

BRIARWOOD ESTATES

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THE COMMUNITY RULES (revised 5/23/2023)

It is the sincere desire of Owner to ensure that The Community is a pleasant place to live. It is for this reason that Owner has adopted the following rules to benefit all The Community Residents. Most of the rules deal with common sense courtesy. Some are necessary to comply with law. All require the cooperation of Residents for compliance and fair enforcement.

B.1. ANCHORING. In order to protect your mobile home from wind damage, as well as the homes of you neighbors, all homes must be properly anchored with adequate "tie downs". Compliance with local ordinances is also required.

B.2. HITCH. The hitch must be removed at the time of set-up.

B.3. SKIRTING. The mobile home must be skirted and the skirting must be painted within thirty (30) days after the mobile home has entered The Community. Structural improvements must be skirted at the time of their construction. The materials and construction methods used for the skirting are subject to Owner approval. Skirting material shall consist of wood siding, CDX plywood trimmed with batting and painted, vertical metal, or other material specifically approved by Owner. Chipboard is specifically prohibited. Skirting must remain in good repair and painted as necessary. Compliance with local ordinances is also required.

B.4. DECKS, PORCHES, STEPS. All mobile homes entering The Community are allowed one (1) set of temporary steps. If a mobile home is on a lot where the main entrance and the front of the home both face the street, as in a corner lot, then both of these entrances must have a permanent deck, porch or step constructed. Also, if there is more than one door on the main entrance side, then all entrances must have a permanent deck, porch or step constructed. The building material and design must be approved by Owner. A Resident will have three (3) months from the time the home is moved into The Community to complete their decks, porches, and steps. All decks, porches, and steps must remain in good repair and painted or stained as necessary. A Resident must comply with city ordinances and building codes regarding railings and steps.

B.5. WALKWAYS. A Resident will have three (3) months from the time the home is moved into The Community to complete permanent walkways. Several design options are acceptable (i.e. stepping stones, poured cement, wood constructed). Pallets are specifically prohibited. Walkways must be approved by Owner prior to completion and remain in good repair.

B.6. FENCES. There shall be no fences constructed to confine pets or to completely enclose a yard. All fences must be approved by Owner regarding material and method of installation prior to the fence being installed. Fences must be kept in good repair and condition, and painted or stained as necessary. Fences shall be in acceptable condition and appearance to Owner. Fences which are or become unacceptable shall be removed. Non compliance will result in Owner performing the work in accordance with Paragraph A.18.

B.7. YARD SHEDS. All yard sheds must be approved by Owner prior to moving onto a rental lot. Owner strongly recommends wood sheds, although other types of sheds will be allowed upon Owner approval. If a yard shed's condition becomes damaged or beyond the ability to be improved to Owner's approval, Owner reserves the right to have Resident remove or replace the yard shed upon notification. All sheds must have prior Owner approval as to placement on rental lot. No sheds to be placed at the front of the lots. Sheds must match the home as close as possible.

B.8. UTILITIES. Resident is responsible for the proper installation and maintenance of utility connections from the lot outlets to and including Resident's home. Pipes must be insulated to prevent damage from freezing during winter months. No running of water to prevent the freezing of pipes will be allowed. Resident's manufactured home is to have heat tapes on by October 1st. Heat tapes should be checked periodically to prevent freeze-ups and costly repairs. Caution should be exercised so as to keep the branch sewer line clean.

Maintaining water and sewage out to the main is the responsibility of Resident.

Resident must consult with Owner and utility service companies where necessary, before penetrating the ground, because of the danger from underground utility installations. Resident is responsible for any damage caused by the failure to get the written permission of Owner to dig in a certain area.

B.9. GENERAL RULE OF CONDUCT. The welfare of Residents of The Community requires that at all times there be consideration of your neighbor.

