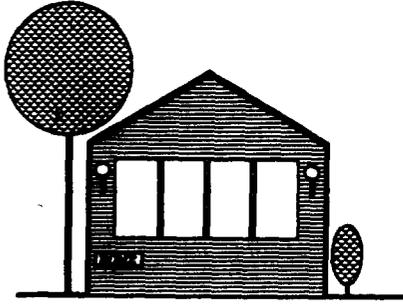


MASS MAILING

The attached document is part of a mass mailing received in Docket Nos. 96-83 and 95-59. The following list specifies the names of the parties filing formal comments (ex parte presentations). The number of identical documents as specified in the File Number/City, St. field have been received by the Commission on this same date. You may contact an information technician in the Public Reference Room, Room 239 or 230 to view the documents.

Docket Number	Receipt/Adopted/Issued	Name of Applicant
95-59	7/25/96	Arbor Place
95-59	7/25/96	Breslyn House
95-59	7/25/96	Paddock Club Apartments
95-59	7/25/96	Richardson Highlands
95-59	7/25/96	Roxbury Park, Inc.

TOTAL: 5



RECEIVED

JUL 25 1996

EX PARTE OR LATE FILED

FCC MAIL ROOM
Roxbury Park, Inc.

403 Post Road / Goshen, IN 46526 / (219) 533-9916

July 16, 1996

Mr. William F. Caton, Acting Secretary
Federal Communications Commission
1919 "M" Street NW, Room 222
Washington, DC 20554

Re: Restrictions on "Over-The-Air Reception Devices", CS Docket #96-83 and "Preemption of Local Zoning Regulation of Satellite Earth Stations", IB Docket #95-59

Dear Mr. Caton,

I am writing to request clarification regarding the possible effects on our business of the rules proposed in the above dockets. An original and thirteen copies of this letter are enclosed for filing in the record. I understand that the proposed rules would invalidate "nongovernmental restrictions" that "impair" a viewer's ability to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Roxbury Park, Inc., operates a manufactured housing community consisting of almost four hundred (400) lot spaces. We have entered into a land lease agreement with each of our residents. I am concerned that these lease agreements might contain terms that would be considered "nongovernmental restrictions" that "impair" viewing, but do not know how the proposed rules would be applied. This uncertainty could very well create unnecessary disputes with our residents.

Currently we restrict the addition or erection of all exterior structures, including antennas and satellite dishes, to some basic standards. These standards include location, size, appearance, safety and zoning considerations. We reserve the right to require a resident to obtain permission from the management prior to such activity. If other local codes apply, those can be applied through this process. This has helped our community to remain one of the cleanest and most desired communities in our area.

We have recently decided to allow the DSS style dishes if they do not exceed eighteen inches (18") in diameter, but still reserve to right to restrict the placement of these to a location approved by management. I understand that the proposed rule change would allow larger dishes to be placed wherever the resident desires, even if that would create a safety or appearance problem.

We do not restrict a resident from any interior placement of antennas, etc. I feel that the existing ruling that allows the local zoning boards to set standards of antennae or dish placement, as well as giving private property landlords discretion in what is allowed on their property (and where it should be located), is adequate.

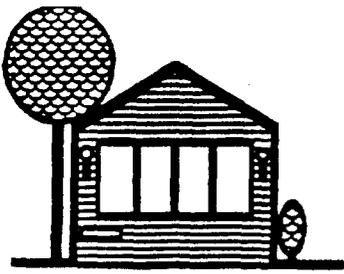
I would appreciate your consideration in this matter, as well as your guidance in determining which provisions of our lease contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules you propose. I am enclosing a copy of our lease for that purpose. Please let me know which terms would violate either of the proposed rules. Thank you.

