

CONDITIONS OF SALE

The conditions of the present public sale, held this 22nd day of July 2026, are as follows:

1. **SELLER:** This sale is held on behalf of the Estate of Joseph B. Link, deceased (hereinafter referred to as "Seller"), the present owner of the Premises as hereinafter set forth, by Roberta L. Poteau, Executrix of the Estate of Joseph B. Link, deceased.
2. **PREMISES:** The certain *mobile home only* described as follows: 1995 REDMAN (year and make of vehicle), VIN #122228147, currently located at 106 Clearfield Court East, Township of Manor, County of Lancaster, Commonwealth of Pennsylvania and identified as Tax Account Number 410-98542-3-0356 (hereinafter referred to as the "Premises"), *The land which the mobile home is currently located on is NOT part of this sale.*
3. **PURCHASE AND DOWN PAYMENT:** The auctioneer shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the property being struck off to him (all references to Purchaser as contained herein being deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form), and he shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down a Deposit of Ten Percent (10%) of the purchase price bid (the "Down Payment") to the Seller as security for performance under the terms of this Agreement. The Downpayment shall be paid directly to the Seller and not held in an Escrow Account.
4. **REBIDDING:** If any dispute arises among bidders, the premises shall immediately be put up for renewal bidding by the auctioneer.
5. **TITLE:** The balance of the purchase money shall be paid at settlement, as hereinafter set forth, upon which payment the Seller shall convey to the Purchaser the Mobile Home title certificate for the Premises, free and clear of liens and encumbrances except as noted in these conditions, but subject to any existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments of cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways, and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises. In addition, to the extent the same is in full force and effect, the conveyance of the Premises shall be under and subject to matters of record. Seller may extend the settlement date for up to thirty (30) days by providing written notice to the Purchaser.

6. SETTLEMENT: Settlement shall be held at the office of George H. Eager, Esquire, 1576 Lititz Pike, Lancaster, Pennsylvania 17601, or at such other place as Purchaser may elect, on or before, September 4, 2026, which time shall be of the essence of this Agreement. Possession shall be given to Purchaser at settlement at a vehicular notary to transfer title.
7. FORMAL TENDER: Formal tender of purchase money is waived.
8. COSTS:
 - a. Acknowledgments shall be paid by **Seller**.
 - b. All required transfer tax and sales tax shall be paid by **Purchaser**.
 - c. Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal/calendar year basis as applicable.
 - d. Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.
 - e. The cost of any title search at regular rates, certification of title, examination of title, and title company services, shall be paid by the **Purchaser**.
9. FINANCING: This sale of mobile home shall **not** be contingent upon the Purchaser's ability to obtain financing for the purchase of these Premises, nor shall it be contingent upon the sale of any other real estate owned by the Purchaser.
10. SURVEY: Any survey, if desired or required by Purchaser, shall be made at Purchaser's expense.
11. EMINENT DOMAIN AND EASEMENTS: The Seller represents that there are no pending and unsettled eminent domain proceedings, no appropriations by the filing of the State Highway plans in the Recorder's Office, and no noncompliance orders from any governmental authority to do work or correct conditions affecting the Premises of which the Seller has knowledge; that no part of the property, except any part within utility reserve strips in developments or within legal limits of highways, is, or at settlement will be, subject to any easement for underground electric or telephone cable or sewer, gas, or water pipe serving other than this property, any petroleum products pipeline or public storm sewer, or any other easement, except such easements as may appear of record or which are noted in these conditions.
12. CONDITION OF PROPERTY AND FIXTURES: At settlement, the property and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for (a) ordinary reasonable wear and tear, (b) damage of any

kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, (c) damage which occurs after possession has been given to the Purchaser, or (d) any taking by eminent domain. By execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises, and that the Premises is being sold unto Purchaser "AS IS", with no guarantee or warranty regarding the condition of the Premises, including the electrical system, heating system, plumbing, water system, sewer system or any portion thereof. In the event any repair or improvement to, or any inspection or testing of the Premises is desired or required by the Purchaser, or by any lender loaning money unto Purchaser for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing, shall be payable solely by the Purchaser. The Purchaser's Agreement shall not be conditioned upon any such inspection or testing, or any specific results from such inspection or testing.

13. REAL ESTATE SELLER DISCLOSURE ACT:

- a. The Purchaser acknowledges that a completed form of Real Estate Seller Disclosure has been provided.
- b. X NO REPRESENTATION OR WARRANTIES BY THE SELLER. As the real estate transaction, which is the subject of this Agreement, involves the transfer by a fiduciary in the course of the administration of a decedent's estate, the Buyer hereby expressly acknowledges that this Agreement is not subject to the Pennsylvania Real Estate Seller Disclosure Law (68 Pa.C.S. §7301 et seq.) and, accordingly, the Buyer hereby expressly acknowledges that a Seller's Property Disclosure Statement will not be executed and delivered by Seller to Buyer prior to Closing. Therefore, it is hereby understood between the parties hereto that the Property is being purchased in its present condition, "As Is", and not as a result of any representations made by the Seller or any selling or other agent of the Seller. Accordingly, the Seller makes no representation or warranty to the Buyer, express or implied, that the Property is free from existing violations, orders, claims, citations penalty assessments, orders, investigations or proceedings under any housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or the certificate(s) of occupancy issued for the Property.