Conduct which violates a governmental law that protects the health or safety of other mobile home Residents, or which interferes with the quiet enjoyment of the other Residents of The Community, or which Owner finds objectionable under the rules of The Community, is prohibited and **may constitute grounds for eviction.**

B.10. SPECIFIC BEHAVIOR PROHIBITED. No unreasonable noise of any kind that may be a disturbance to others will be tolerated. No guns are to be shot within or towards The Community. This includes BB guns, air rifles, and pellet guns. Alcoholic beverages may not be consumed in the common areas of The Community without the permission of Owner. Any public drunkenness or other immoral conduct in public is prohibited. Trespassing onto another Resident's rental Lot is prohibited. No open fires are allowed within The Community, though charcoal grills will not constitute an open fire.

B.11. USE AND MAINTENANCE OF HOME. To be admitted or allowed to remain in The Community, every Resident must use the home only as a Residential dwelling unit, maintain the appearance and good repair of the mobile home, and comply with all applicable building and health codes. See also B.18 and B. 19. The home, space, and all improvements must reflect a clean, attractive, and well-kept appearance at all times. Tenant shall maintain all accessories, equipment, structures, and appliances attached to the space or home or placed thereon in good condition and repair. This obligation includes but is not limited to the replacement of any such items that are missing or damaged to the point that they cannot be repaired, and the repainting of the home and improvements when they are reasonably in need of repainting. Tenant must obtain written color approval from Community management prior to re-painting of mobile home and/or any accessories, equipment, structures, or appliances on the space. The following conditions (by way of example and not limitation) are not permissible and must promptly be corrected: (1) broken or cracked glass doors or windows; (2) visible or unsightly dents; (3) bent or dented awning or carport support posts or porch railings; (4) visible and unsightly rust, corrosion, fading, blistering, or cracking on painted surfaces; (5) utility connections that leak, are unsafe, impede yard maintenance, and/or violate any health or safety codes or regulations; (6) exterior carpet that is torn, dirty, or loose; (7) generally dirty appearance of the home (i.e., the home needs to be washed).

The Community, its name, and/or its address must not be used for the purpose of advertisements of any kind or for the sale of merchandise. No private business may be conducted in the Community. This includes but is not limited to babysitting, whether or not a fee is charged. No door-to-door solicitations of any kind are permitted. While meetings at tenant spaces are not affected by this rule, a solicitation by one tenant without prior invitation of another tenant is prohibited by this rule. If you are solicited in the Community, please notify the office at once. Carport sales (yard sales) conducted by tenants are permitted only to dispose of personal property of residents on a non-commercial basis, and only with prior written approval of the manager. Carport sales are limited to two (2) sales per home site in a 12-month period (with prior written approval of management).

B.12. MAINTENANCE OF RENTAL LOT. The maintenance of common areas within The Community is the responsibility of Owner. However, Resident is responsible for keeping the rental lot neat and clean. The use or storage of anything around or under the home that creates an eyesore or a health hazard is prohibited. Resident is responsible for lawn care, to include weed control, and snow removal on the rental lot. Tree plantings and other landscaping, done by Resident, exclusive of normal yard care, require Owner approval. Such landscaping and fences become part of the rental lot and shall remain as the property of The Community at the termination of occupancy, unless written permission for removal is given by Owner. No notice will be given when your yard needs trimming or mowing. If grass exceeds 4-5 inches Owner will mow and trim as necessary and Resident will be charged. Resident is responsible for snow plow removal on rented lot, driveway, walkway and steps. Contractual maintenance care by Owner may be separately arranged.

B.13. GARBAGE. Garbage may be placed in a properly maintained plastic tote with lid. This tote should be in an inconspicuous place at all times. Garbage totes can be put out the evening prior to collection or the morning of collection only. Garbage must remain covered at all times when not in use. Garbage totes only shall be placed street side for collection at The Community. No burning of trash, leaves, or other material is permitted.

All trash, paper, glass, cans and wrapped sanitary napkins are to be deposited in the trash. To prevent clogged sewer lines, DO NOT flush sanitary napkins, disposable diapers, Kleenex, paper towels, cigarette butts, cooking grease, or any other undissolvable materials or foreign objects down toilets, sinks, or garbage disposals. The costs of clearance of stoppages or repairs of sewer lines caused by Tenant's negligence or improper usage or intentional misuse, are the responsibility of the Tenant and may be charged to Tenant as additional rent.

