## Hilltop Properties, LLP

### PARK RULES & REGULATION

Effective September 1, 2018

For questions regarding these rules and regulations, please contact the management office at PLJ, Inc, 612-781-3149 or adeline@pljrealty.com.

In addition to those rules and regulations and other requirements set forth in the Lease Agreement, to which this Exhibit A is attached ("Agreement"), Resident hereby agrees to comply with the rules and regulations set forth in this attachment (Park Rules and Regulations). The capitalized terms used in this document shall have the meanings set forth in the Agreement.

These Rules and Regulations pertain to all Residents and Guests (including children of Residents and Guests).

The terms and conditions of this document are stated generally for the benefit of all residents of the Park. If there is any conflict between the terms and conditions of the Agreement and this document, the terms and conditions of the Agreement shall govern and control.

#### RENT, DEPOSIT, & FEES

- 1. All adult applicants for residency must submit a written application to the Community and, if approved, sign a lease agreement. A non-refundable fee in the amount of \$25.00 shall be due at the time of the applicant's submission of the application. For purposes of this rule, an adult is an individual who is 18 years of age or older, and includes those individuals who become 18 years of age while living in the Resident's Home.
- 2. Rent is due and payable in advance on or before the first day of each month. All payments and deposits payable to the office must be by check, money order, or credit card. Personal checks will only be accepted on or before the fourth (4<sup>th</sup>) day of the month for which payment is due. All payments made after the fourth (4<sup>th</sup>) day of the month shall be made by cashier's check or money order. A \$20.00 late fee is due on all rent paid after the 5<sup>th</sup> day of each month. A \$1.00 per day fee shall accrue thereafter for each day the rent remains unpaid. The Community reserves the right to decline payment unless the payment is for the full amount due.
- 3. Payment of a security deposit may be required prior to the execution of the Agreement. If collected, the security deposit will be refunded within twenty one (21) days after Resident moves from the Lot; provided, however, that the security deposit may be applied to remedy damages to real or personal property of the Community, outstanding balances of amounts due, or a default in the terms or conditions of the Agreement.
- 4. Resident will pay a fee in the amount set forth in the Resident's lease agreement for each late payment of Rent.

5. Resident will pay a fee in the amount of \$35.00 for each returned check. The Community will not accept any checks from a Resident, and Resident will be required to pay with certified funds for a period of one year, if that Resident has had a check returned for any reason. Payment of the NSF check must be made within forty-eight (48) hours of notice given and must include the NSF check charge and must be paid by money order or certified funds only.

#### GENERAL – RESIDENT'S HOME & LOT

1.	Resident shall comply with the Park Rules regarding access, use, safety, and maintenance of
	the Resident's Home, the Lot and the Park. Resident shall have and maintain all insurance
	coverage specified in the Agreement and these Park Rules, including without limitation the
	coverage specified in Section 3.2 of the Agreement and Section F-5 of these Park Rules.
	Initials of Resident:

2.	The number of individuals who may occupy the Resident's Home during Resident's tenancy
	shall not exceed two (2) individuals per bedroom. Resident, Resident's guests and invitees
	shall not sleep overnight in the Park, except within the Resident's Home. Guests may not
	stay in the home for a period longer than ten (10) consecutive nights without registering with
	the park. For example, no overnight sleeping shall be allowed in any shed, motor vehicle,
	tent, camper, or camping trailer. Resident's Home may not remain unoccupied for more than
	thirty (30) days without prior written approval of the Community.

- 3. All homes must conform to the HUD National Manufactured Home Construction and Safety Standards established in June, 1976. The Community has the right to approve or reject the placement of any manufactured home in the Park, if it does not meet the reasonable requirements of the Community as to appearance and compatibility with other structures in the Park.
- 4. All homes shall be parked on or pulled from the Lot with the supervision of the Community or representative of the Park. Proper notice shall be provided as specified in the Agreement. Hitches must be removed from the Resident's Home, if possible and stored underneath the home. If the hitch remains on the home, it must be covered in a manner acceptable to the Community within thirty (30) days of placement.
- 5. The Resident's Home must be anchored within thirty (30) days after placement. Installation of tie downs to the home must comply with all governmental codes and manufacturer's set-up requirements. Tie down installation is the sole responsibility of the Resident. The Community recommends that Resident have an annual inspection of all tie downs, anchors, and home levels. Resident shall be responsible for all fees and costs of such inspections.
- 6. The Resident's Home must be properly skirted with either metal or vinyl within thirty (30) days after placement. Skirting must be "factory skirting" and be in good repair at all times. Skirting must have two access doors, placed in the area of the water and sewer connection.
- 7. Any home damaged by fire beyond repair must be removed within fourteen (14) days of the incident.

