ROUTE W VILLAGE
ROUTE W MOBILE HOME COURT, LLC
"W" SELF STORAGE

RULES AND REGULATIONS

WELCOME TO ROUTE W!

(Keep this handbook as a guide and reference)

Route W Mobile Village is a privately-owned residential community. We are required to conform to all local and state health, welfare, and safety laws.

The Rules and Regulations have been developed to maintain a clean, safe, value-oriented, and pleasant community where you can live with pride and comfort.

Please read and familiarize yourself with all rules and regulations of our community. We expect each tenant to fully comply with all rules and regulations; failure to abide by the Rules and Regulations will result in eviction from the community.

Consideration and courtesy towards others will help make this a pleasant community in which to live. If you have any complaints or suggestion for improvements, please bring them to the management first, as discussing them with your neighbor will not help change the situation.

Contact:

Management – 573-803-1166

Nov. 2026

RULES AND REGULATIONS

Contents **Page**

1. TENANT APPLICATION (routewvillage.com)……3-4
2. BECOMING A PERMANENT TENANT……4
3. RENT ……5
4. SECURITY/LOT DEPOSIT…… .6
5. GENERAL…… 7-7
6. MOBILE HOMES (new/used/set-up/install etc.) ……7-9
7. PORCHES/AWNINGS ……10
8. MOBILE HOME SPACES/LOTS……10-11
9. OTHER STRUCTURES ……11
10. TRAFFIC/AUTO'S/BOATS/TRAILERS, ETC… 12-13
11. DUMPSTERS:TRASH/RECYCLABLES/MISC DISPOSAL.13-14
12. PETS (read very carefully) ……14-16
13. CHILDREN……18
14. GUEST AND VISITORS ……18
15. UTILITIES……18
16. GREENSPACE……19
17. MAIL……19
18. MOVING INTO or OUT of ROUTE W……19-21
19. TENANT AGREEMENT FORM…… 22-24
20. MONETARY FINES if you DON'T follow RULES……25
21. SQUATTERS ……26
22. TERMINATION OF LEASE/EVICTIONS……27
23. RV's (Everything about RV's)…… 28-29
24. "W" SELF-STORAGE FACILITY……30
    - A. RENTAL UNIT SIZES: …… …… 31
    - B. RENT …… .31
    - C. SECURITY DEPOSIT …… 31
    - D. TERM…… 31

E. ALTERATIONS/ MAINTENANCE 31
F. USE 32
G. INTERFERENCE 32
H. NO DUMPING..... 32
I. DEFAULT; ABANDONMENT 33
J. DEFAULT; TERMINATION; RE-ENTRY 33
K. POWER OF SALE..... 33
L. WARRANTY OF OWNERSHIP OF PROPERTY 34
M. LIABILITY/ INSURANCE 34
N. ASSIGNMENT/SUBLETTING..... 34
O. INDEMNIFICATION 34
P. OCCUPANT'S DAMAGE OR INJURY..... 35
Q. GOVERNING LAW..... 35
R. EFFECT OF PARTIAL INVALIDITY 35
S. WAIVERS 35
T. WAIVER OF JURY TRIAL 35
U. CASUALTY 36
V. REMEDIES OF MANAGER CUMULATIVE..... 36
W. ATTORNEY'S FEES 36
X. COUNTERPARTS..... 36
Y – Z NO ORAL AGREEMENTS..... 36

1. TENANT APPLICATION

A. All prospective Tenants must complete a Tenant Application online at Routewvillage.com to be approved for residency. NO one may move into RWV without being approved first. Please visit our website to apply.

B. A Non-refundable Background Check "fee" of $30.00 per/person is required for anyone 18 years or older who will be living in a home.

C. If the applicant(s) becomes a tenant, we will take the fee(s) off your first month's rent.

D. Management reserves the right to reject a prospective tenant for any reason not prohibited by law, including:

1. Any false or misleading information or statement provided to Management on the Application form or during the Application process.

2. Any omission of relevant information.

3. **NO proof of Income – if applicant cannot verify** they **have a minimum combined monthly income of $2000.00.**

4. Missing and/or incomplete information on the Application form or related documentation.

5. If the application is approved and the tenant has commenced residency prior to Management's discovery of the false or misleading information or statement, Management reserves the right to immediately terminate the tenancy.

2. BECOMING A PERMANENT TENANT AT ROUTE W:

A. If approved for residency, and **PRIOR** to occupying the premises, the Resident must complete and also return the following information to Management.

1. **Tenant's Acknowledgement and Agreement of "Rules and Regulations" must be signed. (This is part of your lease document…which must be signed) It states that you have read and will abide by the Rules and Regulations of the community or face eviction and monetary expenses related to hiring a lawyer.**

2. **Copy of the Title of your mobile home or copy of the Bill of Sale with notarized stamp.**

3. **Proof of your Income (applicants must be able to verify they have a minimum monthly combined income of $2000.00) Or proof of net assets.**

4. **A Lot Deposit and first month's rent is required at signing of the lease. Lot Deposits are equal to one month's rent.** Lot deposits will be refunded once you vacate and if everything is in order. (MH's moving-out will NOT get

a refund on their lot deposit)

B. Once A. 1-4 above are completed - an **original** copy of the **fully executed Lot Lease Contract** (signed by both the Tenant(s) AND Management) will be retained by Management, and a **copy** will be provided for Resident's records, to prove their residency. You will now be considered a permanent Tenant/Resident.

3. RENT payment FOR Mobile Homes (MH) --

A. **Rent is due the 1st of each month**, and may be paid in advance at any time. You may pay by check, money order or online using your tenant account at routewvillage.com. NO CASH

B. There is a **grace period of 10 days for Mobile Homes** specifically. **(See RV's page 27 – which have NO grace period)** If MH rent is NOT received by 10th of the month, you will be charged $11.00 on the 11th of the month and then $1.00 per day charge will continue to be charged through the end of the month.

C. **Partial rent** payment does not bring your account down to $0.00. If you have any balance that has not been paid after the 10th you will be charged a late fee of $1.00 per day until your balance is $0.00.

D. Anyone who moves a mobile home **into** Route W Village from the **1st through the 10th** of a month will be charged a **full** month's rent. Beginning on the 11th day of the month, rent will be prorated for your first month. Rent is always due on the 1st of each month thereafter.