No. of Copies rec'd at 13
List ABCDE

Sincerely,

Harry W. Goodman
Harry W. Goodman,
Manager

encl:
cc:



RULES, REGULATIONS, AND COVENANTS

Roxbury Park, Inc. / 403 Post Road / Goshen, IN 46526

Welcome to Roxbury Park! Our "Rules and Regulations" were written for your general welfare, safety and enjoyment of our pleasant living environment. Our management staff is trained to administer our rules fairly to all residents. To attain a truly beautiful and pleasant community we request your compliance with these rules and regulations.

I. ENTRANCE AND SET-UP REQUIREMENTS

A. Resident Entrance Requirements:

1. A formal application must be submitted with a non-refundable fee of \$20.00. Park approval is needed before any sale is completed.
2. Upon approval, a security deposit equal to one month's rent must be submitted when a lot is assigned. This security deposit is refundable upon the resident meeting all requirements of exiting the park, except in such cases as tenant is requested to vacate. (See "Termination of Rental Agreement".) Deposit must be paid before a buyer occupies an existing home.
3. Both the buyer and owner (if different) must read and sign the "Rules..." of the Park. All persons of legal age registered as residents of a home must sign their acknowledgement and acceptance of the "Rules..." before moving into the Park. This becomes the lease agreement between the resident and the Park. No postal box key will be issued until this has been done.

B. Mobile Home Requirements:

1. Home must not be more than five years old at time of entrance, unless specific approval is given by the Board.
2. Home must be a minimum of 14' x 60' for single-wides, and 24' x 40' for double-wides.
3. Furnace must be either natural gas or electric. (No bottled gas.)
4. Must have standard I-beam or box beam frame.
5. Must carry the MHMA seal.
6. Must be neat, attractive and in good repair.
7. Must be equipped with an outside faucet.
8. Must be equipped with an operable smoke detection/alarm device.

C. Set-up Requirements:

1. Regardless of who sets up home, the hitch, wheels, and running lights must be removed immediately. Home must be skirted with approved skirting within 15 days. (Existing homes may have to be re-skirted or brought up to current Park standards.)
2. Resident will supply three-foot (3') flexline for natural gas hook-up.
3. All mobile homes shall be set at a height of 22" to 26" from ground to underside of home. Proper connection must be maintained to ground anchors installed in compliance with state code. (4 per side.)
4. Front steps must be enclosed and solid (fiberglass, wood, or concrete). Wire steps are allowable on the rear of the home. Piled cement blocks cannot be used at either front or back.

5. All areas must be promptly cleaned up following the installation of the home.
6. The lot number shall serve as the street number and must be prominently displayed on the front left side of the home facing the street. These numbers may be placed either vertically or horizontally, but should have a number height of 3". (We recommend the reflective type.) This street address will serve as identification for police and fire protection and aid in package delivery to your home, but will not serve as the mailing address since all mail will be picked up at the assigned box number in the lobby of the community building.
7. The homeowner shall be responsible for establishing utility service for gas and electric (NIPSCO) and any telephone (GTE) or cable (Heritage Cable) service they desire. The Park shall supply city water and sewer service to the point of ground level and such service and supply shall be included in the monthly rent charge.
8. The homeowner shall be responsible for obtaining an electrical hook-up inspection by the Goshen Building Dept. (Either the homeowner or a licensed electrician may do the actual hook-up.)
9. Any "expando" or "tip-out" portion of a home must be set either on a third runner (home-owner's expense) or pre-formed slabs no smaller than 24" x 24" to provide adequate weight dispersement.

II. RENTAL CONDITIONS

A. The space leased is to be used only for private mobile home resident purposes. All mobile home spaces will remain under direct control of management and shall not violate any ordinance, statute, regulation, rule or state law pertaining to the use and occupation of said premises.

