);

- d. Language implying that tenants may only receive 30 days' prior written notice of any increase in rent, in violation of 765 ILCS 745/6(d) and (f) and 765 ILCS 745/9;
 - e. Language implying that tenants may only receive at least 60 days' notice of any planned sale or closure of the MH Community, in violation of 765 ILCS 745/8.5.
17. Defendants proposed the same model lease attached as Exhibit C to similarly situated mobile home park tenants.
18. Defendants proposed the same park rules attached as Exhibit D to similarly situated mobile home park tenants.
19. Defendants began charging Plaintiffs increased rent of \$495.00, an increase of \$88.00, on March 1, 2024 based on a Notice of Rent Increase dated November 30, 2023.
20. Plaintiffs paid rent of \$495.00, including the \$88.00 increase, on or around March 4, 2024 and again on or around April 3, 2024.
21. Plaintiffs' lease term at the previous rent of \$407.00 continued until April 30, 2024 under a prior automatically renewing lease.
22. Defendants began charging Plaintiffs additional fees under the proposed lease on March 1, 2024, including charging Plaintiffs \$18.00 per month for an "indemnity waiver charge" set forth in the unsigned "Lease Indemnification Addendum".
23. Plaintiffs paid the \$18.00 "indemnity waiver charge" on or around March 4, 2024 and again on or around April 3, 2024, May 3, 2024, and June 5, 2024.
24. Plaintiffs had not signed the proposed lease or addendum on or before March 1, 2024 or thereafter.

WHEREFORE, Plaintiffs requests that this Court enter judgment in their favor and against Defendants and for the following relief:

- A. Judgment against Defendants for economic and non-economic damages sustained by Plaintiffs;
- B. Injunctive relief enjoining Defendants from continuing the violations of the MHLTRA stated herein;
- C. Other relief that this Court deems just and equitable.

COUNT II: VIOLATIONS OF CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (UNFAIR PRACTICES)

- 25. Plaintiff realleges and incorporates herein by reference Paragraphs 11-24.
- 26. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 *et seq.* (“the ICFA”) establishes a cause of action to provide consumers with protection against and relief from unfair practices in the conduct of any trade or commerce.
- 27. At all times pertinent, Defendants have engaged in trade and commerce in Illinois.
- 28. Plaintiffs are “persons” and “consumers” as defined by the ICFA.
- 29. The acts alleged herein occurred in the course of conduct involving trade or commerce in Bloomington, Illinois, in or around December 2023 through the present.
- 30. To determine whether a business practice is unfair under the ICFA, the Court must consider “(1) whether the practice offends public policy; (2) whether it is immoral, unethical, oppressive, or unscrupulous; [and] (3) whether it causes substantial injury to consumers.” *Robinson v. Toyota Motor Credit Corp.*, 201 Ill.2d 403, 417-18 (citing *FTC v. Sperry & Hutchinson Co.*, 405 U.S. 233, 244 n. 5, 92 S.Ct. 898, 31 L.Ed.2d 170 (1972)). “All three criteria do not need to be satisfied to support a finding of unfairness. A practice may be unfair because of the degree to which it meets one of the criteria or because to a lesser extent it meets all three.” *Id.* at 418; *see also Windy City Metal Fabricators & Supply, Inc. v. CIT Tech. Fin. Servs., Inc.*, 536 F.3d 663, 669 (7th Cir. 2008).

31. In or around late January or early February 2024, Defendants proposed a lease to Plaintiffs, attached as Exhibit C, containing provisions that by their terms conflict with sections of the Landlord and Tenant Act (765 ILCS 705 *et seq.*), and afford Plaintiffs fewer protections than Plaintiffs hold at law, including but not limited to language indemnifying Defendants and requiring Plaintiffs to hold Defendants harmless from damages caused by Defendants, in violation of 765 ILCS 705/1(a) (Ex. C, pg. 5).

32. In or around late January or early February 2024, Defendants proposed a lease to Plaintiffs, attached as Exhibit C, containing provisions that by their terms conflict with sections of the Eviction Act, 735 ILCS 5/9-101 *et seq.*), and afford Plaintiffs fewer protections than Plaintiffs hold at law, including but not limited to language allowing notices by methods of service inconsistent with specific notice requirements under the Eviction Act, in violation of 735 ILCS 5/9-211 (Ex. C, pg. 10).

33. In or around late January or early February 2024, Defendants proposed a lease to Plaintiffs, attached as Exhibit C, containing provisions that by their terms conflict with sections of the Rental Property Utility Service Act (765 ILCS 735/0.01 *et seq.*), and afford Plaintiffs fewer protections than Plaintiffs hold at law, including but not limited to language allowing Defendants to terminate utility services for which the landlord has assumed responsibility by agreement or by implication (such as where the utilities are master metered), in violation of 765 ILCS 735/1.4 (Ex. C, pg. 2).

34. In or around late January or early February 2024, Defendants proposed a lease to Plaintiffs, attached as Exhibit C, containing fees, including but not limited to:

- a. A \$125.00 “dispossessory charge” separate and apart from late fees (Ex. C, pg. 2);
- b. A \$300.00 charge per month per person for each person inhabiting the house who is not on the Tenant Contact Information Sheet. (Ex. C, pg. 10);

- c. An \$18.00 charge per month for tenants who do not add the park as an “interested party” to a \$100,000 minimum insurance liability policy, without defining the charge as a payment for a service or a fine or fee. (Ex. C, pg. 13).
35. The fees listed in paragraph 34 are unreasonable and punitive.
36. Defendants’ business practices are immoral, unethical, and unscrupulous.
37. Defendants’ business practices offend public policy.
38. Defendants’ business practices cause substantial injury to consumers.
39. Plaintiffs and similarly situated tenant consumers have been substantially harmed by Defendants’ unfair business practice of tendering a lease that was substantially inconsistent with Illinois law.
40. Plaintiffs and similarly situated tenant consumers have been substantially harmed by Defendants’ unfair business practice of misleading tenants regarding the tenant’s and park operator’s rights and obligations.
41. Plaintiffs and similarly situated tenant consumers have been substantially harmed by Defendants’ unfair business practice of seeking to induce tenants to enter into unconscionable rental agreements.
42. Plaintiffs and similarly situated tenant consumers have been substantially harmed by Defendants’ unfair business practice of seeking to induce tenants to waive substantive legal rights.
43. Reasonable persons in Plaintiffs’ situation could not be expected to understand that their actual rights and obligations substantially differ from the tendered lease and that such rights cannot be waived pursuant to 765 ILCS 745/1.
44. Defendants misled Plaintiffs and similarly situated tenants in relation to Defendants’ sought-after commercial transaction of re-leasing on their new proposed terms,

when Plaintiffs and similarly situated tenants had a right to automatically renew their original leases on more favorable terms under the law.

45. Defendants' practices described above caused Plaintiffs to suffer from stress, anxiety, and other emotional distress.

46. Plaintiffs suffered actual damages as a result of the acts described above, including but not limited to the following:

- a. Defendants charged and Plaintiffs paid \$88.00 in increased rent for March 2024.
- b. Defendants charged and Plaintiffs paid \$88.00 in increased rent for April 2024.
- c. Defendants charged and Plaintiffs paid \$18.00 for an "indemnity waiver charge" set forth in the unsigned "Lease Indemnification Addendum" in March 2024.
- d. Defendants charged and Plaintiffs paid \$18.00 for an "indemnity waiver charge" set forth in the unsigned "Lease Indemnification Addendum" in April 2024.
- e. Defendants charged and Plaintiffs paid \$18.00 for an "indemnity waiver charge" set forth in the unsigned "Lease Indemnification Addendum" in May 2024.
- f. Defendants charged and Plaintiffs paid \$18.00 for an "indemnity waiver charge" set forth in the unsigned "Lease Indemnification Addendum" in June 2024.

47. There is no other adequate remedy at law because Defendants' violation is continuing, and because Plaintiffs are unable to afford the cost of moving to adequate, suitable alternative housing.

48. Defendants' conduct was willful and wanton or reckless because Defendants knew or should have known:

- a. That the proposed lease and rules presented to Plaintiffs and similarly situated mobile home park tenants were not compliant with Illinois law;

- b. That the proposed lease and rules presented to Plaintiffs and similarly situated mobile home park tenants offended public policy;
- c. That the proposed lease and rules presented to Plaintiffs and similarly situated mobile home park tenants were unfair practices that caused harm to consumers;
- d. That the charges assessed to Plaintiffs as set forth in paragraph 46 were not valid under any existing contract or law.

WHEREFORE, Plaintiffs request that this Court enter judgment in their favor and against Defendants and for the following relief:

- A. Judgment against Defendants for economic and non-economic damages sustained by Plaintiffs;
- B. Attorneys' fees and costs of suit (815 ILCS 505/10a(c));
- C. Injunctive relief enjoining Defendants from continuing the unfair practices stated herein;
- D. Punitive damages for willful and wanton or reckless conduct;
- E. Other relief that this Court deems just and equitable.