14. LEAD BASE PAINT DISCLOSURE; WAIVER OF RISK AND ASSESSMENT:

Every Purchaser or any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the Purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-

based paint hazards is recommended prior to purchase.

Seller has no knowledge concerning the existence or nonexistence of lead-based paint and/or lead-based paint hazards in or about the Premises. Purchaser agrees to take the property in an "AS IS" condition with regard to lead-based paint and/or lead-based paint hazards; and further Purchaser hereby releases, quit claims and forever discharges Seller, Seller's Agents, Subagents, Attorneys, or any one of them, and any other Person, Firm or Corporation, who may be liable through them, from any and all claims, losses or demands, including personal injuries, and all consequences thereof, where now known or not, which may arise from the presence of lead-based paint and/or lead-based paint hazards in any building on any property.

15. WATER: The Premises obtains water from a **PUBLIC WATER**.
16. SEWER: The Premises is serviced by a **PUBLIC SEWER**.
17. ZONING: The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof.
18. ENVIRONMENTAL REQUIREMENTS: Seller has no knowledge that the Premises contains any hazardous or toxic substances, which would require remediation, but has made no independent investigation to that effect. Therefore, Seller makes no representation or warranty to Purchaser, express or implied, as to the condition of the Premises as to environmental matters. Seller has not conducted any investigations and has no actual knowledge of any environmental hazards, including by not limited to radon, asbestos, and urea formaldehyde insulation.
19. DISBURSEMENT FEE: Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.
20. INCLUSIONS WITH PREMISES: The following items of personal property currently located within or around the Mobile Home, to the extent owned by Seller, are included in the definition of the Property to be sold hereunder, whether or not affixed to the Mobile Home, all at no additional cost to Purchaser:

21. EXCLUSIONS FROM PREMISES: The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:
REAL ESTATE LAND NOT PART OF SALE.
22. FIRE INSURANCE: Seller will continue in force the present insurance coverage upon the Premises until delivery of title or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller or any

mortgagee or other loss payee therefor. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

23. RADON DISCLOSURE: Radon is a radioactive gas produced naturally in the ground by normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters, or Radon Progeny. Several Radon daughters emit an alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon daughters is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground, and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon daughters exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or daughters are present. Purchaser waives this right and agrees to accept the property AS IS, with no certification from Seller. Purchaser releases, quit-claims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. Seller has no knowledge concerning the presence or absence of Radon.
24. PURCHASERS' DEFAULT: In case of noncompliance by the Purchaser with any term of these conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:
- a. To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the property is resold; and/or
 - b. To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for or toward payment of such loss.
25. SELLER'S DEFAULT: If Seller is unable to give title as provided in Paragraph 5, Purchaser may elect either (a) to take such title as Seller can give, or (b) to require Seller to return to Purchaser all payments including any note(s) theretofore made to Seller on account of the purchase price, and to reimburse Purchaser for all costs of searching title, appraisals, inspections, and preparation of mortgage and other settlement papers which Purchaser reasonably may have

incurred, upon which return and payment all further obligation of this agreement on both Seller and Purchaser shall terminate.

26. SUMMARY OF CONDITIONS: The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises, and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for sale of the Premises.
27. PARTIES BOUND: These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.
28. INTENT: This Agreement represents the whole Agreement between the parties, and any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are hereby superseded by this Agreement.
29. TIME OF THE ESSENCE: The said time for settlement and all other times or obligations under these Conditions of Sale are hereby agreed to be of the essence of this Agreement and Conditions of Sale.
30. 1031 EXCHANGE. Either party may participate in a 1031 Exchange at their own expense, provided that it does not pose any risk or additional expense to the other party.
31. REJECTION OF BIDS: Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from sale, and/or to adjourn to sale to a future date or dates.
32. USE AND OCCUPANCY: Purchaser is responsible to obtain and pay for the costs or any desired or required use and occupancy permit and any inspections or certifications required by a governing authority to occupy or settle on the Premises.
33. OFFSITE BIDDING. Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions to-wit:
 - a. Online bidders must register on HiBid.com in advance of the auction.
 - b. Successful bidders (telephone or online) must contact Smoker Gard Associates LLP within twenty-four (24) hours after the conclusion of the auction to arrange a time to drop off deposit check and fully executed

Conditions of Sale and Seller's Disclosure at the office of George H. Eager, Esquire, 1576 Lititz Pike, Lancaster, PA 17601, or at such other place determined by Purchaser and Attorney.