- 8. Resident shall keep and maintain the Resident's Home and Lot in a clean and attractive condition, free of all fire hazards, refuse and debris. Fire pits are not allowed! Failure to take appropriate action to remedy any deficiency described in a written notice provide by the Park is a violation of the Lease and the Park Rules and Regulations.
  - (a) Any damage to the Resident's Home or any structure on the Lot must be repaired within a reasonable amount of time, not to exceed thirty (30) days unless otherwise consented to in writing by the Community (with the exception of irreparable fire damage-14 days to remove structure). If Resident fails to make repairs or to do maintenance work on the home or Lot or fails to meet the conditions imposed on the use of common areas, which causes an immediate danger to the Community facilities or to the health or safety of other residents, the Community may give Resident written notice to do the necessary work immediately.
  - (b) If Resident does not do the work immediately, the Community may, in its sole discretion, chose to do the work and charge the reasonable costs to Resident. If it is not possible or practical to give written notice and if immediate maintenance is essential, the Community may do the emergency work without giving notice and may charge the reasonable costs to Resident. The Community must give notice of charges for emergency work to Resident in an itemized bill which states a deadline for payment, and any unpaid balance shall be deemed additional rent due hereunder. Management reserves the right to issue a 30 day notice pursuant to Minn. Stat. § 327C.09 for the resident to correct any rule violation.
  - (c) If the Resident's Home is damaged beyond repair, it must be removed within fourteen (14) days of the fire. Rent will be due and payable until the home-site is cleared.
- 9. Lawn, landscaping, trees and shrubs on the Lot shall be maintained by the Resident. Resident shall water and trim the lawn (not to exceed 3 inches), trees, and shrubs, and shall remove all weeds and overgrowth on their Lot in order to maintain a well-kept appearance. Lawns are to be cut as needed during the growing season. If Resident does not comply with this Section B-8, the Community may choose to (in its sole discretion) maintain the landscaping and charge Resident for all fees and expenses incurred, plus a reasonable administrative fee. No planting, cutting down of trees, digging, driving of rods, stakes or posts shall be permitted without the Community's permission. Lawn sprinklers are not to be indiscriminately used. Water is intended to be used, not wasted. Resident shall abide by all local, state and federal ordinances, rules and regulations, including without limitation, water restrictions. All landscaping and plantings become part of the Lot and may not be removed when Resident vacates the Lot.
- 10. The Resident's Home must have a deck, porch, or steps, approved by the Community, to permit access to the Resident's Home. Any Resident requiring handicap access improvements such as ramps are permitted. All plans for such ramps must be approved by both the Community and the local government authority and shall comply with all other Park Rules and governmental standards. If the Community authorizes such plans, all necessary permits must be obtained and paid for by Resident before commencing construction.

- 11. No porches, decks, storage sheds, television antennas, additions or structure of any kind many be erected without the Community's prior written approval. All necessary permits must be obtained and paid for by Resident. Outside television or other antennas or satellite dishes are not allowed unless the design and placement of the same is approved, before installation, in writing by the Community. Swing sets and similar structures are prohibited. Any attachments, improvements or additions erected, installed or brought onto the homesite must be removed immediately if done so in violation of this section. If a structure becomes so dilapidated, or is judged to be a hazard, it must be either removed or repaired immediately by the resident.
- 12. Except in designated and approved storage areas, no storage on the Lot or under the Resident's Home is permitted. Storage of personal property, such as lawn mowers, spare wood, gas cans, bicycles, toys, tools, and other items are to be stored in the approved shed or inside the home. Construction and location of storage sheds must be approved in writing by the Community. The Community, in its sole discretion, may determine the maximum size and location of any storage shed on the Lot, depending on the size of the Lot, easement restrictions, space available on the Lot, and aesthetic considerations. Initially, Resident shall provide a description of the size of the storage shed and the proposed location of such installation. All storage sheds must be properly anchored, have treated floors, and the exterior must be well maintained at all times. If the Community authorizes the placement of the storage shed, all necessary permits must be obtained and paid for by Resident. All structures and improvements on the Lot must meet all city, state, and federal codes, guidelines, and regulations. Noncompliant structures shall be immediately removed by Resident at their sole expense. The maximum size of a storage shed shall be 12 feet by 12 feet. No chipboard sheds are allowed.
- 13. No fences are allowed on the Lot.
- 14. Umbrella, permanent or retractable clothes lines are not permitted.
- 15. No window shall be covered with any foil, paper, cardboard, wood, blankets, sheets, metal or other non-transparent substance or material. Appropriate curtains or blinds shall be the only window coverings permitted. Stacking of boxes, furniture or other items, against interior windows, so as to appear unsightly, from the exterior of the Resident's Home, is prohibited. No weather stripping or plastic shall be affixed or attached to the exterior of the windows.
- 16. Window air conditioners must be supported by metal straps or brackets attached to the Resident's Home. No support may touch the ground. Any such window air conditioners must utilize accordion-style, white extensions (or other mechanism approved by the Community) that securely fasten to the air conditioner and the inside of the window. Central air conditioning units must be placed on the Lot in a manner that does not interfere with the attractiveness of the Park or infringe on an adjacent lot or detract from the quiet enjoyment of another residence. All storm doors, windows, and screens must remain in good repair and shall not be dented, scratched, torn or cracked.