E. When a tenant **moves out** of our community, a prorated refund (if any advance payments were made) will be made up through the 10th of the month. **No refund will be made after the 10th of the month.** If you move out on the 9th day of the month for example and have not paid rent for that month, you will need to pay rent for 9 days. We will only take cash or money order in these circumstances.

F. Any tenant who becomes **15 days late (15th of the month)** in paying all monthly rent, late fees and service charges, in each **of**

two (2) consecutive months, such action will constitute a breach of the lease and the lease agreement may be terminated by management. Tenant is subject to IMMEDIATE EVICTION. Any lawyer's fees and court fees associated with the eviction will be the responsibility of the tenant who is being evicted.

G. **Squatters –** (Anyone, RV or MH residing at Route W **NOT** paying rent OR does not have a current and proper lease or was not approved to live at Route W is considered a squatter and will be terminated and asked to leave.) If they do not leave, they will be evicted - any lawyer fees required due to tenant not vacating is responsibility of the tenant. Rent will go up to $1,000.00 per month, until they vacate. (See page 26)

H. RETURNED CHECKS: All returned checks and stopped payments will be considered late and a Returned Check fee will be charged for each returned check and stopped payment, along with appropriate late fees. The full amount of late charges will be due regardless of the date the resident is notified of the returned check and stopped payment.

I. CHANGE IN RENT RATES: Management reserves the right to increase rental charges and any fees with 30 days advance notice.

J. BREACH OF LEASE: If there is any breach in the signed lease/contract or violation of any rules and regulations by the tenants thereof, tenants are responsible for all rents in arrears and any reasonable attorney and court fees.

4. SECURITY/LOT DEPOSIT

A. **A Security/Lot Deposit is required to hold each lot.**

B. A security deposit is equal to one month's rent. Your rent and security deposit is based on the type of pad and lot you will be leasing.

C. Upon vacating the lot, **the security deposit will be refunded providing** all rents have been paid, the lot is in a clean orderly condition, the grass has been mowed and the sewer and the water line connections have not been damaged.

D: If a MH is moved off our property, NO lease deposit is

refunded.

5. GENERAL

A. If moving a trailer **IN** or **OUT** of Route W Village:

1. Permanent Residents/Tenants must always check with management for clearance before entering or vacating.

2. If moving MH **INTO** Route W— 30 days' notice.

3. If moving MH **OUT** of Route W — 30 days' notice.

4. Personal checks **cannot** be accepted for final payment when vacating Route W Mobile home court. (We will take a money order)

B. **NO** swimming pools, hot tubs, ice tubs etc of any type or size are allowed. Our insurance will not cover this type of liability.

C. **Loud parties or any other excessive noise** will NOT be tolerated at any time. Radios, TV's stereos, etc. must not disturb other tenants.

D. Tenants will be charged for all damages caused by children, pets, guests, etc. for which they are responsible. Personal conduct of any of the above is the responsibility of the tenant.

E. No advertising, peddling, yard sales, soliciting or commercial enterprise is allowed in the park without permission of the management.

F. No HAM or Citizen Band radios will be allowed to operate from within the mobile home park.

G. **No open fires will be allowed in the mobile home park.**

H. No hunting or discharging of firearms within the mobile home park or other lands adjacent to the park which is legal property of the owners of the park.

I. The management has the authority to change, revise, and make amendments to all rules and regulations at any time.

J. Trees have been planted to provide shade, wind breaks, and privacy. Please treat them with care. Do not place or drive nails,

screws or screw hooks into tree trunks. Do not attach dog chains to them, as they are prohibited in the mobile home community. Do not allow children to climb them.

K. Infraction of rules and regulations of the community will result in eviction. Lawyer fees will be responsibility of tenant.

L. For any information not covered herein, please inquire with management.

6. MOBILE HOMES (MH)

A. Each mobile home (new or used) moving into Route W Village must be approved by management. Age & condition can be a factor, so pictures must be submitted.

B. All **new** mobile homes brought into the community must be installed by a registered installer licensed by the Missouri Public Service Commission. **Mobile Homes NEW or USED must use COPPER Feeder Cables from electrical pole to the home. Make sure your installer is aware of this when installing your unit.**

C. Used mobile homes brought into the community may not be older than 10 years and must be approved by management.

D. All homes must be anchored in accordance with State and Federal regulations. Installation of earth anchors and attachment of homes thereto is the responsibility of the Resident.

E. All hitches (tongues), permanent or removable, on the Homes need to be removed or be out of sight.

F. **Each tenant must have attached to their mobile home a skirt** (or underpinning) extended from the bottom edge of the mobile home to the ground. The materials used to construct the skirt must be completed within 1 month of arrival. Treated 4" x 4" landscape timbers should be used at the base (ground) of the skirt, if the home is not on a full concrete pad.

G. No tenant shall erect Awnings, out buildings, sheds or additions to their mobile home **without FIRST contacting management for approval.**

H. Any masonry work must first be approved by the management. Masonry work approved by the management must be removed by the tenant when tenancy terminates unless permission is granted by management to leave it in place.

I. **ALL tenants must have installed heating tape and foam sleeve around their water pipes which are subject to freezing**. Running of water to keep lines from freezing will not be allowed as this will only enhance the possibility of your pipes freezing and water damage occurring.

J. Home exterior should be free of mold and mildew and of a uniform color. All exterior paint colors must be approved in writing by Management before homes are painted or repainted. If a home is painted without prior written approval, Management has the right to require repainting with an approved color.

K. Management can assess a Rules and Regulations "Violation Fine" for various reasons. These violations will come to you in a written letter/notice. Some examples might be; Homes with exteriors that are faded or rusty, mold or mildew on exterior siding or roofs, skirting/pinning not installed properly, messy yard, etc… These violations are to be corrected within the allotted times described in the Payments and Fines Schedule or on the written notice**. You can be either fined or evicted if not corrected within the time allotment stated.**

L. All roofs must be maintained with a good seal, and of uniform appearance and color. Any faded, rusted, damaged or non-uniform roofing, including roofing with holes, must be repaired or replaced as deemed necessary by Management. Management has the right to inspect the roof and assess a Rules and Regulations Violation Fine if not corrected within the allotted times.