- c. Failure to contact George H. Eager, Esquire within twenty-four (24) hours OR appear at the duly arranged time and place to submit the deposit check and fully-executed documents may, at the election of the seller, render this contract null and void and seller shall be authorized to enter into a contract with any third party.
 - d. Prospective bidders accept all terms herein.
34. ASSOCIATION APPROVAL OF BUYER. The Closing of this Agreement is contingent upon Pheasant Ridge ("Association") approving Buyer as a new Member of the Association. If the Association does not approve Buyer, then these Conditions shall terminate, the Deposit shall be returned to Purchaser, and the parties shall have no further obligations to each other.
35. OTHER CONDITIONS OF CLOSING. The Closing of this Agreement is also conditioned upon any other conditions contained in Pheasant Ridge Community Rules which is attached hereto and made a part hereof as Exhibit "A".

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.

Estate of Joseph B. Link, deceased:

By: **Roberta L. Poteau**, Executrix
Address: 347 Valleybrook Drive
Lancaster, PA 17601

PURCHASER'S AGREEMENT

The undersigned, as Purchaser, intending to be legally bound hereby agrees to purchase the Premises mentioned in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of _____ Dollars (\$_____). In the event that possession of the Premises is given to Purchaser before payment of the purchase price, and in the event that Purchaser shall fail to make payment when due, Purchaser authorizes any attorney to appear for Purchaser in any court and, to the extent and under the conditions, if any, then permitted or prescribed by law, CONFESS JUDGMENT IN EJECTMENT against Purchaser, or any of them, in favor of the Seller, for possession of the Premises, and direct the issuance of a Writ of Possession with clause or Writ of Execution for costs, hereby waiving all irregularities, notice, leave or court, present or future exemption laws, and right of appeal.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocable authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of ten percent (10%) per annum, and together with a collection fee equal to ten percent (10%) of the amount then due, but in no event less than Two Thousand Five Hundred and 00/100 (\$2,500.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisal, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchaser has executed this Agreement this ____ day of _____, 2026.

PURCHASER:

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

Address: _____

Phone: _____

RECEIPT

The undersigned acknowledges receipt from Purchaser on behalf of Seller of the sum of _____ of the purchase price for the Premises, as a Down Payment for the purchase of the Premises upon Closing.

Signature

Printed Name

Date

EXHIBIT “A”
(Pheasant Ridge Community Rule)

Pheasant Ridge Community Rules

Welcome! Thank you for joining our community of satisfied Residents. We are committed to providing our Residents pleasant surroundings within a well-governed, peaceful and attractive Manufactured Home Community.

The Community Rules and Regulations have been created to provide our Residents with a written statement of our Community standards and procedures. Please read the Rules and Regulations carefully. If you do not understand a particular rule, please ask your community manager to explain it to you.

MANAGEMENT APPROVAL

All prospective residents must complete a RENTAL APPLICATION. Management has the right to reject a prospective resident for any reason not prohibited by law. If a prospective resident provides false or misleading statements in the Rental Application, Management will not approve the residency.

OWNER OF RECORD

Resident warrants and represents that he is the owner of the manufactured home and that his name appears on the Certificate of Title. All homes located in the community must be titled by the State of Pennsylvania and a copy of such title must be provided to Management.

RESIDENCY

Maximum occupancy within a manufactured home in the community shall be as follows: Two (2) persons per bedroom. Any person residing within a home for more than thirty (30) days will be considered a permanent occupant and must be registered with Management.

ACKNOWLEDGEMENT OF COMMUNITY RULES AND REGULATIONS

Prior to admission to this community, each Resident must sign and acknowledge that he has received and read a copy of the Community Rules and Regulations as set forth herein and any amendments thereto. All terms and conditions of the Lease Agreement are specifically incorporated herein and residents, whether they have accepted or declined to sign the written lease, must comply with such terms and conditions as well as with these Rules and Regulations. Residents agree that they, as well as all other occupants residing in their home and all their guests, will abide by the Community Rules and Regulations and all state, county, and city/township laws and ordinances. Failure to comply with the Rules and Regulations or other laws may result in the termination of tenancy as provided by law.

AMENDMENTS

From time to time, rules and regulations may be changed or additional rules may be added. Prior to the implementation of a new or amended rule or regulation, a thirty (30) day written notice of the proposed change will be forwarded to Resident and a copy thereof posted in a conspicuous location within the community. New or amended rules or regulations will be effective thirty (30) days after delivery and posting. Any new or amended rules or regulations will be considered a part of the Rules and Regulations and will be enforced accordingly.

ENFORCEMENT OF RULES AND REGULATIONS

Every effort will be made by Management to ensure that the Rules and Regulations are enforced and that the quiet enjoyment and comfort of all Residents is not disturbed. Ignorance of a Rule or Regulation cannot be accepted as an excuse.

NOTICE OF RULE VIOLATION

Residents who violate a rule or regulation will be contacted by Management by issuance of a Rule Reminder, or a Notice of First Violation of the Rules. If a Notice of First Violation of the Rules is issued and a second violation either of the same kind or another is committed within six (6) months of the original date of the first violation, this may lead to eviction proceedings. Please note that compliance with the Rules and Regulations is absolutely essential to provide you and your neighbors pleasant and peaceful surroundings.