Respectfully submitted,

ROSE MCWHORTER and STEPHEN EVANS,
Plaintiffs

By: 
Erin Duncan and Prairie State Legal Services,
Attorneys for Plaintiff

Dated: 6/13/24

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, each of the undersigned certifies that the statements set forth in the foregoing

document are true and correct, except as to matters stated to be on information and belief, and as to those matters the undersigned certifies that she verily believes the same to be true.



ROSE MCWHORTER

VERIFICATION

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, each of the undersigned certifies that the statements set forth in the foregoing document are true and correct, except as to matters stated to be on information and belief, and as to those matters the undersigned certifies that he verily believes the same to be true.



STEPHEN EVANS

Respectfully prepared by:
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ELEVENTH JUDICIAL CIRCUIT COURT
MCLEAN COUNTY, ILLINOIS

ROSE MCWHORTER and)
STEPHEN EVANS,)
Plaintiffs,)
)
vs.)
)
OAK WOOD VENTURES LLC dba)
OAK WOOD PROPERTIES, and)
HILLTOP MH, LLC)
Defendants.)

AFFIDAVIT OF ROSE MCWHORTER

I, Rose McWhorter, hereby certify the truth of the following matters:

1. If called to testify in Court, I could testify competently to the facts stated herein.
2. I have lived at 68 Avenue A, Bloomington, IL since May 2014. This is the address of a mobile home owned by my partner, Stephen Evans. We rent the lot on which the mobile home sits, in a park called Hilltop Mobile Home Park. We previously lived in another mobile home in the same park for about a year and a half.
3. Hilltop Mobile Home Park is owned by Oak Wood Properties, an investment firm based in Dallas, TX. Oak Wood purchased the lot from Moore Enterprises in 2023.
4. To the best of my recollection and belief, Stephen and I both signed a lease with Moore Enterprises when we began renting the lot at 68 Avenue A in May 2014. We do not have a current copy of that lease due to our length of residence.
5. For about the past year, we were paying \$407.00 per month in lot rent. We received notice on or around November 30, 2023 that the rent would be increasing to \$495.00 per month on March 1, 2024 or after the end date of active lease agreements.
6. Prior rent increases have been between \$5.00 – \$25.00 per year since we have lived in the park.

7. My only income is monthly social security disability income in the amount of \$945.00. The rent increase significantly impacts my cost of living.

8. I am 62 years old. I am also a person with disabilities. My physical disabilities include chronic pain and lumbar fusions. My home has been modified to meet my needs. My partner also has significant physical disabilities. It would be difficult to find other accommodations that meet our needs.

9. In or around late January or early February 2024, Oak Wood Properties delivered a copy of a proposed lease agreement (“the Lease”) when I went to the office to pay February rent. A park employee gave me a model Lease to review and said I must come back to sign a copy with my name on it by the end of March. The lease had a line drawn through it and additional marks made by the employee on the last page. Sometime in February or March we also received a copy of new proposed Rules and Regulations from Oak Wood Properties (“the Rules”).

10. After reviewing these documents, because of my concerns about the terms of the proposed Lease and Rules, I did not sign them. Management has asked me on multiple occasions if I have signed yet. Each time, I understood that the Lease the managers wanted me to sign was the same as the one they originally gave to me.

11. I understand that I have rights as a tenant of a mobile home park in Illinois. The Lease and Rules proposed by Oak Wood Properties ask me to waive some of those rights by agreeing to terms that are not in compliance with Illinois law. It is confusing and unfair that Oak Wood should ask me to agree to leasing terms that are not compliant with the law. It is important to me that any lease I sign complies with Illinois law.

12. For example, Oak Wood proposes that they should only give me six months’ notice of a park closure instead of 12 months. Given my disabilities, moving from my long-term home that meets my specific needs would be burdensome and difficult. I do not have other housing. Should

the park close, I would need as much time as possible to find other housing that meets my needs and is within my budget.

13. Other examples include a provision in the Rules that states that the resident must receive “at least 30 days’ prior written notice of any increase in rent.” This is confusing because I know that 90 days is required by law.

14. Oak Wood also proposed that I should get no notice or right to make up for a default in rent after signing the Lease, rather than at least a 5-day notice and time to pay.

15. The proposed Lease implies that it can terminate by simply expiring, rather than for a good reason. It does not include important notices required by law that my attorney pointed out to me. I had to seek legal counsel to learn about the required notice of my right to continue residing in the park as long as my rent is paid and I abide by the rules and regulations.

16. Other provisions do not clearly state my right to a 24-hour notice of lease or rule violations with time to correct violations. I do not believe the proposed Lease and Rules fairly inform me of what I must do to comply. I don’t understand them.

17. The new Lease also says it will automatically convert to a month-to-month lease after the first year. I understand I have the option for such a conversion, but as a long-term tenant, I want the protection of at least a year-long lease each year to avoid more frequent rent increases. The proposed Lease does not give that option.

18. The proposed Lease also does not include rent increase projections for the coming years. I do not know if the missing information will be included in a personalized lease. I have been told that I can only see a lease filled out with my personal information at the day and time I sign it, not before.

19. Park managers have said that we will get move-out notices if we do not sign the new Lease.

20. Oak Wood's demand that I sign a new Lease that is not in compliance with Illinois law, or risk eviction, causes me anxiety and emotional distress. I had very high blood pressure at several recent appointments, which I attribute to the stress from uncertainties about my living situation based on Oak Wood's demands.

21. It is unclear to me if the Rules that were proposed are in effect or not. There has been no clear communication about the new Rules. I also understand that fees and fines stated in the Rules may not be enforceable, since charges must be stated in a lease, not in park rules. Yet, I know I could receive an eviction notice for not following park rules.

22. The proposed Rules and Lease both include a \$300.00 charge per month for persons inhabiting the house who are not on the park's Tenant Contact Information Sheet. There is no information about when a guest becomes an "inhabitant". My daughter sometimes comes to stay and help when we are in poor health, but she does not live with us. The lack of clear expectations is very distressing. Receiving a \$300.00 charge unexpectedly would be devastating to my monthly finances.

23. Oak Wood has already begun enforcing charges under the proposed Lease against us even though we have not signed it. This has caused me and Stephen financial harm. For March through June 2024, Oak Wood charged us an \$18.00 per month "indemnity waiver charge" associated with a "Lease Indemnification Addendum" that is part of the new proposed Lease. This addendum states that we must carry a minimum of \$100,000 of liability coverage on the mobile home and add Oak Wood as an "additional interest" or "interested party" to our home insurance policy. If we do not provide proof of coverage with these requirements, we are charged the \$18.00 fee.

24. Stephen and I are both named parties on a mobile home insurance policy which includes personal liability insurance of \$300,000. We provided proof of this insurance, but Oak Wood has


not waived the fee, even though we never agreed to the Lease Indemnification Addendum. Because we were concerned about any claims of non-payment that might lead to eviction, we paid the \$18.00 fee on or around March 4, 2024, April 3, 2024, May 3, 2024, and June 5, 2024.

25. Additionally, we paid the rent increase of \$88.00 per month for both March and April because the increase was included on our invoice beginning March 1. Oak Wood stated they would honor active leases but never asked about my lease term and or gave me a copy of my original lease, which they should have from the old owners.

26. It is my understanding that every mobile home lease must contain an automatic renewability option. My lease began in May 2014, so it was due for renewal in May. The notice I received said rent was increased in March. I wanted to renew the old lease rather than accept a new lease. However, I paid the increased rent on or around March 4, 2024 and April 3, 2024 because I was afraid I would get evicted if I didn't.

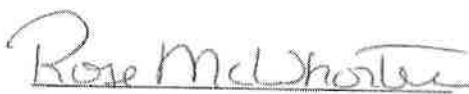
27. I don't want my neighbors and other mobile home residents to lack protection from these kinds of practices.

28. I declare, under penalties of perjury, that the facts as stated in this affidavit are personally known to me, and that they are true.


Rose McWhorter

Under the penalties as provided by law pursuant to Sec. 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that she verily believes the same to be true.

6/12/2024
Date


Rose McWhorter

ELEVENTH JUDICIAL CIRCUIT COURT
MCLEAN COUNTY, ILLINOIS

ROSE MCWHORTER and)
STEPHEN EVANS,)
Plaintiffs,)
)
vs.)
)
OAK WOOD VENTURES LLC dba)
OAK WOOD PROPERTIES, and)
HILLTOP MH, LLC)
Defendants.)

AFFIDAVIT OF STEPHEN EVANS

I, Stephen Evans, hereby certify the truth of the following matters:

1. If called to testify in Court, I could testify competently to the facts stated herein.
2. I have lived at 68 Avenue A, Bloomington, IL since May 2014. I own the mobile home and live in it with my partner, Rose McWhorter. We rent the lot on which the mobile home sits, in a park called Hilltop Mobile Home Park. We previously lived in another mobile home in the same park for about a year and a half.
3. Hilltop Mobile Home Park is owned by Oak Wood Properties, an investment firm based in Dallas, TX. Oak Wood purchased the lot from Moore Enterprises in 2023.
4. To the best of my recollection and belief, Rose and I both signed a lease with Moore Enterprises when we began renting the lot at 68 Avenue A in May 2014. We do not have a current copy of that lease due to our length of residence.
5. For about the past year, we were paying \$407.00 per month in lot rent. We received notice on or around November 30, 2023 that the rent would be increasing to \$495.00 per month on March 1, 2024 or after the end date of active lease agreements.
6. Prior rent increases have been between \$5.00 – \$25.00 per year since we have lived in the park.