B. There is a limit of one family unit per home comprised of not more than two adults and two children. Any exceptions must have written permission from management. Parents, guardians, babysitters or other designated caretakers are responsible for supervision of their children at all times. Failure to do so can result in eviction. No additional persons, other than registered residents, are to reside in any mobile home. "Guests" are defined as transient occupants of a home abiding there at the invitation of the owners thereof. All owners having guests over forty-eight (48) hours must notify management in writing. Owners with guests staying more than fourteen (14) days will be subject to an additional \$10.00 per month charge. Residents shall be responsible for the conduct of their guests both inside and outside their home. (Residents must accompany guests to recreational facilities of the Park.) Any physical damage to Park facilities or violations of Park rules incurred by either children or guests of any resident will be charged to the resident.

C. Residents shall not assign or sublet the leased premises, or any part thereof, without the written consent of management. Any "land contract" agreements between private parties must be approved by management. A copy of the agreement must be submitted to the Park office. (See "If You Sell Your Home", Sec. VI., Paragraph B)

D. Rentals are on a month-to-month basis, and include city water and sewer, and trash removal. Residents shall start responsibility for rent when home is ready for utilities (new home) or upon closing (purchasing an existing home) and pay the first month's rent "up-front". Monthly rental is \$_____ per month for single-wide lots, and \$_____ for double-wide lots or lake-front lots. Rents are due and payable, without deduction or demand, the first (1st) of each month. If payment is not received by the sixth (6th) of the month, a late fee of \$2.00 per day will be charged retroactive to

the due date. Payment is to be made by check or money order to "Roxbury Park" and delivered in person, mailed, or dropped in the office mail slot. Any check returned to the Park marked "NSF" shall be subject to a **\$20.00 surcharge** and held for ten (10) days. Resident shall make arrangements to make funds available to cover the amount of the check plus the surcharge during these ten (10) days. Additional late charges may continue to accrue until satisfactory payment is made. Remember, it is against the law to pass bad checks! (IN Code Ann. 35-43-5-5, a Class A misdemeanor.) Checks that come back marked "NSF" twice will be turned over to the authorities.

E. If you know you cannot pay your rent by the sixth of the month, you must give the Manager a written note before the first of the month stating the reason and when you expect to be able to pay. With his approval, the late fees will be waived. If you do not pay by the date set, the daily late fee will be charged. This option can only be exercised twice within a twelve (12) month period.

F. Residents are responsible for their gas, water and sewer lines from the ground up. Homes should be equipped with a UL listed and approved electric heat tape in proper working condition to prevent freeze-ups. Homeowner's assume all responsibility and liability for any heat-tape installed on any pipe above ground. (Service calls by the Park to thaw frozen pipes may be subject to a service charge.) Residents must supply a grounded extension cord to power the heat rod the Park provides in the water supply hydrant. Damage to the Park's equipment which is a result of not having this heat rod plugged in may result in a charge for replacement. Residents should take care in handling heat rods as they are easily bent. Unnecessary damage to the heat rod may be charged **(\$15.00)** to the resident. It is important that the home does not have any dripping faucets as this is both costly and may freeze sewer drain pipes between home and ground.

G. Responsibility of electric service lines shall be divided as follows: NIPSCO (to the meter), the Park (from meter riser to home's service entrance), and the resident (main breaker in home and onward).

H. Residents shall allow Park management to enter the rental space at all reasonable times for the purpose of inspecting, maintaining, or making repairs, alterations, or additions to any portion of said space. This includes the erection of such scaffolding, canopies, fences, props, as may be required, without any rebate of rent and without any liability to residents for any loss of occupation or quiet enjoyment thereby occasioned.

I. Management reserves the right to increase lot rents. However, residents shall receive a notice of such increase at least thirty (30) days before it is to go into effect.

III. PROPERTY APPEARANCE

A. Awnings, storage sheds, screens, skirtings, decks, carports, fences and other improvements must comply with zoning regulations. Residents must give written notice of all intended improvements to management, and receive permission before project may be erected or installed in the Park.