PAYMENT OF RENT/FAILURE TO PAY RENT

Rents are to be paid monthly. Rental payments may be mailed, paid in person or placed in the rent drop box located by the front door to the community office. Rent is due on the first day of each month and must be paid on or before the fifth day of the month. Payment of rent may be made by personal check, money order, cashiers check or certified check. For safety purposes cash will not be accepted. A late/liquidated damage charge of \$55.00 will be assessed to all Residents whose rent is not received by Management on or before the fifth day of the month. If payment is not received by the twentieth of the month, a second late fee of \$30 shall apply. Additionally, a charge of \$50.00 will be assessed to any resident whose personal check is not honored for any reason. And furthermore shall be deemed to be rent and shall be collectable as rent. Thereafter, the Resident must make rental payments by money order, cashiers check or certified check for a period of six months. At the expiration of the six month period, if the resident has paid all rent and other charges on a timely basis during that period, management will once again accept the payment of rent by personal check.

In the event Resident fails to pay rent or other charges before the fifth day of the month, pursuant to the Mobile Home Park Rights Act 398.4(2)(i), management will issue a notice that states that an eviction proceeding may be commenced if the Resident does not pay the overdue rent within 20 days from the date of service if the notice is given on or after April 1 and before September 1, and 30 days if given on or after September 1 and before April 1 or an additional nonpayment of rent occurring within six (6) months of giving of the notice may result in immediate eviction proceedings. If management thereafter institutes legal action against Resident based on the default in the payment of rent, the payment of rent then due will only be accepted by money order, cashiers check or certified check. Additionally, Resident shall reimburse management for the expenses incurred by management as provided by law.

MANUFACTURED HOME INSTALLATION STANDARDS

All manufactured homes brought into the community are to be installed in accordance with the rules and standards set forth in the general rules developed by the Pennsylvania Department of Community and Economic Development Manufactured Housing Office, and in accordance with the Manufacturers' approved design.

Notice to residents: For your safety and welfare, rules regarding the installation of manufactured homes have been implemented by the Pennsylvania Department of Community and Economic Development Manufactured Housing Office. Additionally, the manufacturer of your home should provide written instructions specifically created for the installation of your manufactured home. Therefore, you should make sure your home is installed by a licensed manufactured home installer who is familiar with the installation requirements, including, but not limited to placement, blocking and utility (gas, water, and electric) hookups. It is also required that each home have a fire extinguisher and a smoke detector.

In addition to the above, the community installation requirements and standards are as follows:

- A. Each manufactured home site shall be numbered and clearly marked for positive identification. Each number shall be easily readable from the street servicing the site.
- B. Approved skirting is required and must completely enclose the space beneath the home. Skirting is to be properly ventilated and access panels of sufficient size, in the utility hookup areas, are to be in place. Materials and color are to match or attractively accent the exterior of your home. Residents shall skirt their home within forty-five (45) days of its placement on the site. The area under the home is to be kept clean and no combustible material, debris or any other storage is to be present.
- C. No steps are allowed to directly lead up to any entry way to the manufactured home. Instead, only a deck made of pressure treated wood may do so. Proper handrail(s) must be attached. This deck must be maintained in a safe and attractive manner. Off-side entry doors are not to be used as a primary entrance. Only a deck made of pressure treated wood may lead up to the off-side entry way as well.
- D. All porches and decks must be constructed of pressure treated wood and all exposed sides are to be skirted. Proper handrails must be installed on all exposed sides. Awnings and additions are to be of approved materials. All are to be maintained in good condition. Prior to installing a porch, deck, awning or addition, the Resident must first obtain written approval of Management.
- E. Utility connections of electrical, water, sewer and gas in the home are the sole responsibility of the Resident. All utility hookups shall be made in compliance with the Pennsylvania Department of Community and Economic Development Manufactured Housing Office, the manufacturer's written instructions, and any applicable local codes.
- F. Central air conditioner compressors must be placed on a cement or other approved slab on the side or rear of the homesite. Window air conditioning units must be securely braced to the home and cannot be supported by any extensions to the ground. All air conditioning units must be attractively maintained.
- G. Hitches must be removed from the home upon installation and stored beneath the home. If hitches have not been removed from the homes currently located in the community, Residents must attractively maintain the hitch and the area surrounding the hitch. Upon an on-site resale of the home, Resident must remove the hitch or enclose it with approved skirting material.
- H. Axles are not to be removed from the home. The manufactured home frame must be placed as close to the ground as possible.