M. Residents are required to have steps with a handrail (wooden deck optional) for each entrance to the home. The exact specifications must be approved in writing by Management prior to construction.

7. PORCHES/AWNINGS

May be installed, but must be approved by management before construction begins.

A. Front porch: location and design must be approved...shall not exceed 10' x 16'.

B. Rear / Side porch: location and design must be approved... shall not exceed 4' x 6'.

C. Decks and landings must be maintained annually in order to preserve a uniform appearance throughout the Park.

D. All Awnings must be approved by management before purchasing and installing.

E. NO trash or Debris should be on your porch or in your yard. We fine individuals with messy yards and decks. You must be compliant or eviction will result.

8. MOBILE HOME SPACES/LOTS

A. This mobile home lot is leased to you and not your mobile home. If for any reason you decide to sell your mobile home it must be sold with the understanding it is to be moved off the lot, **unless we buy your MH, or approve a buyer in advance and allow your MH to stay with the new buyer.** We do not allow rented units in our mobile home court. NO subletting.

B. Your mobile home must be parked on your lot in a uniform manner. Upon arrival in the park, a Route W attendant will instruct the driver as to the proper position for parking and assist him if necessary.

C. If an electrical breaker is thrown, contact the park attendant. No occupant shall tamper with the meter box or other electrical equipment.

D. A Route W attendant will check water, electrical and sewer connections. The plumbing may **never** be allowed to drain on the ground. The tenant shall be responsible for providing approved types of pipes and connections from the mobile home to the sewer and water connections. **ALL** tenants must have

installed electrical heating tape around the water pipe lines in addition to foam insulation.

E. Each tenant must keep their yard neat or make arrangements for it to be kept neat. If at any time your lot has an accumulation of trash and/or the grass is not mowed, the trash will be picked up and/or the lawn will be mowed by the management and charged to the tenant for a fee per incident.

F. In the Fall, each tenant is responsible for keeping limbs, leaves and other debris picked up from their lot.

G. Check with management regarding planting of trees, shrubs, and flowers. This is to prevent any damage to underground utilities and control uniformity of plantings. All in-ground plantings become the property of the park.

H. NO fences may be erected.

I. Some tenants are provided with a patio for their comfort. This patio is for furniture and leisure NOT for parking or storage.

J. Each mobile home space must be kept neat and clean. There should be no storage of bottles, cans, equipment, tires, or trash of any kind around the mobile home or on the lot occupied by the mobile home.

K. The area under the mobile home can be utilized for a storage area by providing an access door through the underpinning. Other storage requirements will have to be offsite storage arranged by the tenant. Contact management if interested in renting a space at "W" self-storage.

L. Clothes lines are permitted. They are to be installed behind the patio. Drying time is daily from 7:00 am until 4:00 pm Monday through Sunday. The lines must be folded up when not in use.

9. OTHER STRUCTURES

A. **Storage Sheds:** Contact management to locate and stake corners for your new storage building before it arrives. Sheds must be portable and skid mounted. **Please read carefully what types are accepted.**

1. **Storage sheds must be made of metal or wood**. No

plastic sheds are allowed.

2. Storage Sheds must be a new, factory-built buildings and be a maximum size of 8 ft. x 12 ft. x 9 ft. high.

3. All Storage sheds must be complete with runners.

4. All storage sheds must be leveled once in place. This is your responsibility and must be done before anything is put in the building. It will take four patio blocks, no less than 12" x 12" x 2" plus other small concrete blocks, depending on the terrain.

5. **If a new wooden storage building**: Exterior must be a good exterior plywood or wood. The building must be painted within 60 days after delivery. If delivery is made during the winter, it must be painted by April 5th. Tenants must apply two or more coats of paint or a **solid** stain. Acceptable colors are grey, beige and white.

6. **If a new metal storage building:** The building must be factory painted white, beige, grey or a color that matches the home.

10. TRAFFIC / AUTOMOBILES / BOATS / TRAILERS/OTHER

A. TRAFFIC

1. The park furnishes concrete streets for two-way traffic. Please do not exceed the 10 mile an hour speed limit.

2. Drivers are requested to use their brakes instead of using their horn. Only use horn when necessary.

B. AUTOMOBILES

1. Tenants/occupants are not allowed to bring vehicles into the court which are rated over 1-ton capacity.

2. We provide **parking spaces for 2 automobiles** on each lot. If you own more than 2 vehicles the problem must be worked out with the management. If you are a lucky one and you have a larger pad that fits 3 vehicles – that is fine. Street parking is not allowed and can result in your car/truck being

towed.

3. Vehicles are prohibited from parking on the patios or lawns for any reason. NO CARS or TRUCKS may park on an empty lot without paying lot rent to park your vehicles on that lot. **NO selling of cars or trucks etc. is allowed on empty lots.**

4. There will be absolutely **no** overhauling of automobile or truck engines and power trains at any time. Minor tune-up of your own automobile/truck will be permitted providing it takes no longer than 24 hours.

5. Vehicular traffic is limited to the entrance streets and the streets fronting the pads. No vehicular traffic is permitted off the streets.

6. There will be absolutely no trail bikes or four-wheel drive vehicles permitted to operate within the limits of the park.

7. **No unlicensed or out of date tags** vehicles, boats, boat trailers or camper's trailers can be kept in the mobile home court. They will be removed by a towing company at the tenants' expense. **There is a fee for parking on management property. See C below.**

C. **PAID parking for "OTHER" vehicles/trailers/etc.**
   1. If you have "other" vehicles etc. that you need to park or store at Route W we have a parking area near the office that is chained off for this purpose.
   2. **Parking fees for EACH vehicle is $50.00 per month**.
   3. You must register your "other" vehicle/trailer etc. with management. These parking fees will be added to your monthly bill and is due on or before the 10th of each month. **Parking is opened to enter and exit your "other" vehicle Monday through Friday only.**

11. DUMPSTER: TRASH / RECYCLABLES / MISC. DISPOSAL

A. Dumpsters are located at the corner of North Street and E Street and are provided for tenant use only.
B. Every resident of the park has the responsibility for helping us

keep the community clean and neat at all times. The proper disposal of refuse and garbage is especially important.