B. Storage sheds:

1. Management must approve location. Shed cannot be placed on patio, and must not be closer than three feet (3') to home.
2. Must not be smaller than 8' x 8', larger than 10' x 12', or be greater in height than the eaves of the home.
3. Sheds must be constructed of wood and be professionally built or built from a kit specifically designed for a storage shed from an approved supplier. Sheds must be painted or stained to match the home.

4. Shed must be anchored (if smaller than 8' x 10'), and must have a floor of wood (raised off the ground) or concrete. We recommend animal proof screening be placed around the base of sheds to prevent breeding areas for animals and rodents.
5. Two weeks are allowed to complete the installation of a new shed, including paint or stain.
6. Sheds must be maintained at all times... repairing hinges, shingles, or repainting as needed.
7. Any sheds placed by owners not complying to these rules will have to be removed from the Park.

C. Decks:

1. All decks must be approved by management for location and size prior to their installation.
2. Decks must be treated to remain natural wood color or stained to match the home.
3. Decks must be skirted to match the home or with lattice-work style wood panels. Items may be stored under decks if a hinged door or removable panel is provided away from street-side and items cannot be seen.

D. No outside clothes lines are permitted, nor are clothes to be draped over railing.

E. Window airconditioners must be braced to the home with metal angle braces or chain braces. No wooden bracing or bracing to the ground or cement work will be allowed. Central air units must be kept free of debris and well painted.

F. No opaque insulation shall be used to cover windows during the winter. Window dressings should consist of drapes and/or blinds, i.e. do not use bedsheets, etc.

G. Written permission must be obtained for outside antennas. Existing outside TV antennas may only be located on the rear of the home and may be no higher than six feet (6') above the home. CB antennas must be the whip style and must be placed at the rear of the home reaching a height of no more than thirty-five feet (35').

H. Boats, motorhomes, campers, trailers and wagons may be stored inside the locked RV storage area across from the office. There is no charge for this service, but a registration form must be signed to obtain a key to enter this area. You may sign for a key to the RV area with a **\$25.00 deposit** and are responsible for it's safe-keeping.

I. Long-term storage of bicycles, toys, lawn furniture, etc. should be inside a shed, and must be neatly placed close to the home when not in use (not all over the yard).

J No unlicensed or inoperable cars or motorcycles are to be left in the Park. Such vehicles may be towed at the owner's expense. "Inoperable" shall be defined as:

1. Vehicle has no valid license plate or registration properly displayed.
2. Has not been moved for longer than two months or is unable to start.
3. Visible signs of disrepair i.e. flat tire(s), dropped exhaust, oil leaks, etc.
4. Is being used as storage space.

Vehicles stored for winter should be covered by awning or car cover and office notified.

K. Management encourages planting of shrubs and trees. However, prior to any digging consult manager for approval of location to avoid broken underground wires (repairable at tenants expense). Plants, shrubs, etc., should be kept away from street to allow room for street maintenance and snow plowing. The Park will not assume liability for plants or shrubs damaged through normal maintenance or snow plowing operations. Trees should not be planted in front of the home where they could impair removal of the home. Gardens are acceptable at the rear of the property but must be kept weeded and otherwise maintained at all times.

L. Mowing and trimming should be done at least weekly during the growing season. Grass clippings are not to be dumped into the lake as nitrogen promotes algae. If maintenance of lawn, trees, and shrubs is not performed, the Park shall cause the same to be performed without notice and charge resident for the cost and expense.

A schedule of fees will be followed:

1. **\$15.00** for mowing the first time.
2. **\$15.00 plus \$5.00** for second mowing.
3. **\$15.00 plus \$10.00** for third mowing, etc.
4. An additional **\$10.00** (per time) for trim-work done, if needed.

M. Garbage, trash and other refuse is to be placed in metal or plastic covered trash containers with plastic liners and kept in storage shed or at rear of home. (This includes aluminum or other re-cyclable items.) On trash pick-up day (or the night before), garbage may be placed at curbside for removal. All bags are to be tied securely. Garbage pick-up service is at no extra charge to the tenant.