- I. Telephone and T.V. cable lines are to be buried under ground during installation by the appropriate company. Residents are responsible for confirming that this is done. The connection line to the home must be installed either under the home or under the siding.
- J. In order to maintain an attractive community, Residents are strongly urged to rely on indoor broadcast antennas and cable broadcast or master centralized broadcast antennas, which may be provided by management, as opposed to installing outdoor reception devices. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed in a manner that complies with all applicable codes, city and state laws and regulations and manufacturer instructions. Outdoor reception devices must be installed on Resident's home or on the ground of Resident's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access property located within the community. Outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than 12 feet above a roofline without prior written approval of Management due to safety concerns posed by winds and the risk of falling reception devices and masts. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance or use of the reception device. A policy of liability insurance covering such injury or damage must be maintained by Resident and proof of such insurance must be provided to Management. Upon the removal of the outdoor reception device or the termination of Resident's tenancy, Resident must restore the homesite to its original condition. If Resident violates any of the above rules, Management may bring an action before the FCC or any court of competent jurisdiction for declaratory relief and Management may recover from Resident a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, Residents are advised that changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices in the future.
- K. Resident shall be solely responsible for any damage to community property or that of other residents resulting from the installation of the manufactured home.
- L. Fences may not be installed around or upon the home site. However, a decorative split rail fence in limited locations is permissible with management approval.

IMPROVEMENTS AND ALTERATIONS

- A. Residents shall make no alterations to the exterior of the manufactured home or to the leased site without first obtaining the written permission of management. Residents must provide management with a sketch, to scale, of the appearance or location of the proposed improvement or alteration (i.e. porch, deck, carport, shed, awning, cement pad or other home additions).
- B. Resident is responsible for contacting utility companies to verify the location of any underground utilities and the sketch of the purposed alteration is to clearly and accurately indicate the location of such buried utility lines.
- C. Resident is responsible for obtaining any required building permits. Residents who make improvements or alterations without first obtaining required building permits and/or the written approval of Management may be required, by Management, to remove the improvements or alterations.
- D. All improvements and alterations are to be performed by a licensed contractor unless the improvements or alterations are performed by the resident.
- E. All improvements, alterations, anchoring equipment and utility hookups, with the exception of concrete pads, shall remain the property of the resident.
- F. Residents may, after supplying management with the details and obtaining written approval, plant trees and shrubs for their manufactured home site. Management reserves the right to reject certain species of trees or shrubs as unsuitable for planting on a home site.

HOME AND HOME-SITE MAINTENANCE

- A. Resident shall maintain the home and site in a clean attractive fashion at Resident's own expense at all times. Failure to maintain the physical condition or appearance of the manufactured home or manufactured home site or improvements is just cause for termination of tenancy.
- B. All windows and doors are to be in good condition. Broken windows are to be repaired immediately. No plastic is to be used for replacement. Window blinds or window curtains are to be installed. No sheets, towels, etc. are to be used as curtains.
- C. Lawns are to be mowed, raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. In the event a resident fails to maintain the home site as required, a Notice of Rule Violation, requesting the Resident to perform the maintenance by a certain date, will be issued. If the violation is not corrected as requested, management has the right to enter upon the site and perform any and all necessary maintenance as permitted by law. The charges incurred as a result of such maintenance shall be deemed to be rent and collectible as rent. The charges for such work shall be as follows:
 1. Trimming site: (per occasion) \$ 15.00
 2. Mowing and trimming site: (per occasion) \$ 35.00
 3. All other repairs and maintenance work resulting from residents failure to maintain premises in good repair: (per hour, each occasion) \$25.00
 There shall be a one hour minimum if management provides any of the services outlined herein.
- D. Only umbrella type clotheslines are permitted to hang laundry. Residents are only allowed to use this type of clothesline during daylight hours. In the evening, the clothesline must be stored away.

ON-SITE RESALE OF HOME

The right to occupy a home on the leased site is not unconditionally transferable with the sale or transfer of title to the manufactured home. To ensure that the purchaser(s) of your home, should you decide to sell it, will be permitted to keep and occupy the home on the leased site, the following criteria must be met:

- A. The exterior physical appearance and condition of the manufactured home and leased site must be in good condition (windows, exterior siding, sheds, lawns, etc.). Therefore, prior to listing the home for sale, you are required to have the management inspect the exterior of your home and leased site to ensure that they are in compliance with the community standards. The fee for the inspection is Twenty and no/100 Dollars (\$20.00) which must be paid prior to the inspection. The inspection is valid for one year. If your home is not sold within that period, a supplemental inspection, at no charge, is required. All items that need repair or correction must be completed, weather permitting, prior to management's final authorization of resale.
- B. One 18" x 12" For Sale sign may be placed inside the front window of the home, but only after the inspection fee has been paid and full repairs and corrections have been completed.
- C. If the home is to remain on the leased site, the buyer must meet with the community management, apply for and be approved for residency PRIOR to the closing on the sale of the home. If the purchaser of a home occupies the home without first having obtained Management approval for residency, the purchaser will be deemed to be a trespasser and may be evicted from the community. The Resident will remain responsible for all rent and other charges which may accrue, regardless of whether the Resident continues to occupy the home.
- D. Any improvements, alterations or additions to the manufactured home and/or home site which are to remain on the home or home site following the onsite sale of the home, with the exception of concrete pads, must be sold and ownership transferred to the purchaser upon the sale of the home. It shall be the responsibility of the purchaser to have any anchoring systems inspected by a licensed installer to ensure that they have been properly installed, activated and maintained.

