

HARR LLC

1083 US Route 2 * Berlin, Vermont 05602-8245
802-223-9571

MOBILE HOME PARK

APPLICATION FOR PERMISSION TO BUILD/CONSTRUCT/INSTALL/OTHER

Effective 8/2004

PARK NAME: _____ LOT #: _____

TYPE & SIZE OF PROPOSED CONSTRUCTION:

Deck: ___ Size: _____ x _____ ** Stairs/Steps: ___ Size: _____ x _____ Shed: ___ Size: _____ x _____

Awning: ___ Size: _____ x _____ ** Pool: ___ Size: _____ x _____ ** Satellite Dish: ___ Size: _____ x _____

Roof: ___ ** Skirting: ___ Material: _____ ** Painting: ___ Color(s): _____

Oil/Propane Tanks: ___ ** Other: ___ Describe: _____

Lawn Sale: ___ ** Guest(s): ___ How Many? _____ How Long? _____ ** Sub-Lease: ___

HEIGHT OF PROPOSED STRUCTURE: _____ ft.

Request To Move a Mobile Home: Into Park ? _____ Out of Park ? _____

Proposed date of move: _____

Name & Phone Number of Company/Person will be moving the Home: _____

PLEASE SUBMIT WITH COMPLETED APPLICATION:

- Drawing of property showing:
 - location of all existing and proposed structures, driveways and parking areas.
 - distance from each proposed structure to existing and proposed structures, driveways and parking areas.
- Floor plan and elevations showing dimensions, height, floor area, materials to be used, color, etc., with clear indication of what is existing and what is proposed.
- Additional information which may be necessary to gain approval.
- Vendor/Contractor Certificate of Insurance naming HARR, LLC as an Additional Insured.**

The undersigned states that information submitted with this application is correct and acknowledges that any approval based on erroneous or incomplete information shall be null and void. Furthermore, it is acknowledged that it may take the Mobile Home Park Manager up to ten (10) days to approve or deny this application. I understand that if any work is started prior to a written decision/approval I will be in substantial violation of my lease agreement and subject to eviction.