Tenant is responsible for disposing from Tenant's space all rubbish, garbage and other waste in a clean and safe manner. All trash must be bagged and tied/sealed before being placed in the disposal bin. Tenants may not dispose of business or commercial trash in the Community. Do not enter any garbage containers to remove any refuse. "Dumpster diving" is prohibited. Large items such as furniture, appliances, large landscaping trimmings, etc., shall not be placed in or beside Community disposal bins but must be taken to an appropriate disposal site outside of the Community. Hazardous wastes, including but not limited to batteries, tires, paint, used motor oil, and the like, must be disposed of in accordance with county and city regulations and in an appropriate facility, and may not be disposed of in the Community.

B.14. EXTERIOR IMPROVEMENTS. To maintain the quality appearance of The Community, exterior improvements by a Resident shall only be permitted with the prior written consent of Owner. Exterior improvements include any structural modification of the outside of the mobile home or the rental lot.

Owner has the authority to approve or disapprove the materials, design, construction, installation, location, or type of such an exterior improvement, in order to uphold the appearance and general welfare of The Community. Owner reserves the right to request the rental lot be returned to a condition/state that is acceptable to Owner. **No work may be performed on the exterior of the home or on any accessory structures without the Owner's prior written approval. No modifications to the Lot or to the outside of the home may be made without the Owner's prior written approval.**

Resident shall also be responsible for compliance with governmental building codes, and for contacting utilities if contemplating digging activity.

B.15. LANDSCAPING, GARDENS, TREES, SHRUBS. Resident must obtain Owner's approval on design, placement, and size of any landscaping, gardens, trees and shrubs to be planted or constructed on the rental lot.

B.16. PETS.

No large dogs are allowed in The Community. There shall be no doghouses, chain link or other fences to confine dogs, nor dogs tied to chains. Small lap dogs, cats, and animals normally domesticated as household pets, are allowed with the approval of Owner. Owner reserves the right to be sole judge of which pets may reside in The Community. Exception to this rule: Service and therapy pets with proper documented paperwork. Resident is required to pay a \$15 monthly pet fee for each approved pet. Two (2) pets (20" in height at shoulders and no more than 40 lbs when full grown) will be allowed per home.

Resident shall be responsible for a pet owned by Resident, as well as a pet owned by a guest. This includes the immediate removal of all pet litter left by the animal on any property of The Community.

No pet shall be allowed to run loose. Pets must be confined inside the home of their Resident owner. Pets are allowed outside only when accompanied by their owner and only when they are under the control of a hand-held leash.

An unreasonably noisy or aggressive animal, or any animal not meeting the approval of Owner, will be ordered removed from The Community, after warning to Resident. An animal showing distemper or attacking a person must be removed immediately. Re-admittance of pets requires the approval of Owner.

B.17. COMMERCIAL ENTERPRISES. Commercial enterprises in any form will not be permitted without prior written consent of Owner. Commercial enterprise includes auction sales and baby-sitting within The Community for individuals other than registered park Residents on a regular basis. Commercial enterprise also includes the distribution and posting of advertising materials. Consent will depend upon a consideration of the welfare of Residents. Owner shall have the authority to require that personnel performing services within The Community be bonded or display a certificate of insurance, so as to protect persons and property.

B.18. DOOR-TO-DOOR SOLICITATION. Door-to-door solicitation will not be permitted without the prior written consent of Owner. Such consent will depend upon a consideration of the welfare of Residents.

B.19. SIGNS. No signs may be erected within The Community, other than one sign with Resident's name and address on it and, where applicable, one "for sale" sign. Signs are not to exceed 300 square inches, and may be installed on the inside of a window or upon the exterior of the mobile home.

B.20. VEHICLES AND TRAFFIC. The roadways in The Community are privately owned and not owned by the public. The parking of vehicles and the movement of traffic shall be done according to the designation of Owner. Resident agrees to register with Owner all vehicles regularly kept in The Community. Only motor vehicles registered in a state and licensed operators are allowed. Trucks larger than the average pickup, construction or farm equipment, and vehicles inoperable or unused beyond a reasonable amount of time period shall not be allowed. ATV's or snowmobiles may be operated within The Community, only to transport on the shortest entry route to, or exit route from The Community. The operation of minibikes or go-carts within The Community limits is prohibited. Trailers, boat trailers, RV's, or campers are not allowed to be parked on The Community streets.