C. **Garbage and trash must be placed in plastic trash bags and secured at the top before being placed in dumpster.**

D. Any and ALL Cardboard boxes should be broken down before placing in the dumpster.

E. In NO case shall a **tenant** burn paper, trash or rubbish of any kind on the mobile home lot nor any other part of the mobile home park.

F. Due to City Ordinances, we NO LONGER have a burn pile. NO BURNING is allowed by anyone other than Management and is strictly limited to leaves and limbs.

G. No construction material is allowed in dumpsters

H. NO **outside the community** construction material, trash, yard debris etc. may be dumped anywhere at Route W. (NOT dumpsters NOT ANYWHERE.)

12. <u>PETS (read very carefully)</u>

A. All tenants having pets must fill out **pet registration** on page 16 and turn into management.

B. **NO ANIMALS MAY BE KEPT IN THE PARK WITHOUT THE PERMISSION OF THE MANAGEMENT.**

C. There is a limit of 2 dogs or 2 cats per mobile home; either 2 small dogs— OR — 1 small dog and 1 medium dog**. NO dog over 16" is allowed.** (Please see diagram on how to measure a dog) Cats are INDOOR CATS only. No cats may wander the community. Do not feed stray cats.

D. Any tenant who is given permission to keep a pet must provide management with a copy of a <u>certificate of insurance</u> which shows they maintain a mobile home owner's policy with limits of no less than $25,000.00 BI/PO per occurrence.

E. No outside pets will be allowed. No pets are allowed outside at any time unless they are being walked by their owners and secured on a hand-held leash.

F. **Service Dogs** may not be larger the 16" in height. (See – how to measure your pet – pg. 14)

G. TENANTS MUST KEEP DOG FECES PICKED UP OUT OF THEIR YARD AND OTHER'S YARDS. When walking your pets through Route W carry a bag with you for removal of feces.

H. Aggressive Breeds such as Dobermans, Pit Bulls, Rottweiler's, German Sheppard, Chows and etc... are **NOT** allowed.

I. No dog houses or pens are allowed outside.

J. No outside chains, tethers or dog runs are allowed. If any of those devices are used, the dog(s) will be removed from the mobile home park.

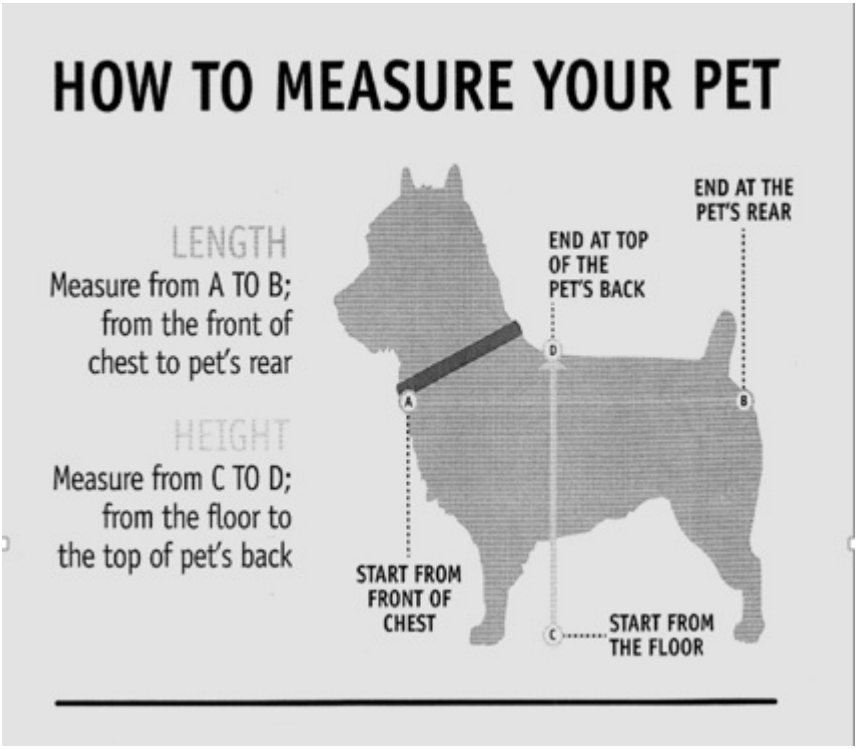
K. Aggressive, noisy or unruly pets will have to be removed from the mobile home park by their owners if directed by management.

L. Tenants' animals found running loose in the mobile home park will be subject to fines listed in Section 21.

M. There will be no boarding of non-resident pets, **under any circumstances.**

N. Proof of breed and proof of veterinary inoculations, including rabies vaccinations, must be kept up to date and provided to management on request. Dogs / Cats must wear a tag showing date of latest rabies vaccination on their collar.

O. Failure to abide by all rules and regulations pertaining to pets can result in immediate eviction.



Measurement C to D = Height

Height measurement may not be more than 16”

PET REGISTRATION

Owner Name print):_____

Address:_____

Phone: _____ Cell: _____

Email: _____

Number of Pets in home: _____ (**max 2**) **Max Height = 16**"

Pet 1: Dog ___ Cat ____ Other ____ Gender: _____

Age: _____ Breed: _____ Color: _____

Approximate Height: _____ Spayed ___ Neutered ____

Microchipped: Yes _____ No _____

Pet 2: Dog ___ Cat ____ Other ____ Gender: _____

Age: _____ Breed: _____ Color: _____

Approximate Height: _____ Spayed ___ Neutered ____

Microchipped: Yes _____ No _____

Veterinarian: _____

Phone: _____

Please attach copies of all shot records, proof of insurance, and if applicable proof of service companion certification (must come from a certified trainer).

Signature: _____

Date: _____

Drop in collection box or mail to

P.O. Box 2112, Cape Girardeau, MO 63702-2112

Questions: (573-803-1166 or cell: 706-289-1901) or see park management.

13. CHILDREN

A. We are happy to have children but the tenant shall accept the responsibility for any damage caused by the children.

B. Tenants are expected to exercise strict control over their children's conduct at all times and will be responsible for the acts of their children, teenagers, and guests. Disorderly behavior, including loitering or congregating off the home site, will be grounds for eviction of the tenant(s) from the community.

C. There is a limit of 5 persons (including children) per mobile home.

D. Children **must NOT** be left alone in a mobile home which is unattended by a parent or responsible adult.

E. Curfew for person under the age of 17 years is dusk—when the street lights come on. If after dusk they must be accompanied by an adult.