REMOVAL OF HOME

- A. Resident, if a month to month tenant, must provide OF Management with thirty (30) days written notice of intent to remove the home from the leased site. If the tenancy is pursuant to a written lease and Resident intends to remove the home upon the expiration of the lease, Resident must, at least thirty (30) days prior to the expiration of the lease, provide Management with written notice of intent to remove the home. The removal of a home by Resident prior to the expiration of the lease term may result in the Resident's continued liability for rent until the expiration of the lease term or until Management is able to lease the home site, whichever occurs first. Forms for notifying Management of Resident's intention to remove the home are available in the community office. All rents and all applicable charges due by resident to management must be paid in full prior to the removal of the home from the leased site. Failure to provide a timely written notice will result in Resident's continuing liability for payment of rent for a thirty (30) day period commencing with the date Management actually receives written notice of Resident's intention to vacate or if the home is removed without any prior written notice, then Resident shall remain liable for rent for a thirty (30) day period commencing with the date the home is actually removed from the community.
- B. The leased site must be left in a clean and neat condition. Any improvements or installations placed on the leased site including, but not limited to, decks, sheds, porches, tie-downs, anchoring systems, awnings, carports, etc. , must be removed from the leased site. These items do not become fixtures or property of the community. Only concrete slabs, piers, trees and shrubs may remain on the site following the removal of a home.
- C. Any expenses incurred by Management in restoring the site to its original condition, such as the cost of removing items, including, but not limited to, trash, sheds, anchoring systems and tie-downs, will be charged to the Resident.
- D. Resident shall be solely responsible for any damages to community property or that of other residents resulting from removal of the manufactured home from the community.
- E. Management assumes no responsibility in the event that a dealer, bank or other secured party removes Resident's manufactured home from the community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

STORAGE SHED

Each home must have a storage shed erected and completed within 60 days after occupancy (One shed per homesite). Resident is required to obtain written approval, as it pertains to materials and location, from Management before installing or altering the current structure in accordance to local, county, or state building code. Shed size may not exceed 10 feet x 12 feet and 8 feet in height. Sheds are to be leveled with concrete blocks or pressure treated wood. Shed color is to match or attractively accent the manufactured home. Sheds are to be kept in good repair at all times. It is recommended that sheds be anchored in case of high winds. All toys, bicycles, tricycles, lawn care equipment, folding lawn chairs, garden tools, ladders, etc., must be stored in a shed when not in use.

TREE MAINTENANCE/REMOVAL

- A. Trees are considered permanently attached to the property and, therefore, become the property of the Community.
- B. Normal maintenance and trimming of trees on resident's lots is the responsibility of the resident.
- C. If a resident has reason to believe that a tree limb presents a dangerous condition within the community, they are to request the tree limb be removed by the community maintenance staff. This request is to be put in writing at the management office on-site. Community management will make the decision whether or not the limb will be removed at its sole discretion.
- D. Trees will not be removed from the premises unless they are considered dangerous or diseased beyond saving. This decision will be at the sole discretion of the community management. A resident may request that a tree be removed in writing at the on-site management office and in the event that the on-site management determines that the tree is to be removed, they must also obtain written authorization from the corporate offices of the Community.

PATIO/LAWN FURNITURE

Residents shall maintain all outdoor furniture in a safe and attractive condition. Fold-down furniture is to be stored when not in use.

FIREWOOD STORAGE

Firewood is to be stored in between the home and the shed in an attractive manner at least 12" off the ground. Firewood storage is limited in size to a pile 2' wide x 8' long x 4' high.

OUTDOOR FIRE PIT, OPEN BURNING, CAMPFIRE, FIREPLACES

Local Townships, Cities, and Fire Departments will govern the rule pertaining to the use of outdoor recreational fireplaces within manufactured housing communities. Therefore, it is the responsibility of each homeowner to obtain approval for the use of this type of outdoor equipment from your local Township, City, or Fire Department.

We do not allow uncontrolled campfires, fire rings, and any other type of burning that will emit ashes, sparks, etc. into the air. After use, all fires must be fully extinguished with no smoldering or lingering smoke in the air.

The only equipment that can be used on a site are the approved fire pits, chimneys, etc., sold to consumers that have spark arresting lids, the firewood is contained with screen meshing, etc.

TRASH REMOVAL

Trash bags or containers are not to be left outside the home unless they can be placed within a shed or garage or otherwise completely out of site with the sole exception being the day the trash service is to collect the trash. Trash is removed from the community on designated days. Residents are responsible for placing their trash at the proper pick up location. All trash containers must be placed within a shed or garage or at the rear of the home by the end of the day on trash pick up day. Residents may be responsible for arranging for the removal of large, bulky, heavy items at their own expense. Resident should see Management for details. In the event Management must remove Resident's trash of any kind, Management reserves the right to charge the Resident additional fees for such removal.

HOME SITE SNOW REMOVAL

Home site snow removal is the responsibility of the Resident. Snow and ice are to be removed from all driveways, side walks, parking areas, steps and patios on the home site.