No inoperative items (i.e. topper, lawn mowers, car parts, lumber or snowplows) are allowed. Only vehicles currently licensed and in running condition are allowed in The Community. Resident will be responsible for the full cost of towing and storage of a violating vehicle.

Only two (2) vehicles are allowed to park in the assigned driveway per Lot. If there is room for more than two vehicles, there will be an extra charge of \$10.00 for each additional vehicle. There will be no parking in vacant lots, on lawns or empty driveway spaces with motorized vehicles or trailers of any kind.

The immobilization of a vehicle for repair or mechanical work is prohibited except in those areas designated by Owner. No vehicle in The Community shall be excessively noisy nor will a vehicle leaking fluids onto the ground be permitted.

To ensure the safety of all Residents, observance of the posted speed limit (10 MPH) is required.

B.21. RIGHT TO CURE/RIGHT TO REDEEM. Resident shall have the right to cure a breach of this Rental Agreement due to nonpayment of Rent by tendering to Owner the full amount of past-due Rent, plus any Late Charges arising under Section A.10 of this Rental Agreement, within 30 days of the date the Rent is due. Notwithstanding the foregoing, Owner may file a summary ejectment action for non-payment of rent during the cure period. Should Resident make payment after Owner has filed a summary ejectment action for nonpayment of rent, Resident shall also be required to reimburse Owner for the costs of the suit in order to cure the breach. Except as provided below, said payment must be in the form of a money order or certified check.

Should Owner file a summary ejectment action for nonpayment of Rent owed under this Agreement, and in said case judgment for possession of the Lot is awarded to Owner, Resident shall have the right to cure the nonpayment and redeem the Lot by tendering in cash, certified check, or money order to the Owner all past due Rent and Late Charges, plus all court awarded costs and fees, at any time before actual execution of the eviction order. If, in the twelve months prior to the initiation of the summary ejectment action, three or more judgments for possession have been entered for rent due, Owner may request that Resident's right to cure the nonpayment and redeem the Lot be foreclosed by the court.

B.22. TRANSFERRING RIGHTS OR REPLACING A HOME. The transfer of occupancy rights of a Resident, transferring rights under this Rental Agreement or transferring rights in the home with the home to remain in the Park is allowed without any unreasonable restraint only with the prior written consent of Owner. Residents who wish to sell their home, may post one "for sale" sign in compliance with The Community Rules. The placing of a different mobile home on the rented Lot requires the prior written consent of Owner. Resident must give Owner thirty (30) days written notice of intent to undertake in such a transaction. Resident must provide all information Owner requests and forward documents to prospective Residents as Owner requires.

Prospective Residents or homes must meet the application standards set forth by Owner before taking occupancy in the Park. Residential applicants must properly fill out an application form, must demonstrate financial ability and suitable character, must sign a Rental Agreement and must pay any back rent owed by the prior Resident unless this requirement is waived by Owner. Residency shall not be denied on the basis of race, color, religion, creed, national origin, or sex.

In order that the manufactured home may remain in the Park upon resale, Resident shall permit Owner to inspect the manufactured home for sale, including all structures appurtenant thereto, to determine whether or not the manufactured home will meet the current Park standards with respect to size, quality, appearance, material specifications, construction and safety conditions. Said inspection shall be made within ten (10) days of Owner's receipt of written notice from Resident.

Owner shall notify Resident of the results of the inspection, in writing, within five (5) days of the inspection and shall furnish Resident with (i) a written list of any necessary repairs, modifications and/or changes which must be completed to Owner's satisfaction, prior to occupancy by any purchaser of the home or (ii) a statement that the home does not meet the resale standards and may not remain in the Park after resale. If Owner does not provide the results of the inspection after such five (5) day period, it shall be presumed that the manufactured home has passed the inspection, and may be sold and retained in the Park, subject to the other provisions of this Lease.