7. My only income is monthly social security disability income in the amount of \$975.00. The rent increase significantly impacts my cost of living.

8. I am 69 years old. I am also a person with disabilities. My physical disabilities include chronic pain in my legs, shoulders, back and arms, a fused ankle, and mobility issues. My home has been modified to meet my needs. My partner also has physical disabilities. It would be difficult to find other accommodations that meet our needs.

9. After Rose received a copy of a proposed lease agreement (“the Lease”) from Oak Wood Properties in or around early February 2024, I reviewed it and declined to sign it. Sometime in February or March we also received a copy of new proposed Rules and Regulations (“the Rules”). Park management has made it clear that the new owners want everyone to sign the new Lease.

10. I understand that I have rights as a tenant of a mobile home park in Illinois. The Lease and Rules proposed by Oak Wood Properties ask me to waive some of those rights by agreeing to terms that are not in compliance with Illinois law. It is confusing and unfair that Oak Wood should ask me to agree to leasing terms that are not compliant with the law. It is important to me that any lease I sign complies with Illinois law.

11. For example, Oak Wood proposes that they should only give us six months’ notice of a park closure instead of 12 months. Given my disabilities, moving from my long-term home that meets my specific needs would be burdensome and difficult. I do not have other housing. I own the doublewide mobile home outright. I could not afford the costs of moving the home. If we were to move, it is likely I would have to give up the equity in the home because we could not afford to move the home off the lot. I paid \$48,000 for the home when I bought it in 2014. Should the park close, I would need as much time as possible to find other housing that meets my needs and is within my budget.

12. Other examples include a provision in the Rules that states that the resident must receive “at least 30 days’ prior written notice of any increase in rent.” This is confusing because I know that 90 days is required by law.

13. Oak Wood also proposed that I should get no notice or right to make up for a default in rent after signing the Lease, rather than at least a 5-day notice and time to pay.

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22. Rose and I are both named parties on a mobile home insurance policy which includes personal liability insurance of \$300,000. We provided proof of this insurance, but Oak Wood has not waived the fee, even though we never agreed to the Lease Indemnification Addendum. Because we were concerned about any claims of non-payment that might lead to eviction, we paid the \$18.00 fee on or around March 4, 2024, April 3, 2024, May 3, 2024, and June 5, 2024.


23. Additionally, we paid the rent increase of \$88.00 per month for both March and April because the increase was included on our invoice beginning March 1. Oak Wood stated they would honor active leases but never asked about my lease term and or gave me a copy of my

original lease, which they should have from the old owners.

24. It is my understanding that every mobile home lease must contain an automatic renewability option. My lease began in May 2014, so it was due for renewal in May. The notice I received said rent was increased in March. I wanted to renew the old lease rather than accept a new lease. However, I paid the increased rent on or around March 4, 2024 and April 3, 2024 because I was afraid I would get evicted if I didn't.

25. I don't want my neighbors and other mobile home residents to lack protection from these kinds of practices.

26. I declare, under penalties of perjury, that the facts as stated in this affidavit are personally known to me, and that they are true.


Stephen Evans

Under the penalties as provided by law pursuant to Sec. 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

6/12/24
Date


Stephen Evans

Community: _____

Pad Site No.: _____

Address _____

**MANUFACTURED HOME PAD SITE LEASE AGREEMENT
("Lease")**

This Lease is made and executed by and between: _____ ("Lessor") and
_____ (individually and collectively, "Lessee")

Commencing effective as of: _____ ("Commencement Date")

WITNESSETH

WHEREAS, Lessor shall include and refer to the owner of the real property on which a manufactured home has been located, and

WHEREAS, actions authorized to be taken by the Lessor under this Lease may be taken by the Community's property manager, and

WHEREAS, Lessee shall include and mean all occupants of the manufactured home as set forth on the Application who wish to lease the real property as described herein.

NOW THEREFORE, the parties are agreed as follows:

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain manufactured home pad site in the Community as both set forth above, including the parking space accompanying the pad site, all under and pursuant to the following terms and conditions.

To memorialize understanding of these Lease terms, the Lessee must initial the bottom of each page in the space provided.

1. **PREMISES:** Lessee agrees to lease that certain manufactured home pad site set forth above, and upon which a Single Wide manufactured home may be installed ("Premises"). The Premises may be occupied only by the individuals and manufactured home designated on the Application of Lessee showing a valid Certificate of Title in the name of Lessee (the "Manufactured Home"). Lessee shall comply with all state, county, and municipal requirements for ownership of the Manufactured Home, including:

- Registration of the Manufactured Home with the auditor of the county in which the Community is located,
- Payment of all personal property taxes due to such county,
- Licensure by such county, and
- As required by Lessor, a liability insurance policy as detailed below to cover liabilities for damage to persons and property in the Community.

2. **TERM:** The term of this Lease shall be for one year, commencing on the effective date above and continuing for twelve months, unless sooner terminated as provided below or pursuant to the Community Rules as applicable.

Lessee Initial(s): (____)(____)

The initial term of the Lease shall begin on the Commencement Date above and shall end at five p.m. (5:00 pm) twelve months later: the ____ day of ____, 20__. After the initial term, the lease shall become month-to-month unless and until otherwise agreed to in writing between Lessor and Lessee. Upon the Lease becoming month-to-month or upon renewal, all sections of this Lease remain applicable. By execution of this Lease, Lessee hereby acknowledges that Lessor has offered a lease for a term of 24 months, which offer Lessee has declined.

Lessor will communicate to Lessee changes to any terms of the Lease a minimum of 60 days prior to expiration of the initial term (or initial 12 months of the Lease) and once the Lease becomes month-to-month, a minimum of 60 days prior to changes to any terms of the Lease.

3. **RENT:** Lessee shall pay \$ ____ per calendar month, to rent the Premises, payable monthly in advance on or before the **1st of each month**. The prorated rent from the date of move-in to the last day of the month is \$ N/A. Lessee's initial and continued right to use the Premises is expressly contingent upon the prompt and timely payment of rent to Lessor and other charges due hereunder. Lessee shall pay promptly all sums other than rent pursuant to the provisions of the Agreement within 10 days following Lessor's delivery of a statement of account, therefore. Monies received by Lessor shall first be applied to discharge any past due amounts, including but not limited to, past due late charges, check charges, key charges, and utility bills owed by Lessee. After such past-due amounts have been paid, the remainder of any monies received by Lessor from Lessee shall be applied to past due rent, then to current rent. If the rent or other sums payable hereunder are not paid within 5 days of the date on which such are due, a late charge of **\$50.00** will be added to the amount due. In addition to the previous fees & charges listed, the fees below will apply:

1. A charge of **\$35.00** will be applied for all checks returned due to insufficient funds (NSF) or any other reason.
2. Delinquent Rent. If not paid by the 1st, Rent shall be considered overdue and delinquent by the 5th day of each calendar month. If Lessee fails to pay any month's rent by the 5th day, Lessee will pay Lessor a late charge of \$50.00. If resident fails to pay any month's rent by the 10th day, Lessee will pay Lessor a dispossessionary charge of \$125.00.
3. Prorated Rent. In the event the Commencement Date is not the 1st of the calendar month, Rental payment remitted on the Commencement Date shall be prorated.
4. Dispossessionary Notice. If Lessee's account is not in good standing on the 10th day of each calendar month, Lessee will be provided with a dispossessionary notice.
5. Violation of Lease. If at any time Lessee violates the terms of this Lease, a charge of up to \$250 per incident will be assessed.
6. Termination Fee. If this Lease is terminated by Lessee prior to the end of the Lease's term, a termination fee will be assessed in the amount of \$1,000.

	PAD RENTS				
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Hilltop	347.00	352.00	362.00	372.00	382.00

If Lessee fails to pay any month's rent by the 10th of the month, Lessee will pay Lessor a dispossessionary charge of \$125. Lessee also agrees that any applicable utility service may be terminated on the 10th of the month, at Lessor's discretion, if all bills due are not paid in full. Lessee further agrees that there will be a \$40 charge for Lessor to turn utilities on after having been turned off.

4. **METHOD OF PAYMENT:** Lessee shall make rental payments by check, CashPay, or through the online tenant portal, but not cash, provided however, that if Lessee fails to timely make a rental payment or submits a check that is dishonored, Lessor reserves the right to notify Lessee, in writing, that future rent payments must be made by money order, cashier's check or CashPay. Payment can also be made in-person at the Community's office. No forbearance of a late payment shall be deemed as a waiver by Lessor.