WINTERIZING HOME

Any winterizing of homes (such as plastic being used for storm windows, insulating and skirting, etc.) must be on the interior of the home. There will be no temporary exterior attachments of any nature. A water supply protection device, such as heat tape, UL or similarly listed, shall be installed at the time the home is installed on site and be replaced when necessary to prevent the freezing of service lines, valves and riser pipes.

AUTOMOBILES

- A. Residents shall park only in the space(s) provided by Management. Parking of vehicles is not allowed on vacant sites, fire lanes, lawns or patios. Residents shall not double park on any space. Residents shall not use visitor parking spaces for personal use. Residents are allowed to park their vehicle in the overflow parking area located below the Clubhouse. However, Management is not responsible in any way for these vehicles.
- B. All vehicles are to be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within the community is not allowed.
- C. Routine maintenance or minor repairs on vehicles may be carried out at the site, i.e., change spark plugs, replace fan belts, or repair a flat tire. Other repair or maintenance projects such as repairing or replacing an exhaust system, oil change, or rebuilding an engine are not permitted. Any vehicle dripping oil or gasoline must be repaired immediately. These spills must be cleaned up by Resident, or Management will do so and charge the Resident. Auto may not be placed on jacks, blocks or any other device on the homesite.
- D. No vehicle with a load capacity in excess of one (1) ton shall be kept, stored or placed within the community, except while making regular deliveries.
- E. All vehicles operating within the community must abide by the posted (15 M.P.H.) speed limit and traffic signs.
- F. As permitted by law, Management reserves the right to remove vehicles parked in violation of these Rules and Regulations, and further reserves the right to remove inoperable vehicles or vehicles without current license plates. All costs incurred thereto shall be paid by Resident.

MOTORCYCLES

Motorcycles are allowed to operate only for transportation in and out of the community. Joy riding within the community is not allowed. Motorcycles are to be parked in Resident's assigned parking space or they may be stored in Resident's shed. Parking elsewhere is prohibited.

RECREATIONAL VEHICLES/UTILITY TRAILERS

The operation of trail bikes, minibikes, snowmobiles, off-road vehicles, go-carts, all terrain vehicles, utility trailers, and other vehicles of this nature is not allowed within the community. Such vehicles may only be stored at the Resident's homesite if such vehicle can be stored within a shed or garage. Transportation to and from the homesite is to be by trailer only. The storage of boats, campers, motorhomes, and other forms of recreational vehicles upon the homesite or in the street or other location in the community is strictly prohibited. Recreation vehicles may be loaded and unloaded in your driveway, no longer than overnight. No persons may sleep or live in any type of recreational vehicle. No form of recreational vehicle may be attached to any utility connection.

CONDUCT

It is requested that all Residents respect the rights of others to enjoy the quiet and peaceful use of the community. Excessively loud talking, abusive language, shouting, radio, television, stereos, and other disturbing noises are not permitted within the community. Interference with the quiet enjoyment of other Residents of the community is considered a violation of the rules and appropriate action will be taken by the community.

CURFEW

Anyone under 18 must be off the streets and indoors per the local curfew ordinance.

RECREATIONAL AND PLAYGROUND EQUIPMENT

Management does not allow wading pools or sandboxes at the home site. Management may provide playground equipment for the Residents within the community. Parents and legal guardians are to stress safety and supervision. No permanent play structures including, but not limited to, swing sets or trampolines are allowed on or upon the homesite. In addition, all basketball goals/ posts and other sporting equipment must be portable and must be stored in a shed or against the back of the home and not visible from the street when not in use.

PERSONAL AND FIRE SAFETY

Management is concerned with you and your family's wellbeing. Our rules and Regulations are the means of providing a happy and safe living environment. Adherence to the following guidelines are very important:

- A. All Residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, the homesite and surrounding community. Please note that you are responsible for the actions of your children and guests, as provided by law.
- B. Please take extra care when around any body of water (pond, creek, reservoir, etc.) within the community.
- C. All home sites are to be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn mowers, etc., under your home.

- D. It is the responsibility of the Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the community.
- E. Traffic signs of all types must be obeyed.
- F. Actions which interfere with the health, safety, or welfare of the community, its employees, or Residents, is considered a violation of the rules and appropriate action will be taken by the community.
- G. Resident should furnish Management with the name, address, and telephone number of a person to be notified in case of an emergency.

LOSS AND LIABILITY

It is recommended that each manufactured home owner procure a manufactured home comprehensive form insurance policy insuring a home against loss or damage. It is also recommended that Resident include liability coverage for personal injuries which may occur on the home site or within the manufactured home.

DISCLAIMER

Management disclaims responsibility for accident or injuries to Residents their family members or guests which may occur within this community except for Management's failure to perform a duty or negligent performance of a duty imposed by law. Furthermore, damaged or lost property resulting from fire, theft, wind, floods, or any other act of God which is beyond the control of Management is also specifically disclaimed except for Landlord's failure to perform a duty or negligent performance of a duty imposed by law.