- 17. All sidewalks must be kept broom-clean in the spring, summer, and autumn months and free of ice and snow in the winter months. Tricycles, bicycles, wagons, scooters or any other type of toy shall be stored in the Resident's Home or storage shed when not in use.
- 18. All garbage, rubbish, and similar debris and materials must be placed in the covered dumpster next to the garage. The dumpster is only for household garbage, generally wrapped in plastic bags. No mattresses, TVs, construction material, furniture, appliances, etc. are allowed. Call the management company for information on where to take those items. Recycling containers shall be stored in the rear of the home or out of sight until placed on the curb on the regularly scheduled collection day. Recycling bins must be returned to the storage area on the same day it is collected. No burning of leaves or rubbish is permitted. Leaves must be raked and placed in recyclable, paper bags.
- 19. The construction and installation of any improvements to the Lot or the Resident's Home, without the prior written approval of the Manager, is prohibited. As applicable, the Community may require that Resident submit plans to the Community and the proper governmental authorities for their inspection and approval and for the issuance of permits. The set-up of Resident's Home must be done by a professional home service company or licensed contractor. All contractors and workers must have workers compensation and liability insurance. Any construction or repair other than normal home or yard maintenance must be approved in writing by the Community. Resident may not allow the Park or its improvements to become subject to any mechanics, laborers or materialman's liens.
- 20. Homes must be power washed, steam cleaned or repainted when needed with park approved light/neutral colors. Bright colors are not approved. Consult with park management company before purchasing paint colors.
- 21. The home number address must be displayed on the resident's home for easy visibility from the street. Numbers must be at least three (3) inches high.
- 22. Each spring & fall the Community Management will inspect each home and homesite for compliance with Community standards. The management will issue a list of items/repairs that need to be attended to and a timeline for completing the work. Failure of the Lessee to comply with the "list" could results in the assessment of a fee and/or the issuance of a letter pursuant to Minn. Stat. § 327C.09 and lease termination.
- 23. Lessee must pay home personal property taxes when due each year. Delinquent personal property taxes are a violation of park rules and regulations and are a cause for eviction.

#### **UTILITIES**

1. Electricity, water, sewer and gas connections are the responsibility of Resident. Resident shall maintain utilities from the point of connection for Resident's home. Resident shall not make any alterations to the utility connections without approval in writing from the Community.

- 2. All connections and winterizing of water and sewer lines must be done in accordance with the Minnesota Statutes and all other Applicable Laws. All charges and fees must be paid by the Resident. It is the responsibility of the Resident to make certain that the heat tapes for the water riser and the water lines operate properly. It is the responsible of the Lessee to heat tape the riser (hydrant), water meter and water pipes that are exposed to the elements. The heat tape must be checked each fall to make sure it's in peak operating condition. The Community is NOT responsible for winterizing the riser, water meter, exterior water pipes. The Community is NOT responsible for the cost of repairing or replacing damage from frozen pipes, water meter or water risers. Water riser boxes and outer maintenance are the Lessees responsibility. The Resident will be charged for any damage to the Park or loss of the Community caused by freezing. The resident should contact the management office if the need help.
- 3. The Community shall not be liable or responsible to Resident for any delay, interruption, or absence of any utility or other service, including without limitation, periods during which any service is interrupted by reason of the maintenance or repair of any equipment required for or utilized in providing such utility or service.
- 4. No outside or underground gas, oil, or fuel tanks of any type, including without limitation, liquid propane gas, shall be allowed in the Park.
- 5. Resident should not dispose of sanitary napkins, disposable diapers, or similar items, by flushing the same down the toilet, even if any such items are identified as "flushable." Resident will be financially responsible for cleaning a blockage caused by a violation of this provision.