F. Children are not allowed to climb or play on any fences in the mobile home park.

G. Children are not allowed to tamper with nor play around, in or on, any equipment which may be working in or stored at Route W Village. Vandalism charges will be brought against anyone known to damage any of the equipment.

H. Management does not promise, warrant, or guarantee safety and/or security, or assume any responsibility for any loss or injury suffered by anyone. Tenants hold the community harmless from any claim whatsoever.

14. GUEST AND VISITORS

Tenants understand that Route W Rules and Regulations apply to **ANY** guest(s) or visitors they may have, and tenants are responsible and will be held liable for the conduct of their guests and visitors while in the park. **Guests must register with management if over the age of 18 and staying longer than 1 week.**

15. UTILITIES – MH lots

A. Water and electric: Each tenant will make their own application to Ameren UE in Cape Girardeau for the installation of an electric meter and the City of Cape Girardeau for the installation of a water meter.

B. Telephone: Each tenant should contact one of the telephone companies for telephone installation and service, if needed.

C. Cable television/Internet is in the park and each tenant should contact Charter/Spectrum Communications for these services.

D. Propane tanks and stands are to be placed at the rear of each mobile home. Contact the Route W attendant for exact location.

E. All utility bills are to be paid by the tenant to the company furnishing the service.

16. GREENSPACE

There are plenty of Green Spaces within the community. These areas within the community are set aside for our tenants to use for their recreation. It will be the responsibility of each tenant to pick up their trash or any dog waste which has resulted from their use of this area.

17. MAIL

Each tenant will be provided with a mail box during their occupancy at this mobile home park. Mail boxes are located on South Street. The mail box will have the street number on it and the tenant is to place their name on the box in accordance with the US Postal Regulations. The mail box is to be used only in accordance with the US Postal Regulations and for no other purpose. The mail box remains the property of Route W and is to be left in place when your residency in the community terminates. Any person (Adult or minor) known to tamper or pilfer with any mail box will be reported to the US Postal Authorities.

18. MOVING INTO OR OUT OF RWV

A. MOVING INTO ROUTE W

1. All prospective tenants must complete a tenant application to be approved for residency. You may fill it out online at Routewvillage.com.

2. **There is a $30.00/person non-refundable Background Check fee for each person over the age of 18.** If you are approved and become a tenant, we will take this fee (s) off your first months rent.

3. If Approved - all paperwork, including copy of Title or Bill of Sale must be received before moving in. (Pgs. 4-5)

4. When moving MH **INTO** Route W—30 day notice must be given to the management. (MH cannot be over 10 years old and must be approved by management.)

5. Do not buy or sell a MH at Route W without calling Management first. Some MH's are required to be moved-out due to age and/or condition. Route W Management makes that decision based on the age and condition of the mobile home.

6. If you plan to buy a MH at Route W and plan to live there – CALL Management BEFORE you purchase. An application must be filled out and you must be approved before you ever move in.

B. IF A TENANT PLANS TO MOVE THEIR HOME OUT OF ROUTE W VILLAGE, THEY MUST DO THE FOLLOWING:

1. Provide a 30-day written notice by filling out a **MOVE-OUT form** you may obtain from management. **THIS IS MANDATORY**.

2. A home may **NOT** be removed unless all rentals and other charges have been paid in full and are current.

3. Provide at least 48 hours written notice of the mover

arriving in the Community.

4. Skirting is not to be removed more than 24 hours prior to the home vacating the premises.

5. Upon MH vacating the lot, **NO security deposit will be refunded**. The lot must be left is in a clean orderly condition, the grass has been mowed and the sewer and the water line connections have not been damaged. (all clean-up must be done within 24 hours of removing mh).

6.When a MH tenant **moves out** of our community, a prorated refund (if any advance payments were made) will be made up through the 10th of the month. **No refund will be made after the 10th of the month.** If you move out on the 9th day of the month for example and have not paid rent for that month, you will need to pay rent for 9 days. We will only take cash or money order in these circumstances.

C. SELLING HOME AND NEW OWNER REMAINING AT ROUTE W VILLAGE

1. A tenant planning to sell a home within the community must follow rules and regulations.

2. **Management must approve your buyer in advance if they plan to remain tenants at Route W Village.** We do not allow rented units in our mobile home court. Rent on the lot continues until the tenant sells the home and the contract is signed.

3. **New owner accepts and completes items #1 A-C** (see pgs. 3-4) **of this Route W Mobile Home Court rules and regulations.**

4. A copy of the sales contract and Bill of Sale or Title to the manufactured home along with the current name, address and phone number of all lien holders must be furnished to Management as soon as it becomes available to the new resident.

5. Sellers **must** immediately notify Management of their new correct home address, home, cell and work phone numbers and any other changes.

6. The titleholder(s), lien holder(s) or any party who acquires title or possession of the home will be responsible for all past, present or future obligations to the Park. If rent is in arrears from prior tenant, you will owe their rent. Call management before you purchase.

D. SELLING HOME AND NEW OWNERS REMOVING HOME FROM ROUTE W VILLAGE

When removing a MH out of Route W, you / new owners must do the following:

1. Provide a 30-day written notice by filling out a **MOVE OUT form** you may obtain from management. **THIS IS MANDATORY**.

2. A home may **NOT** be removed unless all rentals and other charges have been paid in full and are current.

3. Provide at least 48 hours written notice of the mover arriving in the Park.

4. Skirting is not to be removed more than 24 hours prior to the home vacating the premises.

5. Upon the unit vacating the lot, **the security deposit will NOT be refunded. A**ll rents have been paid, the lot is in a clean orderly condition, the grass has been mowed and the sewer and the water line connections have not been damaged. (all clean up must be done within 24 hours of removing trailer).

When a tenant **moves out** of our mobile home court, a prorated refund (if any advance payments were made) will be made up through the 10th of the month. **No refund will be made after the 10th of the month.** If you move out on the 9th day of the month for example and have not paid rent for that month, you will need to pay rent for 9 days. We will only take cash or money order in these circumstances.

19. TENANT ACKNOWLEDGEMENT AND AGREEMENT of the Rules and Regulations of the Community:

Tenant Acknowledgement and Agreement is part of your lease. Which you must sign. This states you have read and understand the Rules and regulations of the community and will abide by them. If you do not, your lease can be terminated and eviction follows.