N. Homes damaged by fire, windstorm, accident, etc. are to be repaired or removed within seven (7) days.

O. Annual removal of weeds from cracks in driveways or sidewalks is the responsibility of the tenant. Snow removal from driveways and sidewalks is the responsibility of the tenant. (Snow removal is provided by the Park on the street only.)

P. An inspection will be made at least once a year. Each resident will receive an inspection report stating any maintenance or repairs needing done. A fine may be imposed if items are not finished within time-frame given unless an extension has been agreed to by the Manager.

Q. Fence construction must be cleared with the office before installation. Galvanized chain-link; stretched galvanized or vinyl coated wire over treated wood 4x4 posts; solid wood privacy fencing; or split-rail decorative types are the only types allowed. "Chicken" wire and/or T-post fencing are not allowable. The height shall not exceed six (6') feet or the placement of fencing interfere with access to utility easements. No fence shall be allowed to extend closer to the street than even with the front of the home, except split-rail which shall not be closer than eight (8') feet to the street. Gates may be latchable but not locked.

Residents will maintain their lot in good repair at their expense at all times, and waive any and all rights to have any improvements or repairs made at the Park's expense.

IV. GENERAL PARK RULES

A. The Community Building's hospitality room may be reserved by any resident on a first-come first-served basis. Arrangements may be made with the Manager. A **\$50.00 deposit** shall be collected when a key is issued. Upon return of the key and a clean, damage-free inspection, the deposit shall be returned.

B. A storm shelter is provided in the basement of the Community Building. Four (4) responsible families, along with the Manager, shall have keys to the shelter which will be open when necessary.

C. **The lake is for residents only.** Non-residents and unaccompanied guests will be asked to leave the area. A twenty-five foot (25') right-of-way around the perimeter of the lake is reserved as part of the "commons" area. Fishing is permitted, except during spawning and laying season, with the following size limits:

Bluegill: No restrictions.

Bass: 14" and over. Limit 1 per day. Return all others to water alive.

Catfish: 12" and over. Limit 2 per day. Return all others to water alive.

Non-motorized boats (i.e. canoes, sailboats, rafts, rubber dingys, etc.) are permitted on the lake but must not be left at the lake or stored outside on your lot when not in use. (Life preservers are required by state law.) No parking of bicycles, motorbikes, motorcycles, cars or trucks is permitted on the lakefront, or on grassy commons areas under any circumstances. Vehicles needing to gain access to the lake must receive the Manager's permission and instruction. Any posted beach rules must be followed, and all trash put in proper containers. Glassware especially is not permitted around the lake or in the common areas. No outside fires other than in the provided barbeque grills are permitted. Small children should be accompanied by a parent or other adult. The Park does not assume responsibility for swimmers and all swimming is at the resident's own risk.

D. No door-to-door peddling, soliciting, or any form of commercial enterprise will be permitted except for approved school fund-raising drives. With management's approval, worthy charitable fund-raising causes may display an announcement of such cause with a phone number on the bulletin board in the community building. No auctions, garage sales, or "moving" sales will be permitted on resident's homesites. Individual items may be advertised on the community bulletin board.

E. Pets:

1. Written permission is required before obtaining a pet other than those contained in an aquarium or indoor cage. (Ex: hamster, bird, etc.) Manager must approve pet before it is moved into the park. Anyone acquiring a pet without approval may be asked to remove the pet from the Park immediately, or pay a substantial fee.
2. Only one pet per household. Any exceptions must have written approval of the manager.
3. All pets must be indoor types. Indiana law requires all pets to be on a leash when outside of home. Pet owners are responsible to pick-up droppings left by their pets on a regular basis. Carry a bag or newspaper when walking your dog to pick up any droppings from commons areas. Pets are not to be in other people yards without their permission.
4. Mature size of pet is not to exceed fourteen (14) inches at the shoulder.
5. Pets are required to have an ID tag. Applications for these tags are available at the office. The cost is \$2.00 which is non-refundable. In addition, there is a \$10.00 monthly pet fee. Failure to get approval and pay the fee may cause you to be liable for a fee retroactive up to twelve (12) months.
6. Owner must be at home if pet is chained outside.
7. No dog house structures are allowed to be erected or remain on any space. Skirting is to be left in place at all times.
8. Any damage, i.e. digging of holes, etc. caused by a resident's pet must be corrected by the resident, and becomes the responsibility thereof.
9. The Park will not assume responsibility for untagged or unclaimed animals which will be taken to the Humane Shelter.