PETS

COMMUNITY PET AND SERVICE ANIMAL RULES Residents may have two* (2) registered "domesticated" pets per household with Management's approval. All pets are subject to a standard monthly pet fee. Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of privileges and/or eviction.

- A. Where required, a current rabies tag must be worn by the pet.
- B. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to lunging, growling, biting and/or barking at Residents or other pets.
- C. Residents are required to clean up their pet's defecation on their site and while walking their pet.
- D. When outside, all pets must be kept on a hand-held leash.
- E. Pets may not be tied up and left outdoors.
- F. Management may require removal of pets that cause excessive noise or disturb other Residents.
- G. Management reserves the right to exclude dogs of certain breeds including, but not limited to those commonly referred to as Doberman, Rottweiler and Pit Bull (including Staffordshire Terriers, Staffordshire Bull Terriers, and American Pit Bull Terriers), as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.
- H. "Beware of Dog" signs are not permitted.
- I. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.
- J. Management adheres to all Fair Housing Requirements regarding Assistance Animals. Please contact Management prior to bringing any Assistance Animal into the community.
- K. Residents shall be responsible for ensuring that the pet does not damage property (including sod, landscaping, Management's property and property of others) and Residents shall be solely responsible in the event of any such damage and agrees to pay all costs involved for restoration or replacement of damaged property. All costs incurred shall be considered additional rent. Residents agree to indemnify and hold harmless, and defend Management together with its Residents, invitees, agents, contractors and employees, owners, affiliates and managers, against all liability, judgments, expenses (including reasonable attorney fees), and claims by third parties, for any injury to any person or to property caused by the Pet.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

* If you are a current tenant of Sun Homes leasing a home, please see your Lease for any additional restrictions.

ADVERTISING, SOLICITING AND COMMERCIAL BUSINESS

Advertising, soliciting or delivering handbills is not permitted. Management reserves the right to communicate with Residents through distribution of written materials from time to time. No commercial enterprise or business that violates any local, county, or state zoning ordinances may be conducted in the community.

RIGHT OF ENTRY

Management shall have the right to enter onto the home site to inspect, repair, or make alterations or additions to the premises or the utilities situated on the leased site, or for the purpose of protecting the community. Management may enter upon the home site at all reasonable times, but not in such a manner or at such time as to interfere unreasonably with the Resident's quiet enjoyment. Management shall have no right to enter a manufactured home, unless the Resident's prior written consent has been obtained or, if such written consent is not obtained, to prevent imminent danger to the occupant(s) of the manufactured home, to other residents of the community or to the community.

UTILITY CHARGES AND WATER USAGE

The RESIDENT shall pay all charges made against the premises for gas, heat, electricity and water during the continuance of their Lease as the same shall become due. Such charges shall be based upon meter readings. Charges for water are to be paid to Landlord, will be deemed to be rent and collectible as rent.

If necessary to maintain proper water pressure during summer months, Management reserves the right to limit the watering of lawns between June 1 and September 30 of each year. Management has the ability to change this based on seasons and climate conditions. Resident's with home site numbers ending in an odd number (1-3-5-7-9) may water their lawns on odd number calendar days; home sites ending with even numbers (2-4-6-8-0) may water on the even numbered calendar days. Please do not leave the sprinklers on for an excessive period of time, as waste increases cost.

KEYS

In the event that Management provides keys to Residents, for any reason, a twenty-five (\$25.00) dollar charge will be assessed for each and any lost key.

CLUBHOUSE AND RECREATIONAL FACILITIES

The clubhouse, its facilities and the pool may be made available to Residents and their guests only. Reservations for private parties and gatherings should be made in advance and will be accepted providing there are no other reservations with deposits. A deposit is required prior to use and it will be returned once Management has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to do so may lead to the forfeiture of any deposit. The Resident is financially, legally and otherwise responsible for any and all other expenses related to repair of any damage. Use of the facility is not to disturb the peace and quiet of the community. Alcoholic beverages are not permitted within or outside of the clubhouse or on any common grounds area. The use of all recreational facilities within this Community are for Residents only. All guests must be accompanied by a Resident when using recreational facilities. It is the responsibility of the Resident to ensure that their guest(s) observes all applicable Rules and Regulations. Rules of conduct and hours of operation for all facilities and the pool are available at the community office and are clearly posted at each respective location.

SWIMMING POOL

The swimming pool is for exclusive use of Resident's and accompanied guests. The swimming pool rules and regulations are posted at the pool. For your personal safety, it is vital that you, your family and guest obey these rules. Failure to do so may result in suspension of pool privileges.

FIREARMS AND EXPLOSIVES

There will be absolutely no BB guns, air guns, firearms, fireworks, or similar devices discharged, within the confines of the community.

THE OBLIGATION OF GOOD FAITH is imposed on both parties to these Rules and Regulations in both the performance and enforcement of the conditions contained herein. Any correspondence regarding Management's execution of these Rules and Regulations may be directed to:

PHEASANT RIDGE
27777 Franklin Rd., Suite 200 • Southfield, MI 48034
Attn: Regional Vice President