Mobile Home
Owner: _____

Contractor/Vendor
Applicant: _____

Address _____

Address _____

Phone _____

Phone _____

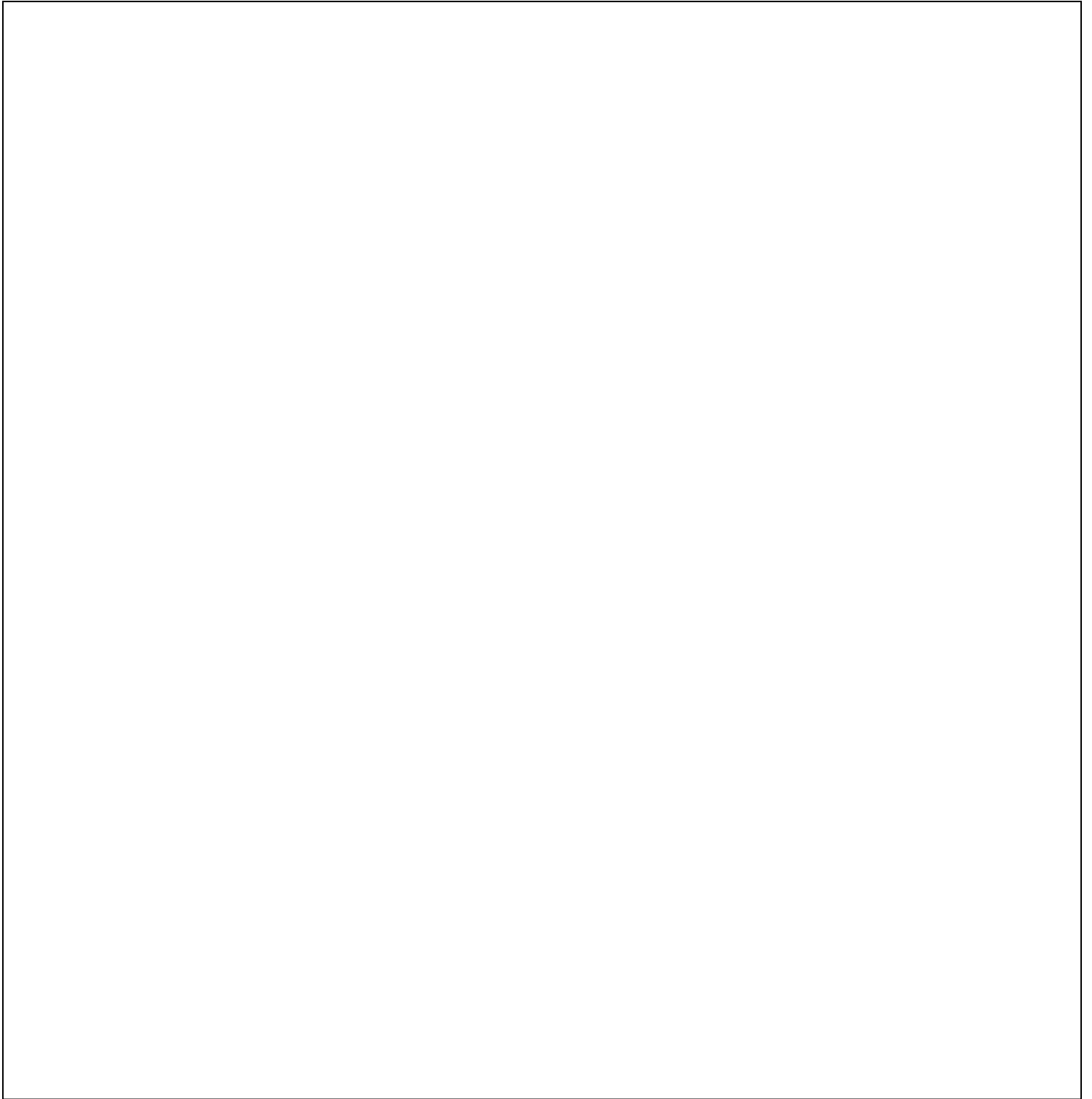
E-mail _____

E-mail _____

Signature _____

Signature _____

DRAWING:



SPECIFICATIONS:

Mobile Home Park Lease Terms, Rules & Regulation Applicable To This Application

Construction of Sheds, Decks, Skirting, Pools etc.:

44. The Tenant shall not construct, erect, or place upon the leased Lot, or attach to the Mobile Home, any type of building, carport, porch, deck, masonry, awning, fence, or antenna(s), etc., nor shall the Tenant make any modifications, alterations, additions, deletions, or other changes, etc., whether of a structural, or nonstructural nature, to the Lot or Mobile Home, without the express written consent of Owner. Any such modifications, alterations, improvements, etc., which have been approved by the Owner, shall be made at the Tenant's sole cost and expense. Any said modifications, alterations, improvements, etc., which are of a permanent nature to the Lot itself, shall at the option of the Owner become the sole property of the Owner at the termination of this Lease. Tenants will be allowed, when space permits, and in an area designated by the Owner; one (1) tool/utility building that is not to exceed ten feet in width, by twelve feet in length, by nine feet in height (10'W x 12'L x 9'H) with either a 4/12 Pitched Roof or a Gambrel Roof, and one (1) deck with railings and skirting that is not to exceed ten feet in width, by twelve feet in length (10'W x 12'L). Said structures shall be constructed of a design, and of materials, pre-approved by the Owner, in writing, prior to their construction. *Any such Structure erected without the prior written approval of the Owner may, after 72 hours written notice from Owner to Tenant, be removed and/or dismantled by Owner, and Tenant shall be responsible for all costs and expenses incurred by Owner in connection therewith.*

48. Tenant shall not allow any matter or other items of any type or kind to be stored or placed upon the Lot which would damage the sod, lawn, or landscaping.