Lessee Initial(s): (____)(____)

5. **SECURITY DEPOSIT:** Based on review of the Application, Lessor reserves the right to require a security deposit and such deposit amount and terms will be set forth in a provided Security Deposit Agreement, which, if applicable, shall be incorporated herein for all purposes, payable on or before the execution of this Lease. As a condition for refunding all or part of any security deposit, Lessee must provide a forwarding address, and if Lessee fails to do so, Lessor will mail any amounts owed to Lessee to Lessee's last known address in Lessor's records. At least 30 days written notice of intent to vacate must be given to Lessor prior to move out to qualify for a return of any such security deposit. Lessee must remove all personal property from the lot, including all tie-downs and any trash or debris left after the home is removed. Tire ruts must be filled in with top soil, and tenant is responsible for any damages caused while the home is being removed, including but not limited to damages to the water and sewer lines.

i. Lessor shall hold in trust the Security Deposit in one or more banks, savings banks, or credit unions, the accounts of which are insured by the Federal Deposit Insurance Corporation, the National Credit Union Administration Share Insurance Fund, or other applicable entity under law. The Security Deposit and the interest due under is the property of the Lessee until the deposit is returned to Lessee or used to compensate, or applied to, the Lessee's obligations to the Lessor in accordance with the lease or applicable State and local law. The security deposit shall not be commingled with the assets of Lessor, and shall not be subject to the claims of any creditor of Lessor or any party claiming an interest in the Security Deposit through Lessor, including a foreclosing mortgagee or trustee in bankruptcy; provided that this subsection does not prevent a foreclosing mortgagee, receiver, or trustee from taking over control of the applicable bank account holding the Security Deposit, which may include moving the Security Deposit to another bank account meeting the requirements of this Section.

ii. At the end of the Lease Term, the Security Deposit shall be returned in full to the Lessee, provided that the Lessee has paid all Rent due in full for the Lease Term and has caused no actual damage to the Premises. Lessor shall furnish the Lessee, within 15 days after termination or expiration of the Lease, an itemized list of any damages incurred upon the Premises and the estimated cost for the repair of each item. Lessee's failure to object to the itemized list within 15 days shall constitute an agreement upon the amount of damages specified therein. Lessor's failure to furnish such itemized list of damages shall constitute an agreement that no damages have been incurred upon the Premises and the entire Security Deposit shall become immediately due and owing to the Lessee. Lessee's failure to furnish Lessor a forwarding address shall excuse the Lessor from furnishing the list required by this Section.

iii. Upon return of the Security Deposit, Lessor shall also pay interest on the Security Deposit to Lessee, computed from the date of the Security Deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in Illinois on minimum deposit passbook savings accounts as of December 31 of the preceding year on any such deposit held by Lessor for more than 6 months.

In the event (i) this Lease is signed by all parties; (ii) a Security Deposit is paid by Lessee; (iii) the Lessee fails to move onto the Premises; and (iv) Lessee procures a replacement tenant satisfactory to Lessor prior to the Commencement Date of this Lease, then Lessor shall return the Security Deposit to Lessee.

In the event (i) this Lease is signed by all parties; (ii) a Security Deposit is paid by Lessee; (iii) the Lessee fails to move onto the Premises; and (iv) Lessor procures a replacement tenant prior to the Commencement Date of this Lease, then Lessor shall return the Security Deposit to Lessee, less a lease cancellation fee of \$ 1,000.00.

6. **USE OF PREMISES AND APPLICATION APPROVAL:** A Lease Application ("Application") must be approved by Lessor before Lessee shall have the right to use or occupy the Premises. Lessee must pay a \$50 application fee. Only those persons listed in said Application shall be permitted to occupy the Premises. The Premises shall not be used for any illegal purposes, nor in violation of any valid regulation of any governmental body or agency, nor in any manner to create any nuisance or trespass.

7. **COMMUNITY RULES AND REGULATIONS:** All Community facilities are provided by Lessor for the use and enjoyment of Lessee and, in certain cases, Lessee's family, guests, or invitees. Lessee agrees to abide,

Lessee Initial(s): (____)(____)

and to ensure that Lessee's family, guests, or invitees abide by all Community Rules and Regulations ("Rules") and any amendments thereto. Lessee acknowledges receipt of a copy of such Rules as of the date hereof. The Rules and any amendments thereto are incorporated herein by reference and made a part hereof for all purposes. Each Lessee agrees Lessor shall have the right to modify, amend, change or replace the Rules in Lessor's sole and exclusive discretion and at such time or times as Lessor may desire. Lessor agrees to post and/or give Lessee written notice at least 30 days prior to any material modification, change, amendment, or replacement; unless such addition or amendment will require expenditure of funds in excess of \$25 by Lessee to comply with the new Rules, in which event Lessor shall provide Lessee with 90 days to comply. Any breach or violation of the Rules is expressly declared to be a breach of this Lease.

8. **ARMED SERVICES:** In the event Lessee is now or becomes a member of the Armed Forces of the United States on active duty or receives permanent change of station orders, or deployment orders with a military unit or as an individual in support of a military operation for a period of not less than ninety (90) days which prevents the servicemember or his/her dependents from occupying the premises under a lease entered into a lease as described in the Servicemembers Relief Act (the "Act"). Lessee may terminate this Lease by giving Lessor written notice and a copy of such official orders which warrant termination of this Lease. Termination of the Lease becomes effective the last day of the following month the notice was given. Lessee shall be responsible for any amount owing to Lessor hereunder up until date of termination.

9. **MOVE-IN AND MOVE-OUT:** Lessee agrees to move-in and move-out under and during favorable weather conditions and at such time during the day as shall be agreed to by Lessor or set forth in the Rules.

10. **INSTALLATION:** Lessee agrees the Manufactured Home shall be installed (set-up and tied down) in accordance with applicable Uniform Standards Code for Manufactured Housing and other applicable government statutes, ordinances, rules or regulations. Such shall be Lessee's responsibility and Lessor shall in no way be liable or responsible for any improper installation.

11. **ACCESSORIES, EQUIPMENT AND STRUCTURES:** Approval of Lessor must be obtained before construction, installation or modification of any manufactured home accessory, equipment, or other structure. (Note: Building permits may be required for certain accessories or installations.) **All tongues must be removed, and the home must be fully skirted within 60 days of set-up.**

12. **LANDSCAPING:** Installation, removal, or planting of any trees, concrete, masonry, or ground cover must be approved by Lessor. Lessees are encouraged to landscape the Premises and shall keep the Premises in a clean, attractive and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to Lessor and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by Lessor.

Each Lessee shall be responsible for his or her own lawn maintenance (e.g. mowing, trimming, edging, etc.). In the event Lessee neglects to maintain the site, Lessor will notify Lessee one time to take additional corrective action within a reasonable number of days after the date of said written notice. If Lessee fails to bring the site into compliance within that time, Lessor shall have the right, without further notice, to perform any and all necessary maintenance to the Premises. For lawn maintenance, Lessee shall be responsible for the following charges:

- Trimming lot: \$25 per occasion
- Edging lot: \$25 per occasion
- Mowing and trimming lot: \$50 per occasion

Lessee agrees to pay Lessor for all other repair and maintenance work resulting from Lessee's failure to maintain the Premises in good repair at a rate of \$50 per hour. There shall be a one (1) hour minimum fee if Lessor provides any non-lawn maintenance related services to repair or maintain the Premises. Lessor reserves the right to raise or lower said fees, charges, or assessment set forth above. Lessor agrees to provide Lessee with no less than thirty

Lessee Initial(s): (____)(____)

(30) days written notice of any non-lawn maintenance related change. Failure to maintain the Premises as outlined by the Lease or Rules is just cause for termination of this Lease. LESSEE HEREBY INDEMNIFIES AND HOLDS LESSOR HARMLESS FROM ANY COST, LOSS, OR DAMAGE CAUSED AT THE PREMISES IN THE COURSE OF ANY LAWN MAINTENANCE AND NON-LAWN MAINTENANCE.

13. VEHICLE CONTROL/PARKING RULES: For the safety of the occupants, guests and invitees, in the Community, Lessor has designated and posted certain speed limits; Lessees agree to abide by such and to cooperate in the enforcement of such speed limits. The streets and lanes are private and not public thoroughfares. Lessees may park passenger cars only on the Premises' driveway or other designated areas. Neither Lessee nor guests or invitees shall park any vehicle on another resident's space or other reserved or restricted space without the express permission of the resident or Lessor, whichever is applicable. Visitors shall park in the designated guest or visitor parking areas or in their host's drive if space is available. All trailers, boats, recreational vehicles or other vehicles not used for daily transportation shall only be parked in the Community as may expressly be designated by Lessor. All vehicles must meet statutory requirements for inspection, safety, etc. in order to be operated in the Community. No junked, unusable, or unsightly vehicles will be allowed in the Community. Lessor may, at its sole discretion, for the welfare of the occupants of the Community, restrict the delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of products and services. Failure of Lessee or Lessee's guests or invitees to park in their designated parking areas or to remove any junked, unusable or unsightly vehicles, will result in Lessee or Lessee's guests or invitees vehicles being towed at the vehicle owners sole cost and expense. Lessor shall not be liable for any damage to any vehicles.