#### **SALE OF MOBILE HOME**

- 1. RESIDENT IS NOTIFIED THAT ANY SALE OF RESIDENT'S MANUFACTURED HOME IS CONDITIONAL UPON APPROVAL BY THE COMMUNITY OF THE BUYER AS A RESIDENT OF THE PARK ACCORDING TO PRE-QUALIFICATION PROCEDURES AND STANDARDS, BUYER SIGNING A LEASE AGREEMENT, AND MEETING OTHER CONDITIONS AND REQUIREMENTS AS SET FORTH IN THESE PARK RULES, THE AGREEMENT, AND THE OTHER REQUIREMENTS OF THE PARK. Seller should obtain a "Seller Packet" from the management office.
- 2. A Buyer of the Resident's Home must apply for residency in person at the Park office and must be approved before taking possession, if such manufactured home is to remain in the Park.
- 3. Upgrades or repairs to the manufactured home, skirting, storage sheds, and/or steps may be required to bring the manufactured home into compliance with present Park standards. Such upgrades or repairs must be completed before an application for sale or transfer will be approved. All rents, fees, amounts owed, and payments due to the Park must be paid before a sale or transfer of ownership will be approved.

4. Resident may place a "For Sale" sign with a maximum size of 10 inches by 18 inches in the front window of the Resident's Home. No sign may be placed on the Lot and outside of the Resident's Home.

#### **VEHICLES**

- IN ACCORDANCE WITH MINNESOTA LAW, THE SPEED LIMIT WITHIN THE 1. PARK IS TEN (10) MILES PER HOUR. LESSEE IS RESPONSIBLE FOR ENSURING THAT GUESTS ABIDE BY THE SPEED LIMIT AND OPERATE VEHICLES SAFELY AT ALL TIMES. VIOLATIONS OF THIS RULE MAY RESULT IN LEASE TERMINATION PURSUANT TO MINN. STAT. § 327C.09, SUBDIV. 5. Resident must register all vehicles parked in the Park on a regular basis or for more than a period of twentyfour (24) hours. Resident shall use the standard registration form provided by the Community and available in the Park office. Additionally, all guests must register their vehicle with the Community. Unregistered vehicles (either belonging to Residents or their guests) shall be towed at the owner's expense. Resident shall not park, keep, or maintain more than two (2) motor vehicles in the Park. The foregoing vehicle limitation shall apply on a per lot basis. All vehicles in the Park must have current license tabs and a park issued tag attached to their rear-view mirror. Any vehicle without a tag will be towed after receiving a 24-hour notice. All expenses associated with towing and storage of the vehicle is the responsibility of the resident. A motor cycle over 50ccs counts as a vehicle.
- 2. No campers, boats, or other watercrafts, trucks, trailers, minibikes, golf carts, go carts and other recreation vehicles, or large vehicles (above 1 ton), or unused cars may be parked or operated in the Park without written consent of the Community. Arrangements should be made with the Community for the storage of any vehicle not in daily use. Snowmobiles, motorcycles, motor scooters, mopeds, go-carts, and all-terrain vehicles must be stored in Resident's storage area and may not be operated in the Park, except to access or leave the Park on the roadways only prior to 10PM. Motorized vehicles shall not be driven or used on any land that is not paved, including without limitation, forest land, grass fields, trails, or lawns.
- 3. The parking of vehicles shall be as and where designated by the Community. All vehicles must be registered with the park office. Any unregistered vehicles park for more than 24 hours shall be towed by the park office with notice. To ensure the safety of residents, each homesite is granted permission for the parking of two (2) vehicles within the park. PARKING IS NOT ALLOWED ON LAWNS, OR PARKING IN SPACES RESERVED FOR OTHER RESIDENTS; NO DOUBLE PARKING IS ALLOWED. This rule applies to all residents, guests, and visitors and Resident will be held responsible for any violation. Notice of a violation may be given by placing the notice on the vehicle, by giving it to Resident or by leaving it at the Resident's Home. At the Community's request, vehicles shall be moved to permit plowing, maintenance or repairs to the roadways, sidewalks, parking areas and utilities in the Park. The Community reserves the right to remove any vehicle that is not removed after the Community's request, at the vehicle owner's expense.
- 4. No loud music or mufflers, horn honking, vehicles leaking oils, fluids or gasoline, or unlicensed vehicles shall be permitted in the Park. Engines shall not be "raced", "gunned",