49. Tents, swimming pools, horseshoe pits, trampolines or any other items as determined by the Owner are not allowed within the Mobile Home Park, without the Owner's prior written consent.

50. There shall be no plowing, digging, excavating, rotor-tilling, or other disturbance, or modification of the topographical contours of the Lot area, or any common area, without the Owner's prior written consent.

51. No trees are to be planted, cut, or trimmed, without the Owner's prior written consent.

52. The Tenant's Mobile Home must be skirted with materials approved by the Owner, and in color tone with the Mobile Home, within seven (7) days after arrival at the Mobile Home Park, weather conditions permitting. Materials of a vinyl substance are the preferred skirting materials to be used on any new installation or complete replacement. The finished skirt must be kept neat appearing, and not be a detriment to the aesthetic appearance of the Mobile Home Park in general. The area under the Mobile Home may not be used as a storage area until skirting is installed.

Satellite Dish, Antenna's, etc.:

63. No outside CB antenna, UHF or VHF Television antenna, Short-Wave Radio antenna, or similar antenna, is to be erected in the Mobile Home Park or attached to the Mobile Home. Tenant may place on Tenant's Mobile Home one (1) 18" Satellite Receiver Dish, otherwise Cable Television is available throughout the Mobile Home Park from the local cable provider.

Fuel, Propane Tanks:

65. Tenants may not have heating oil storage barrels or any other un-approved fuel/petroleum containers of any type in the Mobile Home Park. Tenant may have for home heating purposes one (1), U.L. approved regular standard two hundred and seventy five (275) gallon vertical standing heating oil storage tank, or no more than two (2), one hundred (100) gallon propane or natural gas tanks. Submarine style propane or natural gas tanks are expressly prohibited within the Mobile Home Park. Heating oil, propane/natural gas tanks, and cooking gas tanks may be installed only with prior written approval by Owner. Said tanks must be kept painted and properly leveled above ground on legs set on concrete blocks/pads and screened from view, and placed at the rear of the Mobile Home. If the preferred location is not possible, then the Owner shall be contacted to designate an alternate location. In the event the Owner is not contacted and requires said tanks to be moved, it shall be at the Tenant's expense. Tenant will be responsible for any and all costs whatsoever associated with the maintenance of the tank of the tank and the clean up of any fuel oil spills or leaks attributable to the Tenant's fuel tanks.

Occupancy:

1.(c) The Tenant's Mobile Home shall be used as Tenant's primary residence and not for any business or commercial activity of any kind whatsoever. Tenant's Mobile Home shall be regularly occupied by no more than one (1) person per ONE HUNDRED AND SIXTY (160) square feet of living space except, in those cases of extreme emergency, and with the prior written permission of the Owner. Temporary occupancy by additional persons, upon prior requests to Owner, will be allowed only so long as it does not adversely affect any other tenants or the management of the park and does not exceed two (2) weeks in duration. This Lease permits occupancy only by Tenant and the following additional persons:

Guests:

29. The Tenant shall be responsible for the conduct in the Mobile Home Park of the Tenant, Tenant's family, agents, guests, or any other person in the Mobile Home Park, with the permission, under the direction, or for the benefit of the Tenant. Said individuals shall not engage in any conduct which adversely affects any other park resident, or the operation of the Mobile Home Park. Tenant will be required to respect the privacy and lot lines of other tenants lots. Loud noise, music, etc. whether mechanically or naturally produced, is to be kept at a level where it does not interfere with the quiet peace and enjoyment in other park residents mobile homes. Intoxication, or violations of law which create hazards of health, or safety to other tenants of the Mobile Home Park, or which create a public, or private nuisance will not be tolerated. Complaints from other tenants that there has been a violation of this section shall be considered a substantial violation and may be sufficient grounds for the Owner to commence eviction proceedings for termination of this Lease Agreement.