14. INSPECTION BY LESSEE: Lessee warrants and covenants Lessee has conducted an inspection of the Premises, Community, and facilities, and that all of such were found to be in acceptable and habitable condition.

15. ASSIGNMENTS AND SUBLEASES: Lessee shall not, without the prior written consent of Lessor, assign or sublet this Lease or its rights hereunder, or any interest therein (other than as set forth in the Rules). If Lessee attempts to assign this Lease or allows the Premises to be occupied by anyone other than Lessee, Lessor may collect rent and other charges due under this Lease from the intended assignee and/or occupant and may also apply the net amount collected to the amounts due according to this Lease. No such collection shall be deemed a waiver of the prohibition herein against assignment or subletting, or as an acceptance of the assignee or occupant as a lawful resident of this Community or of the Premises and in such case, Lessee shall remain liable to Lessor for all provisions of this Lease. Lessor, in its sole discretion, may agree in advance in writing to an assignment or sublease only upon satisfaction of the following conditions: i) receiving and approving, in Lessor's sole discretion, a completed Application from the proposed assignee or subtenant under Lessor's current underwriting criteria; and ii) obtaining a true and accurate copy of a certificate of title vesting ownership in the Manufactured Home to the proposed assignee or subtenant. Lessee may post "for sale" signs on their Manufactured Home, of such size and at such locations as may be reasonably approved by Lessor. Lessee may sell their Manufactured Home without having to first relocate it out of the Community.

16. TRANSFER OF LESSEE'S INTEREST: In the event Lessee sells, assigns or otherwise transfers its interest in their Manufactured Home, Lessee shall notify Lessor of the change of ownership sixty (60) days prior to the date of closing of the sale. Lessee shall continue to be bound by and responsible for this Lease until the obligations and liability of this Lease are assumed in writing by said purchaser, assignee, or transferee, which will require completion and approval of an Application.

17. CONDUCT ON THE PREMISES AND IN THE COMMUNITY:

Lessee shall:

- conduct himself/herself and require other persons on the Premises with the Lessee's permission or who are allowed access to the Premises by the Lessee to conduct themselves in a manner that will not disturb the other tenants' peaceful enjoyment of their Premises or the Community
- comply with the Community Rules and applicable building and housing codes materially affecting

Lessee Initial(s): (____)(____)

health and safety

- keep the Premises reasonably safe and clean
- dispose of all ashes, garbage, rubbish and other waste in a reasonably clean and safe manner
- keep all plumbing fixtures in the dwelling unit or used by Lessee reasonably clean
- use all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in a reasonable manner
- not deliberately destroy, deface, damage, impair or remove any part of the Community or knowingly permit any person to do so who is on the Premises with Lessee's permission or who is allowed access by the Lessee

Lessee shall NOT:

- engage in criminal conduct
- behave in a loud or obnoxious manner
- disturb or threaten the rights, comfort, health, safety or convenience of others in the Community
- disturb Lessor's business operations
- engage in or threaten to engage in violence
- possess a weapon that is prohibited by law
- discharge a firearm in the Community, display a gun, knife or other weapon in a common area in a manner that will threaten or alarm others
- tamper with utilities or telecommunications such as cable television
- bring into the Community any hazardous materials
- heat the Manufactured Home or unit with a cooktop, oven or space heater

18. **INSURANCE:** Lessee shall, at all times during the term of this Lease maintain liability insurance policy(s) acceptable to Lessor or participate in the Resident Indemnity Program as set forth in the Lease Indemnification Addendum to this Lease.

19. **INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold Lessor harmless for any injury or death to any person or damage to any property arising out of the use of the Community by Lessee, Lessee's family, agents, employees, guests or invitees. Lessee is to keep the Manufactured Home and Premises in good and safe condition and notify Lessor immediately of any unsafe or unsanitary conditions in the Community or upon Community property. Lessor shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Community residents or their families, agents, employees, guests or invitees. Lessee agrees to indemnify Lessor, and pay for any damage to property as applicable, for any damages, injuries or death caused by Lessee, Lessee's family, agents, employees, guests or invitees whether such damage, injury or death is: sustained by a Community resident, sustained by a Community resident's family, agents, employees, guests or invitees, occurs to another resident's or anyone else's manufactured home or other property, or occurs to any Community property.

20. **EMINENT DOMAIN:** In the event any governmental body or agency, or any entity which has the right of eminent domain, takes or condemns all or any part of the Premises, this Lease shall terminate on the date that possession of such property is taken. No part of any award or purchase price made or paid for such a partial or complete taking shall be apportioned to Lessee. Lessee hereby renounces, and assigns to Lessor, any claim, right, title or interest which Lessee might have in any such award or purchase price. Lessor shall, however, have no claim to, nor assignment of, any award or payment to Lessee for the taking, condemnation, or purchase of any personal property belonging to Lessee and removable upon the termination of this Lease.

Lessee Initial(s): () ()

21. **AMENDMENTS:** The Lease, along with any Security Deposit Agreement, the Application, the Community Rules, the Lease Indemnification Addendum, and any other Addenda, if applicable, constitutes the entire agreement between Lessee and Lessor. Lessee certifies that no other representations, either written or oral, were made by Lessor or relied on by Lessee as an inducement for the execution of, or as consideration for, this Lease. Lessee acknowledges receipt of a copy of each of the documents above and agrees that such shall not be modified or amended except as may hereafter expressly set forth in writing and executed by the parties or except as may otherwise be provided herein.

22. **DEFAULT OR TERMINATION:** Lessee shall be in default, which default entitles the Lessor to terminate this Lease, upon any of the following events occurring:

- (a) Lessee's failure to comply with local, state, or federal laws governing manufactured homes after receiving written notice of noncompliance and having a reasonable opportunity to remedy the violation;
- (b) Lessee engaging in repeated conduct that interferes with the quiet enjoyment of the Community by other residents;
- (c) other than defaults based on the non-payment of rent, illegal activities, breach of the health and safety provision hereof or any other default specifically set forth in this section, noncompliance with a provision of the Lease or Rules and the failure to remedy the violation within fourteen (14) days after written notice from the Lessor;
- (d) failure to pay rent within 5 days of the due date;
- (e) noncompliance with a law or provision in the Lease or Rules affecting the health, safety, or welfare of other residents in the Community or affecting the physical condition of the Community;
- (f) Lessee is determined to have willfully and knowingly made a false or misleading statement in this Lease or in the Application;
- (g) engaging in illegal activities or omissions on the Premises or in the Community; or
- (h) any other reason that applicable law permits as a default or termination event.

In addition, this Lease shall terminate upon the occurrence of the following events:

- (i) if the Community or the part of it affecting the Lessee's lot is taken by eminent domain
- (j) at the end of the term of this Lease or a future term (including once the Lease becomes month-to-month) on sixty (60) days' written notice by either Lessee or Lessor
- (k) in accordance with the terms and provisions hereof relating to release of Lessee in the Armed Services

THE FOLLOWING NOTICE APPLIES IF LESSEE FAILS TO PAY RENT WHEN DUE OR VIOLATES THIS LEASE BY CONDUCTING ILLEGAL ACTS ON THE PREMISES OR IN THE COMMUNITY.

IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five (5) days of the due date, Lessor can begin the process of having you evicted and there is no obligation for Lessor to provide you a reminder of this notice and you will not get any other notices as long as you live on the Premises. Lessee will also be responsible for a \$125 dispossession fee if the account is not in good standing by the 10th day of the month.

IF YOU CONDUCT ANY ILLEGAL ACTIVITIES

This is your notice. If you conduct any illegal activities, Lessor can begin the process of having you evicted and there is no obligation for Lessor to provide you a reminder of this notice and you will not get any other notices as long as you live on the Premises.

23. **REMEDIES UPON TERMINATION:** Upon termination of this Lease, including by expiration of this

Lessee Initial(s): (____)(____)

Lease or other reason, Lessee shall vacate the Premises and remove all of Lessee's property pursuant to this Lease. At which time, Lessor shall have the right to possession of the Premises and shall have the right to the payment of all rent and other fees due prior to termination as well as a separate claim for actual damages for breach of the Lease and reasonable attorney fees. If Lessee fails to promptly vacate the Premises, Lessor may institute eviction proceedings and may pursue any other rights and remedies provided by law or equity, including without limitation, injunctive relief, and the right to sell the personal belongings of Lessee by distraint proceedings and apply the proceeds to rent owing Lessor. To the extent permitted by applicable law, Lessor's costs of these actions shall be borne by Lessee, including reasonable attorney's fees.

24. FAILURE TO REMOVE MOBLE HOME 45 DAYS AFTER EVICTION: If Lessee fails to timely remove Lessee's Manufactured Home within forty-five (45) days after Lessee has been evicted, Lessor may commence the sale of the home in a commercially reasonable sale at public auction. Lessee may post "for sale" signs on their manufactured home, of such size and at such locations as may be reasonably required by Lessor. Lessee may sell their manufactured home without having to first relocate it out of the Community.