- or "revved" in a manner or at a time which will disturb the peace and quiet of the Community. The Community reserves the right to prohibit any vehicle operator in violation of these provisions from entering the Park.
- 5. Repair work on all vehicles must be done outside the Park. No repair work is permitted on the roadways, parking areas, or lawns. Minor mechanical repairs such as points, plugs, tire changing and car washing are permitted only in Resident's designated space.
- 6. Any inoperative, abandoned, or improperly parked vehicles will be removed from the Park at the vehicle owner's risk and expense. Any vehicle with expired license tabs, without wheels, flat tires, or up on blocks will be considered inoperable.
- 7. Resident is responsible for Resident and all of Resident's household members, family, guests and invitees. If Resident fails to comply with any of the rules set forth in this Section 7, the Community reserves the right to suspend Resident's parking privileges or remove the non-compliant vehicle at the owners' expense.

#### **RESIDENT'S CONDUCT**

- 1. No person shall engage in noisy, unruly, or abusive conduct in the Park, and no person shall interfere with the right of quiet enjoyment of other residents. Quiet hours are from 10:00 p.m. to 8:00 a.m.
- 2. Any and all drinking of alcoholic beverages will be reserved for consumption within the confines of one's manufactured home. Public drunkenness, drunk driving or improper conduct stimulated by alcoholic consumption is prohibited. No person shall be under the influence of drugs or alcoholic beverages while in the Park. Such behavior shall be deemed to be a substantial annoyance and/or endangerment to other residents, and a violation of park rules and regulations.
- 3. Resident is responsible for the behavior, safety, and conduct of all children residing with or visiting Resident, and for the conduct of Resident, their visitors and guests. Resident is required to ensure that children in their custody or control obey the Park Rules at all times and do not trespass on other residents' lots. Children under sixteen (16) years of age are not permitted on park property other than their parents or guardian's leased lot between the hours of 10:00 p.m. and 6:00 a.m. unless they are in the company of their parent or guardian. Wading pools must be emptied each night, and all toys and bicycles must eb put away each evening. Repeat violations by resident's children of the rules and regulations of the Park after written notice by the Community to Resident shall be deemed to constitute a substantial annoyance to other residents and be grounds for eviction. All children once they turn 18 year old, must apply for residency within the park.
- 4. No peddling, soliciting or distribution of any type of product or service is permitted within the Park without written prior approval of the Community. Residents are not permitted to use their homes for business purposes.
- 5. All Residents must maintain liability insurance with coverage in an amount not less than \$100,000 per occurrence. If Resident owns the Resident's Home, Resident shall also carry

adequate "all risk" property insurance on the Resident's Home. Resident's public liability insurance policy shall include <u>Hilltop Properties</u>, <u>LLP as an additional insured</u> and shall provide that the policies cannot be cancelled without thirty (30) days advance written notice to the Community. Resident shall provide suitable evidence of such insurance to the Community upon request.

Initials of Resident:	
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- 6. Willfully damaging or destroying the Community property or any resident's belongings in the Park is strictly prohibited. The committing of such acts may cause the Agreement to be terminated. To assist the Community to catch and prosecute any vandal committing such acts, Resident is encouraged to file a written report with the Community regarding any such incident witnessed by them.
- 7. It is prohibited to discharge any firearms, bow & arrow or fireworks in the Community. This includes air rifles or BB guns. It is also prohibited to use knives or weapons of any sort to intimidate or cause harm to any person. Violators will be subject to immediate eviction.
- 8. All complaints made to management must be delivered in writing to the park office, and should include the date, time and description of the issue.