An order to remove your pet from the Park may be issued if three violations or justifiable complaints from neighbors are recorded.

F. Vehicles:

1. **Speed limit in the Park is 20 m.p.h.** Motorcycles must idle when going in or out of the Park. Semi-trucks/tractors are not allowed in the Park. Vehicles should not park on the street from 10:00 pm to 8:00 am to leave streets clear for emergency vehicles and snow removal.
2. Bicycles and/or skateboards should travel on the right-hand side of the street, same as vehicle traffic. Note: Bicycles should remain on the street and not into or through other resident's driveways or yards.
3. Motorcycles may be parked in sheds or on driveways, not on patio's.
4. Go-carts, buggies, and/or other off-road vehicles are not to use the streets as a recreational area. Mopeds are allowed (on streets only) if operated responsibly for purposes of transportation to and from a resident's home.
5. All vehicles must observe a "no curb jumping" rule for parking. Parking partially or wholly in the resident's yardspace is prohibited. Resident's who desire or need extra parking area may contract with the Park for additional parking area at their own expense.
6. No major vehicle repair work is to be performed in the Park. Minor preventive maintenance may be done provided all materials are disposed of properly. It is against the law to dump oil on the ground, roadways or into street drains. Any work started should be finished the same day.
7. Resident's must maintain their vehicles' exhaust systems so as to provide noise protection. This includes maintaining engines, headers, etc. to manufacturer's specs for the purpose of ensuring the quiet enjoyment and sleep of other residents.
8. Driving while under the influence of alcohol or a controlled substance on Park owned property, including any street, is prohibited.

G. No loud talking, radio, stereo, TV, telephone or other noise capable of disturbing a neighbor in any manner will be permitted between the hours of 10:00 pm and 8:00 am. All noise at all times should be controlled as to not be heard from the street or in the neighbors home.

H. Residents should take care not to trespass onto other people's property.

I. Upon signing the "Rules and Regulations", each tenant will receive one copy of their postal box key at no charge. Future copies may be obtained for \$5.00. Key(s) must be returned when leaving the Park before your security deposit will be refunded.

J. The Park has adopted the policy of maintaining an on-going inspection to be made of the resident's property and the outside of their home to see if standards of the Park are being kept. If a warning is issued, the tenant will be told what needs done and how long they have to get it done. Warnings or notices may be issued throughout the year as the Manager sees the need. These warnings or notices must be acted upon within the time-frame allowed, or other acceptable arrangement made with the Manager. Failure to respond to a warning within the time-frame allowed may result in a **fine of \$20.00** and an additional warning. (See "Termination...")

K. Persons providing baby-sitting services may be required to provide management a written list of all children being cared for. Liability insurance is the responsibility of the resident and proof of coverage must also be submitted. Such persons are just as responsible for their charges as they are for their own children. Park maintains the right to limit the number of children kept in one home for this purpose. Resident is subject to all applicable laws, ordinances, and regulations.

L. Any use, misuse, or abuse of illegal substances whether inhaled, swallowed or injected is absolutely prohibited. Any conviction of drug-related charges is grounds for eviction. Any conviction of a federal or state felony of any type may also be cause for eviction. Consumption of alcohol should be done in a moderate manner. Driving while under the influence of alcohol on Park owned property, including any street, is prohibited.