25. WAIVERS: No failure by Lessor to enforce any provision of this Lease after default or breach by Lessee shall be deemed a waiver of Lessor's right subsequently to enforce any and all provisions of this Lease upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of Lessor, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. Lessor's acceptance of any rent or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Lease or affect any notice, demand or suit in connection with such Lease. No payment by Lessee or receipt by Lessor of an amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and Lessor may accept such partial payment without prejudice to Lessor's rights to collect the balance of rent and charges due.

26. LESSOR'S REMEDY FOR EARLY TERMINATION: Except as provided below in this section, the maximum amount Lessor may recover as damages for Lessee's early termination of this Lease is the greater of i) \$1,000 or ii) an amount equal to the amount of rent that remains outstanding for the remainder of the term of this Lease as of the date of such early termination, plus iii) any other amounts owed according to or provided for in this Lease. If the Lessee's pad site is reoccupied before the 21st day after the date Lessee surrenders the lot, the maximum amount the Lessor may obtain as damages is \$1,000.

27. CONDUCT LIMITATIONS AND NOTICE OF OFFENSES: Lessor may exclude from the Community persons, guests or others who, in the judgment of the Lessor, have been violating the law, violating this Lease, violating any Community Rules, or disturbing residents or others. Lessee must notify Lessor within fourteen (14) days if Lessee or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person, theft, or destruction of property to the extent required by applicable law. Lessee must also notify Lessor within fourteen (14) days if Lessee or any occupants of the Premises are required to register as sex offenders.

28. CHANGE IN LAND USE: Notwithstanding any statement in this Lease to the contrary, Lessor may choose not to renew and also terminate this Lease without cost or liability upon a change in land use if, and only if, not later than the one hundred and eightieth (180th) day before the date the land use changes, (i) Lessor sends notice to Lessee, and to the owner of the Manufactured Home if the owner is not the Lessee, and to the holder of any lien on the Manufactured Home specifying the date that the land use will change, and informing the Lessee, owner, and lienholder, if any, that the owner must relocate the Manufactured Home; and (ii) Lessor posts in a conspicuous place in the Community a notice stating the land use will change and specifying the date the land use will change. Lessor is required to give the owner and lienholder, if any, the notice required by this section only if

Lessee Initial(s): (____)(____)

Lessor is given a written notice of the name and address of such owner and lienholder.

29. LESSOR'S MAINTENANCE RESPONSIBILITIES: Lessor shall cause the operation of the Community to: (i) comply with applicable codes, statutes, ordinances, and administrative rules; (ii) maintain all common areas, if any, of the Community in a clean and useable condition; (iii) maintain all utility lines installed in the Community by the Lessor unless the utility lines are maintained by a public utility or a political subdivision; (iv) maintain individual mailboxes for the tenants in accordance with the United States Postal Service regulations, unless mailboxes are permitted to be located on the Premises; (v) maintain roads in the Community to the extent necessary to provide access to the Premises; (vi) provide services (which may be at Lessee's expense) for the common collection and removal of garbage and solid waste from within the Community; and (vii) repair or remedy conditions that materially affect the physical health or safety of tenants in the Community.

30. ATTORNEY'S FEES: Should either Lessee or Lessor be required to employ legal counsel to enforce the terms, conditions and covenants of this Lease, the prevailing party shall recover, as applicable, reasonable attorneys' fees, any filing fees and/or court costs incurred therein.

31. PETS: Unless Community Rules specify otherwise, up to two (2) pets, not exceeding 25lbs each, will be allowed with the prior written approval of the Lessor. Prior to moving into the Community, Lessee must register Lessee's pet(s) with Lessor and is subject to monthly pet fee. No known vicious breeds are allowed in the Community. Lessee must register any new pet with Lessor before moving the pet onto the Premises. All approved pets must be kept in strict accordance with the Community Rules, a copy of which has been furnished to Lessee prior to the execution of this Lease.

Lessees are not permitted to have "outdoor" pets. Approved pets are to be kept indoors at all times except when taken out for nature breaks. While outside, Lessee will keep pets on a leash and within Lessee's control. No pets may be loose in the Community. Lessee may have his/her pet impounded if loose, be fined by Lessor, or both. In no event may Lessee have Pit Bulls, Rottweilers, Dobermans, German Shepherds or other breeds known to be a vicious breed.

32. UTILITIES: Utilities that can be metered by available utility providers must be maintained in Lessee's name, e.g., electricity, and must be so at the beginning of the Lease's term. For utilities that are not available for direct metering to the Lessee, such utilities will be billed back to Lessee monthly (i.e., water/sewer, trash, gas) or will be subject to flat charges as set forth below:

Water/Sewer: _____
Trash: \$19.00/mo _____
Gas: _____
Electricity: _____

When water or other utilities to the Premises are sub-metered, Lessor will read such meters monthly to provide accurate usage back to Lessee. Rates are subject to change based on city and/or county services as applicable.

Lessee acknowledges water is supplied to Lessee through Lessor's own distribution lines and acknowledges, and agrees to pay Lessor for the utilities actually used; quantities and amounts to be determined through Lessor's submetering of the utilities; on a month-to-month basis.

33. MAINTENANCE: Lessor is responsible for maintaining water service to each individual meter; for maintaining the main sewer lines; and for maintaining any common areas. Lessee is responsible for the water line from the meter to the house; and for the sewer lateral line running from the house to the main. *Lessee is subject to a \$3.95 utility management fee.*

Lessee Initial(s): (____)(____)

34. **COMMON AREAS:** Lessee acknowledges common areas, playground equipment, pools, and any other amenities, if any, are provided by Lessor for Lessee's use and enjoyment. Lessee acknowledges that Lessor has not provided supervision for any area, and Lessee, and Lessee's family, agents, employees, or invitees, expressly assumes responsibility for any death or accident that may occur during or as a result of the use of these areas, items, or facilities by Lessee, and Lessee's family, agents, employees, or invitees. Lessee agrees to hold Lessor harmless for Lessee's, and Lessee's family, agents, employees, or invitees, use or misuse of these areas, items, or facilities and further assumes full responsibility for any accident or death occurring to, or caused by, Lessee, Lessee's family, agents, employees, or invitees.

35. **EMERGENCY MAINTENANCE NUMBER:** The telephone number of the person who may be contacted for emergency maintenance is: _____

36. **NOTICE:** Lessor's agent for service of process and/or other demands is: TWA

Other notices related to or provided for according to this Lease may be provided in-person in the Community office or made on-line through the Tenant Web Access, TWA, portal. Any notice under this Lease or applicable law shall be made by Lessee in writing and delivered as noted above or to the address below. Delivery by mail shall not be considered complete until actual receipt by Lessor or Lessor's agent. Any notices from the Lessor to the Lessee shall be in writing and shall be deemed sufficiently served upon the Lessee when deposited in the mail addressed to the leased Premises, or addressed to Lessee's last known post office address, or hand delivered or placed in the Lessee's mailbox. If Lessee is more than one person, then notice to one shall be sufficient as notice to all.

37. **DISCLOSURE OF OWNERSHIP AND MANAGEMENT:** Lessor is the record title holder to the Community and its address is: PO Box 131588 Dallas, TX 75313. Offsite management for the Community will be provided by Oak Wood Management LLC.

38. **PROPERTY & AD VALOREM TAXES:** Lessee agrees to pay all property taxes assessed against their Manufactured Home by their original due date and to provide Lessor with written receipt evidencing such payment upon request. Failure to provide such requested receipt will constitute a breach of this Lease. Lessee further agrees to pay, and/or reimburse Lessor, for its proportionate share of all ad valorem property taxes, privilege taxes, and any other assessments passed on to Lessee upon notice of such from Lessor.

39. **MISCELLANEOUS:**

- A. This Lease shall be governed by the laws of the State of Illinois.
- B. Lessee acknowledges having read and understood all of the terms and provisions of this Lease and agrees to be bound by these terms and conditions.
- C. All references to "Lessee" herein shall include and mean all occupants of the Manufactured Home as set forth in the Application. The term "Lessor" shall include and refer to the Community Manager or other designated representative of Lessor.
- D. Time is of the essence of this Lease.
- E. If Lessor changes the aesthetic standards in the Community at the end of a Lease term or after any renewal, Lessor will give Lessee 30 days' notice before the effective date of the change.
- F. Lessee shall provide Lessor with a forwarding address at the end of the Lease term for a return of the security deposit.
- G. The provisions of this Lease shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.
- H. The Lessor/owner will not be responsible for any loss of property caused by fire, theft, wind, hail, flood, or other acts of God.
- I. There will be a \$300.00 charge per month per person for each person inhabiting the house who is not on

Lessee Initial(s): (____)(____)

the Tenant Contact Information Sheet. This charge is due on or before the 1st of the month. Any person who moves into the home after the initial lease signing will need to complete an online application for approval.