BREACH OF LEASE: If there is any breach in the signed lease/contract or violation of any rules and regulations by the tenants thereof, tenants are responsible for all rents in arrears and any reasonable attorney and court fees. All attorney fees related to this termination or Eviction will be the tenant's responsibility.

ROUTE W MOBILE HOME COURT, LLC
ROUTE W VILLAGE
P.O. Box 2112
CAPE GIRARDEAU, MO 63702-2112

Tenant's Acknowledgement and Agreement of Rules and Regulations of our community:

I have read and agree to abide by the rules and regulations of Route "W" Mobile Home Court, LLC & Route W Village.

SIGNATURE: _____

NAME (PRINTED): _____

DATE: _____

LOT NUMBER: _____

MOBILE HOME FINANCED BY:

_____

EMAIL: _____

CELL NUMBER: _____

. **BREACH OF LEASE**: If there is any breach in the signed lease/contract or violation of any rules and regulations by the tenants thereof, tenants are responsible for all rents in arrears and any reasonable attorney and court fees. No home may be moved out of Route W until all past rents and fee of any sort have been paid in full.

20. MONETARY ($) FINES FOR NOT OBEYING THE RULES AND REGULATIONS OF THE COMMUNITY

YOU ARE HEREBY NOTIFIED of the following institution of fines (these fines apply to all residents of the Community)

A. BURNING: (see section 11. Pg. 12-13)

- First offense – Burning of trash, cardboard, debris, yard clippings etc. - $100.00
- Second offense – $200.00
- Third offense – $1,000.00 & The Burn Pit will be removed from our property via tractor

B. DOG OFF LEASH OR ON TETHER (section 12. Pg. 13-14)

- First offense - $100.00 per dog
- Second offense - $200.00 per dog
- Third offense - $1,000.00 per dog
- Dog will be apprehended, taken to the pound and eviction will commence.

C. **NOT CLEANING UP DOG FECES (sec. 12 pg. 13-14)**

- First Offense - $100.00/ dog
- Second Offense - $200.00/dog
- Third Offense - $1000.00/dog and eviction

D. MESSY YARD/PORCH/HOME (sec. 6. Pg. 8-9)

- First notice – Must be cleaned up within 10 days of notice
- Second notice - $500.00 fine
- Third notice – Eviction

E. IF a Written NOTICE is sent to a Tenant by management asking them to correct a violation of any of the rules and regulations and the Tenant chooses to ignore managements request and continues the violation…. $1000.00 fine will be charged to the tenant. If the violation is still not corrected, eviction will result. All attorney fees, court fees etc. will be the responsibility of the tenant.

21. SQUATTERS – (Mobile home MH or RV occupants) (see page 5 G.)

- **Anyone living at Route W who is NOT paying rent per their lease is considered a squatter.**
- **Anyone living at Route W without a proper current lease is considered a squatter.**
- **Squatters will be given notice to vacate in addition to pay all past & current rents. If they refuse, they will be evicted, which requires a lawyer. All lawyers' fees will be paid by the squatter.**
- **Anyone still residing in a MH or RV after given notice by management will owe $1,000.00 per month which is charged out on the 1st of the month. RV's will be moved by management on the 10th of the month. MH owners still residing on our premises will be evicted and all lawyer fees to do so will responsibility of tenants. This goes for RV and MH tenants.**
- **The RV or MH may be sold or removed from the property ONLY after all back rents, fines, attorney fees etc. have been paid in full.**
- **No MH or RV may be moved from the community until management allows it to be moved and all back rent/fines/fees have been paid.**
- **Notice must be given of the removal.**
- **Licensed Movers must contact management to arrange and sign paperwork for the home to move.**
- **ALL back rents, fines, fees, must be paid in full before the home may be moved.**

22. TERMINATION OF LEASE & EVICTIONS

A. A Termination of a lease occurs when Route W Management chooses to terminate a tenant's lease. Usually this occurs because a tenant is not following the rules and regulations of the community or has broken multiple rules of the community. The process involves a written letter to tenant giving them a certain amount of time to correct the issue. If they choose not to correct it, then a FINE may occur. If they still don't correct the issue, then termination results. If the tenant chooses to move by the designated time, and no Attorney is required, it is a simple process.

B. Evictions occur when tenants choose to willfully NOT follow the termination process stated above : A tenant willfully breaches a lease and refuses to leave by a designated time. An Attorney is then required which is very expensive for the tenant. All attorney fees, court fees etc. is the responsibility of the tenant Per the Lease and Rules and Regula

23. RV's (Recreational Vehicles)-

A. RV potential tenants must apply on our website. Routewvillage.com

B. We require the following items from potential tenants:

a. a **photo of your unit all 4 sides** before we approve you and the RV. NO pop-up campers are allowed. Please submit photos when filling out the application. If you have problems doing that, then text photos to 573-803-1166.
b. Proof of income - $2000.00 per month income or proof of net assets that you can afford to live at Route W.
c. Photo ID's of anyone over the age of 18.
d. Picture of any pets – upload at the same time as other items above.
e. Emails of anyone over the age of 18 as they will also have to sign the lease.

C. All tenants must abide by all rules and regulations of the community and must read the rules and regulations of the community – it is part of your lease. When you sign your lease you are agreeing that you will abide by the rules of the community.

D. RV lots are located on E & F Street and various other locations within the community. (please see map on website)
a. Lots # 125-130
b. Lots # 145-150
c. Lots # 88- 92

E. Lease rates for all RV's are posted on the website: **routewvillage.com Rent is due 1st of each month and must be paid on the 1st.**

F. **There is NO Grace period with RV's. If rent not paid in full on the 1st of each month on the 2nd a late fee of $40.00 per day is charged out every day thereafter until paid in full. At this point you are considered a squatter and all squatters leases will be terminated immediately if rent is not paid in full. (See squatter**

page 26) All lawyer fees will be responsibility of squatter.

G. **All RV leases are long-term … 1-month or longer**. Payment must be made online through your tenant web access.

H. Lease rates are based on the following:

a. All-inclusive minus ONE.