#### **USE OF COMMON AREA FACILITIES**

- 1. Any common area facilities in the Park are for the use and enjoyment of the residents, their families and guests only, during designated or approved hours. All non-residents must be accompanied by a resident when using the common area facilities.
- 2. Arrangements for the exclusive use of any common area facilities must be made in advance and approved in writing by the Community. Residents, their guests and visitors, shall comply with all rules established for the use of the common area facilities

#### **PET POLICY**

- 1. Resident must complete and sign a pet addendum if they wish to own a pet in the Park. No dog houses or kennels are allowed. Resident may keep and maintain other "contained" pets such as fish, caged birds, and hamsters or gerbils. No wild or non-domestic animals may be kept in the Resident's Home, on the Lot, or in the Park. All pets must be "house pets" as determined by the Community. All animals must be curbed, leashed, and accompanied by a Resident when outside the Resident's Home. All pets must be registered with the municipality in accordance with local ordinance.
- 2. No breeding of any pets is allowed. All dogs and cats must be spayed or neutered.
- 3. All pets must be registered with the Community and must wear a collar with name tag. Resident shall provide the following as part of the registration process: (a) a current vaccination certificate, (b) the pet's license tag numbers, (c) the pet's name and description, (d) the Community Lot Number where the pet will be kept, (e) a certificate or proof of spaying/neutering, and (f) an American Kennel Club registration certificate, if any. Resident

must comply with all registration and licensure of Resident's pets and shall provide the Community with evidence of such registration and licensure on an annual basis.

- 4. Any incident of biting by any pet shall be grounds for the immediate removal of the pet from the Park. Resident is responsible for any damage or injury caused by their pets.
- 5. Excessive or loud barking and other noise or disturbances caused by Resident's pet, including without limitation, mating or unrestrained defecating will not be tolerated. Resident must immediately remove all pet litter from the mobile home lot or other location within the Park where littering has occurred. Pet owners will receive a maximum of two (2) warnings in one (1) year time period before the Resident's Lease is thereafter terminated.
- 6. See Pet Addendum for complete details.

## **ENFORCEMENT OF AND CHANGES IN PARK RULES**

- 1. Any breach of the terms and conditions of the Agreement or any violation of the Park Rules shall be grounds for termination of the Lease and eviction.
- 2. The Park Rules may be changed, amended or added to by the Community upon sixty (60) days written notice to Resident. The new guidelines will have the same force and effect as the existing rules and regulations. In the event any community guideline, rule or regulation conflicts with any existing law, the law shall prevail on any such rule or regulation, but all others shall remain in full force and effect.
- 3. FOR YOUR PROTECTION, ALL AGREEMENTS BETWEEN COMMUNITY AND RESIDENT MUST BE IN WRITING. COMMUNITY REPRESENTATIVES CANNOT MAKE ORAL AGREEMENTS WITH RESIDENTS AND ANY SUCH ORAL AGREEMENT WILL BE DEEMED NULL AND VOID.
- 4. The management, agents, employees, owners or affiliated entities of Edgewood Acres of Plainview are not responsible for loss due to fire, theft, acts of nature, or accidents on Community property or Community buildings.

I HAVE READ BOTH THE LEASE AND THE RULES & REGULATIONS OF HILLTOP PROPERTIES, LLP. I ACKNOWLEDGE RECEIVING A COPY, UNDERSTAND WHAT I'VE READ, AND AGREE TO ABIDE BY THEM.

Lessee	Date
 Lessee	Date
Lessee	Date

# HILLTOP PET POLICY &

#### **ADDENDUM TO LEASE**

## PET POLICY, PET RULES AND REGULATIONS, APPLICATION FOR APPROVAL TO HAVE PETS, PET APPROVAL AGREEMENT, AND REGISTRATION OF PETS