- J. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, THE RIGHT TO TRIAL BY JURY SHALL NOT BE WAIVED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS LEASE.
- K. The parties specifically agree that this Lease shall not and is not intended to violate or waive any of the provisions of State law. If, however, any provision of this Lease does, in fact, violate or waive state law, the statutory provisions will take precedence.
- L. Tenants are not allowed to perform maintenance or repairs for any reason on rental homes. **Not applicable for Tenant owned homes.**

[SIGNATURE PAGE TO FOLLOW]

Lessee Initial(s): (____)(____)

EXECUTED on the date hereinabove written.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT, THE COMMUNITY RULES, THE LEASE INDEMNIFICATION ADDENDUM, AND ANY OTHER APPLICABLE ADDENDA IN DUPLICATE ORIGINALS AS OF THE DATE FIRST WRITTEN ABOVE.

READ THIS LEASE IN ITS ENTIRETY BEFORE SIGNING.

LESSEE:

LESSOR:

(signature)

(print name)

(signature)

(print name)

By: _____

Lessee Initial(s): (____)(____)

135130021v.1

Lease Indemnification Addendum

This is an addendum to your Manufactured Home Pad Site Lease Agreement ("Lease") for Pad Site _____ in _____ This addendum is part of your Agreement for the leased Premises.

Managing Agent/Lessor: _____
Lessee(s): _____

Indemnity Obligation: Pursuant to the Lease, Lessee shall indemnify _____ and/or Lessor for accidental damages to any Community-owned property that is caused by Lessee and/or Lessee's family, agents, employees, guests, or invitees (the "Indemnity Obligation").*

Property Requirement: During the Term of the Lease and any subsequent renewal terms, Lessee is required to maintain qualified renter's liability insurance** or participate in the Resident Indemnity Program for a monthly charge of \$18 per rented pad site, including double-wide pad sites, and no such charges will be pro-rated. Upon the Lease Commencement Date, Lessee will automatically be enrolled in the Resident Indemnity Program for \$18 per month, unless and until Lessee provides proof of qualified renter's liability insurance to resident@owproperties.com for opt-out approval. Residents who want to opt-out of the Resident Indemnity Program and receive a \$17 credit back to their account for the month they submit proof of qualified renter's liability insurance, must send proof of qualified insurance to resident@owproperties.com within 30 days of the Commencement Date of the Lease.

Lessees who elect to stay in the Resident Indemnity Program will be released financially from their Indemnity Obligation, as defined above, up to the amount of the Lessor's property insurance deductible for accidental damage to Community property caused by the Lessee and/or Lessee's family, agents, employees, guests, or invitees that exceeds \$200 and originates from fire, water or smoke. The Resident Indemnity Program is **NOT** insurance and **DOES NOT** provide insurance coverage or protection for personal property, personal liability or any other claim or loss made by anyone.

****Qualified Renter's Liability Insurance:**

1) A policy with a minimum liability coverage amount of \$100,000, 2) where Lessee(s) names match name(s) on the Lease, 3) where policy effective dates match the Lease term, 4) where the policy number is provided, and 5) with the following listed on the policy as an "additional interest," "interested party," or "certificate holder": "[MHC _____] located at _____" which is required so that _____ is notified if the insurance is canceled or the policy specifies change for any reason during the term of your Lease.

I acknowledge I have read and understand the information set forth in this Addendum. I also acknowledge and understand the following:

- The Resident Indemnity Program is **NOT** insurance and **DOES NOT** provide insurance coverage or protection for personal property, personal liability, or any other claim or loss made by anyone
- I am not a co-insurance on the Lessor's/Owner's insurance policy. The Lessor/Owner carries insurance for its own protection.

Dated and effective as of the Commencement Date: _____

Lessee Signature

Lessor's/Owner's Representative Signature

*Pursuant to the Lease, Lessee is required to indemnify and hold Lessor harmless for any injury or death to any person or damage to any property arising out of the use of the Community by Lessee, Lessee's family, agents, employees, guests or invitees; be sure you have reviewed and understand the Insurance and Indemnification sections of your Lease. The protection provided under the Resident Indemnity Program applies only to damage occurring to property owned by the Community and/or Lessor as set forth above.

Lessee Initial(s): (____)(____)

COMMUNITY RULES AND REGULATIONS

The Community Rules and Regulations ("Rules") of Hilltop, ("Property" or "Lessor") are set forth below.

Lessee, or as used in the Rules, "Tenant," agrees to abide by the Rules and will acknowledge receipt of their copy of the Rules by signing and providing to Lessor the signature page at the end of the Rules.

Onsite Property Manager, or as used in the Rules, "Management" means the person in charge of day-to-day operations of the Property.

Unless otherwise defined, defined terms used in the Rules are as defined in the Lease between Lessee and Lessor.

1. Office hours are 9:00 AM-5:00 PM Monday-Friday. However, if the 1st falls on a Saturday, we may be open at a time to be announced.
2. **All rent and service payments are due on or by the 1st of each month** unless otherwise stated. A late fee of \$50.00 will be applied after the 5th of each month.
3. Returned checks will be charged a fee of \$35.00 plus all late fees as well. **Management will no longer accept checks after one has bounced or returned for any reason and can refuse checks at their discretion. CASH IS NOT ACCEPTED!**
4. Tenants must give a 30-day written notice that coincides with the end of the lease. The last month's rent must be paid in the form of a money order, cashier's check. This procedure must take place in order to qualify for a deposit refund. If any refund is due to Tenant, it will be mailed out 30 days from move out date.

*****The last month's rent must be paid in FULL before a 30 day move out notice will be accepted. No rental information will be released to any requesting party until the 30-day notice is submitted and all rent is paid. *****

* * * DO NOT FORGET TO LEAVE A FORWARDING ADDRESS * * *

5. Do not park or drive in/on the yard, only in the space provided for your home. Anyone caught driving or parked any vehicle in the grass will be charged a \$100.00 fine, per occurrence.
6. Under no circumstances shall Tenants tamper with mailboxes, electrical equipment, or any other equipment.
7. Tenants must always maintain their space in a clean and orderly condition. Garbage cans, BBQ grills, bikes, toys, etc. are to be stored behind your home or in an orderly manner outside. No household furniture is to be kept outside at any time.
8. If space maintenance is neglected, Management will inform the Tenant in writing indicating the deficiencies. If corrective action is not taken, Management may have the corrective action taken care of, and the tenant will reimburse the **Property** for all actual cost incurred.
9. Tenant hereby grants the **Property** and/or its agents and employees, access to and authorization to enter the rented premises, home unit and improvements, in an emergency, for the purpose of performing such acts as the **Property** in its sole discretion, deems necessary for the safety of said property and its other Tenants. Tenants shall not hold the **Property**, its agents or employees, responsible for such as performed by the **Property** while acting in such capacity. **Not applicable for Tenant owned homes.**
10. Tenants must keep trash in a trash can with a lid, and that lid must be able to close or mostly cover the trash inside it. If trash is picked up by the city on specific days, please ensure your trash parcel is put away after trash is picked up by the end of that specific day. Tenants are

Lessee Initial(s): () ()

responsible for trash pickup fees and any additional fees associated with trash negligence. All trash fees are set and assessed by the city and charged to the Tenant accordingly. Excess trash that does not fit inside the provided trash can, will incur a \$100.00 fine per occurrence.

11. Fences or other structural construction must be submitted on a Project Application form and submitted to Management for approval.
12. The Lessor/owner will not be responsible for any loss of property caused by fire, theft, wind, hail, flood, or other acts of God.
13. There will be a \$300.00 charge per month per person for each person inhabiting the house who is not on the Tenant Contact Information Sheet. This charge is due on or before the 1st of the month. Any person who moves into the home after the initial lease signing, will need to apply in the manager's office for approval.
14. Tenants are not allowed to park/store boats, watercraft, trailers, motor homes, campers, or ATV's.
15. Tenants are responsible for their own water, trash, cable, internet, electric and telephone. Where applicable, the Property will cover the cost of stated utilities and bill Tenants back monthly. Also, Tenants must maintain utilities i.e. "electric, water, etc." at all times.
16. Tenants are responsible for maintaining the heat in the home during cold weather. Any damages to the plumbing due to lack of heat will be charged back to the Tenant. **Not applicable for Tenant owned homes.**
17. Tenants are not allowed to perform maintenance or repairs for any reason on rental homes. **Not applicable for Tenant owned homes.**
18. All service calls are to be handled by Management on rental properties. However, if a problem is due to Tenant misuse, neglect, or abuse the service call will be charged back to the Tenant. **Not applicable for Tenant owned homes.**
19. Tenants are responsible for maintaining batteries in the smoke detectors upon initial move-in.
20. Tenants are responsible for keeping A/C filters clean. If Management finds a filter to be dirty during random inspection, it will be changed, and the Tenants account will be fined \$25.00. **Not applicable for Tenant owned homes.**
21. There are no yard/garage sales of any kind allowed.
22. **NO PEDDLING, SOLICITING, OR ANY FORM OF COMMERCIAL ENTERPRISE WILL BE PERMITTED WITHOUT PROPER WRITTEN CONSENT.** No daycare or babysitting of any kind is permitted.
23. **KIDS UNDER THE AGE OF 12 MUST BE UNDER PARENTAL SUPERVISION AT ALL TIMES WHEN OUTSIDE THE DWELLING UNIT.** A warning will be provided to the primary Tenant before subject to fines.
24. Subletting of the home unit or space, or both, is not allowed under any circumstances without prior written approval from Management.
25. Guests shall be the responsibility of the Tenant whom the guest is visiting. Guests shall be subject to the same rules and regulations as Tenant.