1. We provide *water, sewer, trash & mow for you.
2. We provide electric up to 600 kWh – anything over 600 kWh is billed back to you at 18 cents/kWh.
3. *We provide water up to $50.00 per month. Anything over the $50.00 is tenant's responsibility and tenant will be billed.

b. **Minus ONE is internet/cable which you must secure yourselves**. You will need to call your provider if you do not have one already. Charter/Spectrum is run throughout the community. Their number is: 866-874-2389

I. Please give 1-weeks' notice of arrival or departure.

J. Route W Village **may terminate your RV lease immediately** if you do not follow the rules and regulations of the community stated within this document and on your lease.

K. Once approved by management, your lease is signed, you've paid lot deposit and first month's rent you are free to move in.

L. **REMINDER** – RV lot rent is due on the 1st of each month. We do not tolerate late rent on RV's. Late fees begin on 2nd and if not paid by then you are considered a squatter. Termination of your lease happens immediately if you have not paid on time including late fees. All utility hook ups will be locked and you will be required to leave. Lawyer fees related to removing you from our private property will be the tenant/squatters responsibility and we will prosecute.

Contact management when you arrive in the Community. 573-803-1166

23. “W” SELF-STORAGE FACILITY

“W” Self - Storage
Route W VILLAGE
2800 North Street
Cape Girardeau, MO 63701
Phone: 706.289.1901 or Phone: 573.803.1166

Name: _____

Address: _____

Cell Phone #: _____ Work Phone #: _____

Email Address:_____

Date lease was signed: _____

1st date of Occupancy: _____

Unit Size: 5 x 12 ($30.00) or 10 x 24 ($75.00) (circle) (Deposit equal to one month's rent.)

Unit #: _____ Deposit: _____ Monthly Rate: _____

(All storage rent is due on the 1st of each month. $2.00 late fee per day, if not received by the 1st.)

Type of Lease: Monthly _____ Yearly _____

Method of Payment: *Money Order _____*Check_____

***Please make checks and money orders out to: “W” Self Storage**

Route W Mobile Home Court, LLC is the owner of “W” Self-Storage .

This lease Agreement was made and entered into on _____ day of_____(month) between “W” Self-Storage referred to as “Manager”

and _____ (name)

of _____ (address) referred to as “Occupant”.

_____ _____
Occupant Date

_____ _____
Manager Date

Agreement with - "W" Self-Storage

A. RENTAL UNIT SIZES:

5 x 12 ($30.00 per month) or 10 x 24 ($75.00 per month)

Manager rents and leases to Occupant and Occupant hires and leases from Manager, Storage located at the premises of The "W" Self-Storage, address is: 2800 North Street, Cape Girardeau, MO 63701. The term and the rental provided for in this lease agreement. The Occupant agrees that the relationship between the Manager and the Occupant created by this Lease agreement is that of Manager and Occupant and not that of bailor and bailee.

B. RENT

The monthly real for the space hired by Occupant shall be either $30.00 or $75.00 per month. Payable on the 1st of each month. There will be no refund on any monthly rental for a Lease Agreement terminated before the end of the month. Occupants' failure to pay the rental on or before the 1st day of the month shall cause a $2.00 per day late charge added to the rental due beginning on the 2nd of each month. Lease agreement begins on the 1st of month – if lease begins on 11th of month or after – rent will be pro-rated by the day.

C. SECURITY DEPOSIT

In addition to the rental provided for in this Lease Agreement - a security deposit of one month's rent is required. This will be reimbursed to the Occupant if the unit is cleared out of all belongings and swept clean.

D. TERM

This Lease Agreement shall be for a term of month to month. Unless Manager or Occupant gives 10 days' written notice of the intention to terminate this Lease Agreement by either Manager or Occupant or by mutual agreement of the parties or by the failure of Occupant to pay the rent when due and payable.

E. ALTERATIONS/ MAINTENANCE -

Occupant shall not make or allow any alterations to the premises. Occupant shall keep and maintain the premises in a clean and sanitary

condition and shall not permit the accumulation of rubbish, liquid waste, or refuse on the premises. Occupant shall not store any live animals, explosives, gasoline or other flammable materials on the premises, and shall, at the termination of this Lease Agreement, leave the premises in clean condition, including but not limited to sweeping out the floor of the unit. If upon termination, the unit is not properly cleaned pursuant to terms of this lease, the Occupant shall forfeit all of said deposit to pay Manager for cleaning services. The Manager shall have sole discretion in determining the amount owed for any cleaning services performed.

F. USE

Occupant shall use the premises only for the storage of goods or commodities stored for any lawful purpose and in the possession of Occupant through lawful means. Occupants expressly shall not have the right to store any items that Occupant possesses illegally or which are items that are unlawful to be possessed by Occupant, nor shall Occupant store any flammable, explosive or dangerous materials or Illegal drugs on the premises. Further, Occupant agrees that Occupant shall not maintain any business, operate machinery, or use the premises for any commercial, industrial, or retail or wholesale sales or promotional efforts, or as a manufacturing or distributing facility. The premises are intended for the exclusive use of the storage of property owned or lawfully in the possession of Occupant.

G. INTERFERENCE

Occupant's use of the unit shall in no way interfere with the use by any other party or any portion of the premises other than the unit leased by Occupant. Occupant shall not make, or allow to be made, any unlawful, improper, or offensive use of the unit. Occupant shall not place any item or material on the premises outside the unit lease by Occupant, but all property of Occupant shall at all times be located in the Occupant's leased unit. Occupant shall keep the storage unit locked at all times, except when in use.

H. NO DUMPING

Occupant shall not leave debris, garbage, refuse or unwanted items or any other type of waste in and around the Space/Unit or Premises. A dumpster is provided for trash or debris. Unwanted large items left will require us to charge you a service charge for dumping.

I. DEFAULT; ABANDONMENT

If Occupant shall remove or attempt to remove any goods or property from leased unit without first having paid all rent and other charges which may become due during the term of this Lease Agreement, or if Occupant fails to pay rent when due on the 1st of the month as provided in this agreement, or if Occupant fails to remove all of his/her goods and property located in the leased unit upon his/her termination of the Lease Agreement, then upon any of such events, all goods and property of the Occupant shall be considered abandoned, and Manager shall have the right to sell the goods and personal property pursuant to the power of sale granted below to the Manager.