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Subleasing:

1.(d) The Owner reserves the right to terminate this Lease, or to prohibit subleasing, or to refuse to accept a new tenant, consistent with the provisions of the terms of this Lease, if; it reasonably appears that the number of individuals occupying, inhabiting, or otherwise sharing, or planning on sharing, occupying, or inhabiting a mobile home, creates, or will create, a violation or conflict of the terms of this Lease, or; it reasonably appears that the number of individuals occupying, inhabiting, or otherwise sharing, or planning on sharing, occupying, or inhabiting a mobile home, creates, or will create a danger to the health, welfare, and safety of the Mobile Home Park residents.

15. The Tenant shall not sublet Tenant's Mobile Home without the prior express written permission of the Mobile Home Park Owner, which permission shall not unreasonably be withheld. A request for Owner's approval to sublet must be submitted in writing. The prospective sub-lessee must agree to submit to an interview with the Mobile Home Park Owner, furnish any credit and/or previous landlord references which the Mobile Home Park Owner may desire including but not limited to signed credit and criminal record release forms, and agree to abide by the terms and conditions of the current Lease Agreement. Further, the sub-lessee shall agree to pay any Lot rental charges directly to the Mobile Home Park Owner. Owner shall have thirty (30) days from the receipt of a completed application to approve or deny the request to sublet. Throughout the term of any sublease the Tenant shall remain fully liable for the performance of this Lease Agreement. Any subletting or assignment of the Lease, without the prior written consent of Owner will immediately terminate this Lease and subject Tenant to eviction. **No Mobile Home narrower than fourteen feet in width (14' W) may be sold or sublet, and be allowed to remain in the Mobile Home Park.**

INSURANCE, LIABILITY

20. Tenant shall be solely responsible for insuring against loss or damage by theft, fire, flood, or other calamity, and all personal property of Tenant, including Tenant's Mobile Home. Tenant agrees to protect and save Owner harmless from any claims for injury to property or person resulting from accident, or other happening on the leased Lot or within the Mobile Home Park, including any costs and/or attorney's fees incurred by Owner in connection with same. Owner is not liable for loss, expense, or damage, to any person or property, unless it is due to Owner's negligence.

GOODS AND SERVICES, VENDORS ****Contractors must provide a certificate of proof of insurance.***

12. The Tenant may purchase goods and services to be used in and around the Tenant's Mobile Home from vendors of the Tenant's choice provided that: the vendors observe all rules of the Owner contained in this Lease, and; vendor procures and maintains workers compensation insurance and comprehensive general liability insurance, including property damage against liability for injury to persons or property occurring in or about the leased Lot and the Mobile Home Park. The minimum coverage under such insurance shall be: General Liability insurance of not less than one million dollars (\$1,000,000.00) for any one person injured or killed; not less than one million dollars (\$1,000,000.00) for any one accident; not less than one hundred thousand dollars (\$100,000.00) for personal property damage per accident, and; Workers Compensation and employers' liability insurance of five hundred thousand dollars (\$500,000.00) policy limit, one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars \$100,000.00 each employee.

13. The Owner may set standards for materials to be used, or service to be performed by vendors, where such standards are necessary to protect: the aesthetics of the Mobile Home and Mobile Home Park; the health, safety, or welfare of the Tenant or other residents of the Mobile Home Park. Nothing contained in this Lease however shall prohibit the Tenant from contracting with the Owner for the sale or supply of any goods and service.

MOVING A MOBILE HOME IN/OUT OF PARK

39. No mobile home shall be moved in or out of the Mobile Home Park without the direct supervision of the Owner. Failure to abide by this regulation may result in the home being removed from its Lot position and resituated to the Owner's satisfaction, and at the Tenant's expense. Further, because of the potential damage to the Mobile Home Park facilities, including streets and roads, mobile homes shall not be moved in or out of the Mobile Home Park from March 1st through April 15th of any year without the Owner's prior written consent.

FOR OFFICE USE ONLY:

Receipt Date: _____ Approved/Denied By _____ Date: _____

Comments/Conditions: _____

Additional Conditions of approval:

1. Mobile Home Park Manager will stake out location prior to construction.
2. Due to septic systems and other sensitive buried systems vehicles are not allowed on lawns.