Improvements

1. Location of home unit must be approved prior to tying down the unit. A plot will be prepared by Management to indicate location of the unit and various utilities. This plan will be maintained in the files and must be referred to before any subsequent digging is done on the lot. The resident will be held responsible for any damage to the underground utilities caused by digging.
2. Tongues and hitches must be removed and stored under the house.
3. Home units must be skirted, with manufactured skirting, within sixty (60) days after arrival.
4. To maintain consistency and high standards throughout the Community, any major improvements, modifications, or alterations to the home or lot must be requested on a Project Application Form. Examples would be swings, metal or wooden storage structures, porches, entry steps, decks, patio covers, fences, etc.
5. Exterior antennas of all kinds are controlled. Antennas more than ten feet (10') in height above the home are not allowed. No towers are allowed.
6. No sheds/storage buildings over 10'X12'X8' will be permitted. All materials used should be regulation on sheds; on carports it must be steel posts with either steel roofing or shingles; on decks and covers no fiberglass panels are permitted on the roof, only shingles or steel manufactured for awnings for deck roofs.

YARDS

1. **Tenants are required to maintain their own yards.** This includes mowing the ENTIRE yard as well as keeping grass trimmed around the house, fence, curb, water meter box, and air conditioning units.
2. It is the Tenant's responsibility to treat for all insects in their yard, homes, and around the A/C unit.
3. All yards are inspected weekly by Management. If your yard needs to be mowed or weedeated, the Tenant will receive a notice either by email or a notice on the door. If the Tenant does not comply with the notice by 8 AM the following business day, a fee will be charged back to the Tenant. If the property has a landscaping company that comes to upkeep lawns and your lawn is mowed by the company, you will be charged a mow fee at that time.

TRAMPOLINES

If you wish to have a trampoline you will need to have permission from the Management. You will also need to have the following:

1. A copy of Tenant's insurance in the amount of \$300,000.00 liability coverage for the trampoline and a copy of the policy will need to be provided via email to residents@owproperties.com. Lessor will not be responsible for any trampoline injuries.
2. It will need to be securely tied down, have a safety enclosure on the sides, and verified by an office employee that it is secure.

Lessee Initial(s): () ()

AUTOMOBILES

1. Speed limit within the Community is posted. The use of any street in the Community for racing or speeding on a motorcycle or any other vehicle will not be tolerated, and the offender will be required to move. Courtesy and safety make it imperative that this rule be adhered to.
2. **NO MAINTENANCE ON ANY VEHICLES ALLOWED.** There will be a \$100.00 fine if found working on your vehicle on **Property**. If necessary, maintenance is required to remove car, please check with the Community office.
3. In-operative vehicles will not be allowed and will be removed at the expense of the owner.
4. Tenants are not to store or keep any vehicles not listed on the lease.
5. Vehicles are not to park on street or grass.

PETS

1. **Not all Communities are pet friendly, check with the Manager!!**
2. Vicious dogs will NOT be allowed!!!
No Pit Bulls, Dobermans, German Shepherds or Rottweilers.
3. **NO FERRETS ALLOWED!**
4. THE HOME AT _____ is a Non Pet Home!
5. PETS CANNOT BE TIED TO PORCHES OR PATIOS AT ANYTIME
6. You must pick up after your pets. Not doing so will incur a \$20 fine per occurrence.

CHILDREN

1. Children are not permitted to play in the street, vacant lots, around mailboxes, bus stop, or the office area.
2. Children must always be supervised by a competent adult. Parents are responsible for their children's conduct at all times and failure to exercise adequate control of children will result in eviction.
3. Children under 18 years of age must be on own lot after dark unless supervised by an adult.

PERSONAL CONDUCT

1. Management shall make the sole determination as to the right to evict Tenants who cause a disturbance, become a nuisance, or fail to observe the rules and regulations.

Lessee Initial(s): (____) (____)

2. Radio, television, or stereos are to be turned down at all times as to not annoy other Tenants. Loud music or loud parties will not be permitted at any time.
3. No public intoxication will be tolerated.
4. Willful or careless destruction of or injury to trees, shrubs, equipment, or any other property in the Community will result in immediate eviction of offender. Payment in full of all damages done to the Property or to property of other Tenants will be required.
5. Tenants are responsible for the actions of their children and that of their guests.
6. There is to be no business conducted in or at any unit on the **Property**.

TENANT PROTECTIONS

1. MH Home Owner is entitled to a one-year renewable lease term unless there is good cause for non-renewal. "Good cause" includes: (1) violations of law by MH Home Owner, (2) an existing default in the payment of rent by MH Home Owner at the time of Lease renewal (subject to any applicable grace period and cure rights), and (3) serious or repeated violations of the material terms and conditions of its Lease by MH Home Owner.
 2. Applicable MHC Resident must receive at least 30-days' prior written notice of any increase in rent.
 3. Applicable MHC Resident is entitled to a 5-day grace period for the failure to timely pay rent and has the right to cure any default in the payment of rent within the cure period set forth in its Lease, if any. If no cure period for a default in the payment of rent exists in its Lease, then Applicable MHC Resident has the right to cure any default in the payment of rent within 10 days after the expiration of the 5-day grace period described above.
 4. MH Home Owner is entitled to sell its Manufactured Home to a buyer that qualifies as a new Tenant in the MH Community, without having to first relocate such Manufactured Home outside of the MH Community.
 5. MH Home Owner has the right to sell its Manufactured Home, in its existing location, within 30 days after eviction by Lessor, subject to Lessor's right to prevent a dangerous condition or any threat or risk of bodily harm to Tenants or visitors of the MH Community, and provided, further, that, nothing in this section prohibits Lessor from exercising any other right or remedy available against MH Home Owner under law.
 6. MH Home Owner has the right to (a) sublease, and (b) assign its Lease, for the unexpired term, to the new buyer or sublessee of the MH Home Owner's Manufactured Home, without any unreasonable restraint, as long as the prospective buyer or sublessee, as applicable, qualifies as a new Tenant within the MH Community (including satisfying Lessor's applicable credit and background checks and any requirements in the MH Community Rules and Regulations).
 7. MH Home Owner has the right to post "For Sale" signs that advertise the sale of its Manufactured Home, provided, that, such signs comply with the MH Community Rules and Regulations.
 8. Applicable MHC Resident has the right to receive at least 60 days' notice of any planned sale or closure of the MH Community.
- If any of the foregoing requirements violate applicable law (including if applicable law provides a more favorable protection to the Applicable MHC Residents), then such requirement(s) will be deemed automatically void and of no force or effect. The invalidity or unenforceability of such requirement(s) will

Lessee Initial(s): () ()

not affect the validity or enforceability of any other provision of the Lease, and all other provisions will remain in full force and effect.

B. Definitions: the following terms shall have the meanings set forth below and capitalized terms used but not defined in this Tenant Protections section of the Community Rules and Regulations shall have the meanings defined in the Lease.

1. "Applicable MHC Resident" means a MH Home Owner and any other renter of a Manufactured Home in the MH Community. For purposes of clarification, "Applicable MHC Resident" does not include (1) an owner or renter of a recreational vehicle (including a Community model home) located in the MH Community, and (2) a renter of a residential unit in a building located in the MH Community. "Applicable MHC Residents" means more than one Applicable MHC Resident.
2. "Manufactured Home" means a "manufactured home" as defined in the Manufactured Home Construction and Safety Standards Act of 1974 (42 U.S.C. Chapter 70; 24 C.F.R Part 3280), as amended (the "1974 Act") and (2) a manufactured home that was fabricated prior to the enactment of the 1974 Act, and any related fixtures and personal property, and "Manufactured Homes" means more than one Manufactured Home. For purposes of clarification, a "Manufactured Home" does not include any manufactured home that is classified as a recreational vehicle under applicable law (including a Community model home).
3. "MH Home Owner" means a Person (excluding Lessor, any Affiliate of Lessor, and any third party investor at the Community that rents its Manufactured Homes to Tenants) who owns a Manufactured Home located or to be located in the Community, and "MH Home Owners" means more than one MH Home Owner.

Notwithstanding anything to the contrary in the Lease or in any other document between Property and Lessee, the provisions of this Tenant Protections section of the Rules shall control and will govern and supersede all other provisions of the Lease.

Rules Part of the Lease

The Rules are believed by Lessor to be necessary for your good health, pleasure, and well-being. These Rules supersede all previous rules and regulations. **These Rules are a part of your lease. NOT observing the Rules are grounds for evictions.**

Signature Page Follows

Lessee Initial(s): (_____) (_____)

LESSEE: _____ have read and understand all rules and regulations set forth in COMMUNITY RULES AND REGULATIONS.

By signing below, you agree to abide by the Community Rules and Regulations and acknowledge receipt of this notice.

LESSEE SIGNATURE

PRINT NAME

LESSEE DATE

PROPERTY MANAGER SIGNATURE & DATE

Lessee Initial(s): (____) (____)