M. All residents and their minors and/or guests are expected to show respect to other residents, and shall refrain from violence, foul language, obscene or threatening gestures; and any other act of indecent exposure, physical or sexual abuse, or public disturbance.

N. For the safety of property and persons within the Park, and to comply with city ordinances, there shall not be allowed any discharge of a firearm or handgun.

V. STATEMENT OF NON-LIABILITY

A. Roxbury Park shall not be liable for debt or liability for damage claimed for injury to persons, including residents and their guests or invitees or licenses, or for property damage from any cause, related to the resident's occupancy of the space, including those arising out of damages or losses incurred in areas adjacent to the space, or for the loss of personal property, mobile home parts, or equipment. Residents hereby covenant and agree to indemnify Lessor and save it harmless from all costs and expenses including attorney's fees, liability, loss or other claims or obligations because of or arising out of such injuries, damages or losses. Lessor shall not be liable for any damage due to or occasioned by or from plumbing, gas, water, steam or other pipes or sewage, or the bursting, leaking, or running of any pipe, tank, washstand, water closet, or waste pipe in, above, upon, or about said space or part premises, nor for any damage occasioned by water, snow, or ice coming through or being upon the space or Park premises, nor for any damage arising from the acts or neglect of co-residents, or adjacent or contiguous spaces and property. Residents shall pay any expenses, damage, or repair occasioned by stopping of waste pipes or overflow of water, and for any and all damages not occasioned by reasonable wear and tear.

B. The Park is in no way responsible for any mobile home service or repair. This includes the thawing of water and/or sewer pipes. Should this service be given the Park reserves the right to charge a service fee. Please contact your dealer or an independent agent.

VI. TERMINATING THE RENTAL AGREEMENT

A. Either the Tenant or the Lessor (Roxbury Park) may terminate the rental agreement by offering a written notice of their intent to do so at least thirty (30) days in advance, except in such case as the tenant fails to pay rent or other charges, or fails to abide by these rules and regulations, in which case the Lessor reserves the right to serve a written notice at least three (3) days in advance.

B. When an owner of a mobile home wishes to sell his/her home in place, the manager must be notified. Signs other than those provided by the Park are not permitted. We can furnish "For Sale" signs with phone number(s) of your choosing. There is a \$15.00 refundable deposit for these signs. It is the owner's full responsibility to see that the prospective buyer has an application for residency in Roxbury Park turned in and approved. Buyers must be approved by their financial institution AND MUST BE APPROVED BY THE PARK before the sale can be finalized. Homes must pass inspection to protect the buyer. If selling under a private contract agreement, the two parties must provide the Park with a signed copy of the contract. Departing tenant's deposit will be returned if lot is left clean and mowed, all rent and charges paid in full,

forwarding address given, Postal and RV key(s) returned, a copy of the Tax Release Permit submitted and the buyer's deposit has been received. (Remember to remove any items stored underneath the home.)

Note: Seller is responsible for the full month's rent. Any arrangement for payment of pro-rated rental charges is between the seller and buyer.

C. When a mobile home is to leave the Park, a written thirty (30) day notice is to be given to the Manager. Postal and RV key(s), all rent and other fees must be paid to date, a correct forwarding address, a copy of the Tax Release permit submitted, and lot left clean before the home will be allowed to leave. (Resident's may finish cleaning lot immediately after removal of the home in some cases.) Resident should inform the manager as to the exact time of removal at least forty-eight (48) hours in advance. Resident will receive refund of their deposit no later than 30 days from departure.

D. Whenever any notice is required to be given or delivered under the provisions herein, or by law, it shall not mean personal service, but said notice may be served upon the residents personally, or by certified or registered mail addressed to the residents at the demised premises, or by posting on the main door of the home. Said notice may be served upon the Lessor by leaving same with the Manager, or by certified or registered mail addressed to the Manager of the Park, or by leaving written notice in the Office mail box. Either party hereto may, by written notice served upon the other, change its mailing address.