J. DEFAULT; TERMINATION; RE-ENTRY

If the Occupant fails to pay the rent when due or fails for a period of 10 days to remedy any other breach, then Manager, at its option, may immediately terminate this Lease Agreement, re-enter the unit, take possession of the goods and property located in the unit, apply the last month's deposit as payment of rent and place an additional lock or locks at the Occupant's cost on the unit. Manager shall have no obligation to lease the unit to another Occupant unless and until all sums owed to Manager under this lease are paid in full. Occupant waives any claim for damages by reason of entry by Manager into the unit or by reason of Manager placing additional locks on the unit or removing the Occupant's lock from the door.

K. POWER OF SALE

If the Occupant fails to pay the rent due under this agreement, abandons the property as that term is defined above in Section I, or fails for a period of 10 days to remedy any other beach under this lease, then Manager may treat any of such acts as a termination of the Lease Agreement. In such case Manger may, after reentering the unit, and taking possession of the goods and property located in the unit sell the same at private sale in block or in parcel upon giving the Occupant 15 days' notice by registered or certified mail addressed to the Occupant's address shown above or in person. The sale shall be at the Manager's premises and the Occupant shall have the right to bid on and purchase. The sale shall be private, for cash, and the Occupant by this instrument constitute and appoints the Manager his/her agent and attorney- in- fact to make such sale and conveyance, divesting the Occupant of all rights, title or equity that Occupant may have in and to the property and vesting the same in the purchaser or purchases at such sale, and all of the acts of the attorney-in-fact are by this Lease Agreement ratified and confirmed. The proceeds of the

sale shall be applied first to the payment of all sums due the Manager, including reasonable costs of conducting and advertising the sale, and including Manager's reasonable attorney's fees connected with the sale. The remainder of the proceeds, if any, shall be paid to the Occupant.

L. WARRANTY OF OWNERSHIP OF PROPERTY

Occupant warrants that all goods and personal property to be placed by Occupant in the Occupant's leased unit shall be Occupant's own property and shall be subject to levy and sale by the Manager.

M. LIABILITY / INSURANCE

1. This Lease Agreement is made under the express condition that the Manager shall be free from all liability and claims for damages by reason of injuries of any kind to any persons, including Occupant, or any property of any kind, regardless of who owns the property, including Occupant, from any cause or causes while in, upon, or in any way connected with the premises, during the term of this Lease Agreement or any extension of this Lease Agreement or any occupant under this Lease Agreement.

2. Occupant agrees to hold Manager harmless from any liability, loss, cost or obligation on account of or arising out of any such injuries or losses however occurring.

3. Occupant shall, at Occupant's sole expense, maintain insurance on the property stored in and on the premises. Manager shall NOT be responsible for theft or damage, if any, to such property caused by fire, water, or from any cause. Manager shall have the right to enter into and upon the premises at reasonable times for the purpose of inspecting the condition of the premises. In the event of any loss to the room or its contents, Occupant shall look solely to his/her insurance coverage, if any, and shall make no claim against Manager.

N. ASSIGNMENT/SUBLETTING

Occupant shall NOT assign this Lease Agreement, or sublet the unit or any portion of the leased unit. Eviction will result.

O .INDEMNIFICATION

Occupant agrees to indemnify Manager against each claim, demand or cause of action that may be against Manager by reason or in any way

arising out of Occupant's lease and use of the unit. Manager shall have the right to enter the unit when deemed necessary by Manager for inspection or to protect the premises. Such indemnity shall extend to but not be limited to any damage caused to the unit, the other units located on the premises, property of other parties which is located on the premises, and injury to Manager, other Occupants or any other party who may be on the premises.

P. OCCUPANTS DAMAGE OR INJURY

Manager shall have no liability for or on account of any damage to any property of Occupant or injury to Occupant or for or on account of the destruction of any property in the unit. Occupant releases Manager from all responsibility in connection with Occupant and Occupant's property and acknowledges that Occupant's use of the unit shall be solely at Occupant's risk. In the event of any loss to the unit or its contents, Occupant shall look solely to his/her insurance coverage, if any, and shall make no claim against Manager.

Q. GOVERNING LAW

It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri and venue shall only be proper in Cape Girardeau County, Missouri.

R. EFFECT OF PARTIAL INVALIDITY

The invalidity of any part of this Lease Agreement will not and shall not be deemed to effect the validity of any other part. In the event that any provision of this Lease Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

S. WAIVERS

Waiver by Manager of any breach of any covenant or duty of Occupant under this Lease Agreement is not a waiver of breach of any other covenant or duty of Occupant, or of any subsequent breach of the same covenant or duty.

T. WAIVER OF JURY TRIAL

The parties hereto do each waive their right to trial by jury for any claim assessed as a result of this Agreement.

U. CASUALTY

If the premises are damaged by fire or other casualty during the term of this Lease Agreement, so that the premises are rendered unable to rent, then either Manager or Occupant may cancel this Lease Agreement by written notice delivered to the other. On such cancellation, rent shall be paid only to the date of the fire or casualty, and Occupant in possession of the premises shall be held harmless by Manager for damage to the premises occasioned by the fire or casualty

V. REMEDIES OF MANAGER CUMULATIVE

The remedies given to Manager in this Lease Agreement shall be cumulative, and the exercise of any one remedy by Manager shall not be to the exclusion of any other remedy.

W. ATTORNEY FEES

If any action is instituted to enforce any covenant contained in this Lease Agreement or to recover any rent due or to recover possession of the premises for any default or breach of the Lease Agreement by Occupant, then Occupant shall pay such reasonable attorney fees as may be determined by the court.

X. COUNTERPARTS

This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

In witness, each party to this Agreement has caused it to be executed at Route W Storage Facility, on the date indicated below.

Y. NO ORAL AGREEMENTS

This agreement encompasses the entire agreement between Manager and Occupant and NO oral agreements shall be of any effect whatsoever. Occupant agrees that Occupant is not relying, and will not rely, upon any oral representation made by Manager, or by any of Manager's agents or employees purporting to modify or add to this Agreement in any way whatsoever.

Z. NOTICES

All notice required or permitted by law or required by this Agreement may be sent to Occupant at the address set forth above. Occupant shall be required to give notice of change of address to Manager in writing at the premises. Notice of change of address of Occupant shall not become effective until acknowledged in writing by Manager.