B.23. RESIDENT NON-PERFORMANCE ENDING THIS RENTAL AGREEMENT. In addition to the grounds set forth by law, the following events are agreed to be proper grounds for Owner to elect to end this Rental Agreement and to use its lawful remedies, including a summary eviction action, against a Resident:

- a) The nonpayment of Rent or other charges owed under this Rental Agreement
- b) The following violations:
 - 1) Making or causing to be made, with knowledge, any false or misleading statement on the application for residency
 - 2) Violation of a law or ordinance which serves to protect the health or safety of the other Residents of the Park; or
 - 3) Noncompliance with the terms of this Rental Agreement, including The Community Rules.
 - 4) Repeated violation of any rule or provision of the Lease occurring within a six (6) month period.

When the right to possession of a Resident has ended and Resident has received a lawful notice to leave the Lot, Resident shall peacefully surrender possession of the Lot and remove all of Resident's property. Should Resident fail to leave the Lot within the time allowed by law, Owner shall pursue the full extent of remedies available against Resident. After the occurrence of an eviction, a Resident shall be permitted no more than 45 days to attempt to sell the home in place and, during such forty-five (45) day period, Owner shall allow the Manufactured Home to remain on the Site and connected to public and private utilities.

Owner reserves the right to re-enter and repossess the Lot on the basis of its contractual lien provided for in this Rental Agreement. Resident agrees to pay Owner the expenses incurred in obtaining possession of the Lot and all other damages sustained by Owner to the extent permitted by law, including damages which may be sustained due to an inability to deliver possession of the rental Lot to a succeeding Resident.

B.24. TERM ACCEPTED. Resident has accepted a ONE YEAR LEASE TERM, plus any partial month. THE RENT FOR ANY PARTIAL MONTH SHALL BE PAID ON A PRORATED BASIS. The Term is renewable in accordance with Section B.25 below.

No later than thirty (30) days prior to the expiration of the one year lease term or any renewal thereof, Owner agrees to offer to a Qualified Resident (as herein defined) a Lease for a one (1) year period.

In the event Resident is not eligible for renewal or refuses to accept an additional one (1) year lease term, said Resident shall by virtue of this Lease, become a Resident from month-to-month, which said monthly tenancy shall be subject to all conditions and covenants of this Lease as though the same had originally been a monthly instead of a term tenancy. Owner shall give thirty (30) day notice in writing prior to the expiration of said original term, or any monthly renewal hereof, of its intent to change the conditions and terms of this Lease including payment of rent, however Owner shall give sixty (60) days notice in writing for changes to any provision herein relating to an increase in the amount of rent. Resident shall continue in possession after the expiration of said notice, the tenancy under this Lease shall thereupon be modified to the extent and in the particulars set forth in said notice relating to the amount and payment of rent, fees, or other conditions.

B.25. QUALIFIED RESIDENT. Pursuant to Maryland Annotated Code, Real Property article 8A-202(c), Eligibility as a "Qualified Resident" means a year round Resident who:

- A. Has made rental payments on the due date or within any grace period commonly permitted in the Park during the preceding year;
- B. Within the preceding six (6) month period has not committed a repeated violation of any rule or provision of the rental agreement and, at the time the term expires, no substantial violation exists; and,
- C. Owns a mobile home that meets the standards of the Park.

Before the expiration of a one (1) year term, or upon request of Resident at any time during any subsequent month-to-month term, a Park Owner shall offer to a qualified resident a rental agreement for a one (1) year period. An offer of a rental agreement for a one (1) year term to a qualified resident shall be delivered to Resident no later than thirty (30) days before the expiration of the existing term, and shall explain, in clear language a qualified resident's right to the one (1) year term; and contain a statement that, if the resident chooses not to enter into a one (1) year rental agreement, the lease will continue on a month-to-month term that can be discontinued by either party, upon thirty (30) days' written notice.