E. Indiana Code 13-1-7 Sec. 34 states, "The owner, operator, or caretaker of any mobile home park may eject any person from the premises for non-payment of charges or fees for accommodations, for violations of law or disorderly conduct, for violations of any regulation of the State Board relating to mobile home parks or for any violation of any rule of the park which is publicly posted within the park." If resident breach this lease, he/she may forfeit his/her right to a full refund of the security deposit. Upon a resident's failure to pay rent or any other amounts due, or if resident violates any other provisions of these Rules, the rights of the resident shall terminate. Nonetheless, the resident shall remain liable for any payments specified herein, the entire balance of which shall immediately become due and payable, plus Lessor's cost of repossessing the premises, including court costs and reasonable attorney's fees, all without relief from Valuation and Appraisal Laws. Resident hereby waives notice of any such default and any demand by Lessor for possession of the premises. Failure of the Lessor to exercise any such rights shall not preclude the exercise of any such rights during the continuance of any such default or any subsequent default. Nor will acceptance of past-due payments constitute a waiver of the Lessor's right to terminate the Agreement with the resident for non-payment of rent or other amounts when due, and no notice or demand shall be required for the enforcement thereof.

In addition to the remedies outlined above, all property on the premises being leased by resident is hereby made subject to a lien in favor of Lessor, for the payment of all sums due hereunder, including costs and expenses incurred by the Lessor in repossessing said property, or repairing damages to the same, all to the maximum extent allowed by law. Should resident fail to pay Lessor, within thirty (30) days, after any rent, payments required for damages, or payments required for other breach of this Agreement become due, Lessor may sell or dispose of any or all such property, may apply monies received against all sums due and owing by resident to Lessor hereunder, and shall be entitled to a reasonable allowance for storage, moving, or sales-related costs and expenses.

Lessor may also apply resident's security deposit against any unpaid amounts due as well as for repair of damages and other expenses incurred by Lessor as set forth above.

F. If Lessor employs an attorney to enforce any of the terms hereof or to regain possession of said space, residents shall pay to the Lessor the actual attorney's fees and expenses whether or not legal action is required, or if legal action is required whether or not it proceeds to judgement. Resident further agrees to pay Lessor's actual attorney's fees and expenses incurred in Lessor's attempting to enforce or collect any judgement rendered in it's favor arising out of this lease which is not satisfied within ten (10) days from the date of entry of judgement rendered.

VII. ACKNOWLEDGEMENT OF TERMS

A. The resident(s) acknowledge that they have received a copy, and read, and agree to abide by all the terms and conditions of Lessor's "Rules, Regulations, and Covenants", and further agree to such changes and additions to the "Rules, Regulations, and Covenants" which the Lessor may from time to time make.

B. Resident(s) understand that any breach of the aforementioned "Rules, Regulations, and Covenants" shall constitute a breach of the Lease Agreement and shall subject resident(s) to dispossession and liability for damages including attorney's fees.

C. By signing this Lease Agreement, resident is acknowledging having read and received a copy of these "Rules and Regulations".

D. The Park reserves the right to refuse admittance to anyone.

Resident: _____

Owner: _____

Lessor: ROXBURY PARK, INC.

Manager: _____

Date: _____

Your assigned Lot # _____ Garbage pick-up is Thursday at 7:00 am.

Your street address: _____

Your official mailing address: First Name/Last Name
403 Post Road, Lot _____
Goshen, IN 46526

Important Numbers: Police/Fire/Ambulance 911

Park Office	533-9916	Goshen Middle School	533-0391
NIPSCO	1-800-422-6199	Goshen High School	533-8651
GTE	294-4361	Consumer Credit Svc.	534-4444
TCI	1-800-968-5100	Services available: Library, Park Dept., YWCA, local churches, etc.	
Model Elementary	533-7677		