- 1. Hilltop properties is not and will not be responsible or liable for any personal injury or damage caused by a Tenants pet.
- 2. Park Tenants are responsible and liable for any personal injury or damages caused by their pet with regards to another Tenant's personal property or personal caused injury as well as guests of another tenant. Tenants are also responsible and liable for personal injury or damage that was caused by their pet to outside contractors, lawn care people, maintenance people, meter readers, etc. and their property, as well as park employees and property.
- 3. No pets are allowed in the Park unless the Tenant has gone through the pet approval application process and have a written Pet Approval Agreement from Hilltop Properties.
- 4. All pets are considered indoor pets. Pets need to be accompanied by an adult Tenant at all times when outside of the Tenants home on a handheld leash.
- 5. When Pets are outside and supervised by the Tenant they must be leashed at all times.
- 6. NO DOGS, CATS OR ANY OTHER PET WILL BE ALLOWED IF WEIGHING <u>over 25 pounds</u>
  WHEN THEY ARE FULLY GROWN. YOU SHOULD TAKE THIS INTO CONSIDERATION WHEN
  GETTING A DOG OR CAT.
- 7. IF A DOG OR CAT GROWS LARGER THAN THE <u>25-pound limit</u>, IT WILL HAVE TO BE REMOVED FROM THE PARK. NO EXCEPTIONS, NO EXCUSES.
- 8. EACH AND EVERY PET MAY BE SUBJECT TO AT LEAST ONE ANNUAL INSPECTIONF FOR SIZE.
- 9. Certain breeds of dogs will not be allowed or accepted at the Park. Such breeds include Pitbull, Rottweiler, Doberman, Heelers, Shepard, Huskie, Chow, Hound, Wolf breeds, or other known aggressive breeds or aggressive breed mix. Park reserves the right to refuse any other breed of dog that might be considered a risk for any such reason.
- 10. All domestic household pets are required to be inoculated and licensed according to all applicable laws, regulations and ordinances and shall wear license tags required by local entities.
- 11. All dogs and cats will have to be spayed or neutered by the time the animal is 1 year old.
- 12. ANY PET THAT TRIES TO, OR DOES NIP, BITE OR CAUSE BODILY HARM TO ANY INDIVIDUAL ON PROPERTY OWNED AND OPERATED BY HILLTOP PROPERTIES WILL HAVE TO BE REMOVED FROM THE PARK IMMEDIATALLY AND NOT RETURNED.
- 13. When walking pets on Hilltop Properties, the pet owner is required to carry some type of container and tool to clean up any pet waste during your walk to be disposed of in a trash container.
- 14. Pet waste needs to be cleaned up immediately.

- 15. Any pet that is picked up by a Dog Catcher and impounded for any reason will not be allowed to return to Hilltop Properties.
- 16. Any damage caused to your lawn, or landscape areas in your yard, another Tenants yard, or the Park landscape and yard areas by your pet from pet waste, digging, or any other kind of pet caused damage will need to be repaired or replaced by the owner of the pet at their expense.
- 17. Any "brown spot" pet waste damage to your lawn, another tenant's lawn, or lawns maintained by Park will need to be replaced by, and at the expense of the pet owner on ongoing basis. If you are unable to do the replacement yourself, Park will hire the work done at the pet owner's expense.
- 18. No pets will be allowed under any circumstance to be unleashed or unsupervised at any time when outside of the tenant's home.
- 19. If a Tenants pet causes injury or damage to any person or property on Hilltop property, the tenant owning the pet takes full responsibility and is still liable if the pet was provoked, threatened, teased or otherwise justified in causing injury or damage.
- 20. Tenants will be allowed to have ONE (1) pet per home. NO EXCEPTIONS.
- 21. No outside dog or cat houses are permitted.
- 22. Pets will not be permitted to be chained, leashed or tethered outside when unattended.
- 23. No pet fences, cages, or the like are allowed.
- 24. No temporary pet care or pet sitting of a non-resident owned animal of any kind.
- 25. Park Management reserves the right to set up animal traps on owned property to trap stray animals as well as unleashed animals in the Park. All trapped animals will be taken to the proper shelters.

## 26. HILLTOP PROPERTIES CHARGES 4.00, PER MONTH, FOR A PET.

- 27. Park will only accept domesticated house pets and will not accept exotic animals of any kind. Park reserves the right to refuse any animal that is viewed as exotic or might be dangerous to the community.
- 28. Park Management disclaims any responsibility to the occurrence of harm, injury or death to a pet caused by agents or employees or by other tenants or their guests.
- 29. Non-compliance with this pet agreement and/or violations to the rules herein could result in the Tenants (pet owners) rental agreement being terminated.
- 30. Any new pet that has been approved by Hilltop Properties Management will be on a probationary period for 90 days. Any pet rule violation during this probation period will lead to immediate cancellation of pet agreement and pet will need to be removed.
- 31. Hilltop Properties Management will log and profile each complaint on every tenant's pets. This will be reviewed with the pet owner when necessary and appropriate action will be taken.
- 32. Your friends and Families are always welcome, their pets are not! If you have overnight guests or extended company, they will not be allowed to bring their pets into the Park.