If the use of the land is changed, all Residents shall be entitled to a one (1) year prior written notice of termination, notwithstanding the provisions of a longer term in a rental agreement; and the park owner shall send to the local governing body of the county or municipal corporation in which the park is located a copy of the written notice of termination sent to the residents under this paragraph.

If a Resident's rental agreement is not renewed on the basis that Resident is not a qualified resident, the park Owner shall, within five (5) days, provide the Resident with a written statement of the specific reason for nonrenewal of the rental agreement.

A Resident who has been offered a two (2) year rental agreement under this section, and who has selected a month-to-month term and has not requested a one (1) year rental agreement under this section, is not entitled to a one (1) year rental agreement after a notice to terminate is delivered by certified mail to Resident by the park Owner.

B.26. RENT INCREASES. Notwithstanding the rate of rent specified in Section A4, Owner reserves the right to increase the Lot rent, any time, after sixty (60) days written notice.

B.27. RENT ADJUSTMENTS AND ADDITIONS. One (1) year term Residents will be subject to possible increases in Rent during the term, and month to month tenants will be subject to possible increases in Rent for successive terms, due to fees or charges imposed on Owner by others. In addition to the annual or monthly Rent, Resident shall pay, at Owner's option, as additional Rent during this Lease term, Resident's proportionate share of any increase in real estate taxes on the Park, any manufactured home tax assessed by Baltimore County, environmental, license fees, plus any new costs or charges or assessments subsequent to the commencement date of this Lease imposed upon Owner by any governmental agency in the nature of or in lieu of real estate or other taxes. Any new or increased costs or charges which are imposed on a periodic basis shall be charged to Resident, at Owner's option, as additional Rent on a pro-rata basis, after Owner has notified Resident in writing of the adjusted monthly rent at least sixty (60) days prior to the effective date such adjusted rent is due and payable.

B.28. ENDING THIS RENTAL AGREEMENT WHERE RESIDENT HAS PERFORMED. Even though a Resident is in rightful possession, either party may cancel the renewal of the Rental Agreement and thus not continue the possession of Resident. When a party makes this election, at least a thirty (30) day advance notice shall be given the other party. This Rental Agreement, and Resident's obligation to pay rent, will end thirty (30) days after the date of notification when such notice is provided by the Owner, it shall be provided per Section A.31 herein. A Resident who seeks to make this election must provide Resident manager with a written signed (30) day notice of termination to the Rental Agreement providing the complete address of the current rented lot as well as the new forwarding address change and the date indicating when a Resident plans on moving out. This notice by either party must be a

minimum of one calendar month and cannot take effect before the end of the fixed term Rental Agreement. This must be given on or before the last day of the rental payment period to be effective on the last day of the rental period. For example, in a month to month rent, if the rent is due on the first day of the month, Resident must give notice to Resident manager no later than September 30th to move out on October 31st.

The expiration of the term of the Lease may be the sole ground for termination of the tenancy and the reason for termination need not be specified in the notice to terminate and vacate unless otherwise provided by law.

Should Owner enter into a transaction to sell the entire Park, or a portion of the Park which contains Resident's Lot for the continued use as a mobile home park, Owner shall provide a minimum of sixty (60) days notice prior to the date of transfer. Should Owner desire to discontinue the operation of the entire Park, or a portion of the Park which contains Resident's Lot, and thereafter, change the use of the land, or to sell the entire Park, or a portion of the Park which contains Resident's Lot in a transaction which will cause the Park to discontinue operation or change the use of the land, Owner may terminate this Lease by giving a minimum of one (1) year written notice prior to the termination date. Resident shall be responsible for rent payment during the notice period.

B.29. MISCELLANEOUS. No outside television, short wave, or radio antennas are permitted. Large satellite dishes will not be allowed, although small DSS or other similar satellite dishes are acceptable. Only furniture specifically designed for outside use is allowed outside of the home. Each mobile home should be equipped with a fire extinguisher.

No swimming pools allowed in the Park.

Non-Compliance with these or other responsibilities as imposed by The Community Rules, may result in a ten (10) day violation warning notice. If violation not resolved there will be a fine of \$50.00 per violation, then eviction. All acts of non-compliance are kept in Resident's file.