

LAKELAND ESTATES MOBILE HOME PARK



RULES AND REGULATIONS MOBILE HOME LANDLORD AND TENANT RIGHTS ACT

**LAKELAND ESTATES
MOBILE HOME PARK
RULES AND REGULATIONS**

REASONS FOR RULES AND REGULATIONS

We would like to have the finest mobile home park in the area and we do not want to deprive anyone of living in it who will be cooperative and considerate of both the management and the other residents. The management will do everything possible to strive to improve this mobile home park.

Management reserves the right to ask a tenant to vacate the property if the number of occupants in the mobile home exceeds that limit which would result in overcrowding and cause an undesirable affect upon the rest of the park.

It will be our policy to be strict about requiring every tenant to keep his premises clean, neat, and tidy so that everyone will be proud of our park. Everyone must do their job.

We reserve the right to change these rules and regulations or the rental rates should the need arise.

GENERAL RULES

- 1) All tenants and occupants must register and be listed at the office. State law requires this.
- 2) No tenant may take in another person, as a roomer or otherwise, or rent or sublet this home without written permission of the landlord.
- 3) Absolutely no pets allowed except house-pets, and they must be approved by the Management and be registered. Dogs will not be chained or tied outside at any time. All pets will be leashed when outdoors and droppings must be cleaned up daily. Proper shelter must be provided by pet owner. Anyone owning a "vicious breed" dog will be "grandfathered" prior to August 1st, 2007- after said date no vicious breeds allowed. This applies to Pit bulls, Chows, Dobermans, Rottweilers, etc. Failure to comply with the above rules will result in either giving up your pet or vacating the premises.
- 4) Inflatable swimming pools not to exceed 10 feet in diameter are permitted between Memorial Day and Labor Day. Lease agrees to hold harmless Lesser, his agents, and designees from any illness or injury to any party that arises from such pool.

RENTAL

- 1) Rent is determined by the management, payable in advance on the first day of each month. The number of occupants and type of home will determine the amount of rent paid. If rental payments are more than five (5) days late, a penalty fee of \$15.00 per week will be charged.
- 2) Tenant will pay landlord with the first month's rent and a security deposit equal month's rent. This security deposit will be returned to the tenant when he has complied with all terms of the rental contract and has vacated and surrendered his pad and lot, leaving it in good and undamaged condition with the water bill paid.
- 3) Our lots are rented for a minimum of (12) months. If a tenant vacates the premises Before (12) months elapse, they will forfeit their security deposit unless tenant takes a month to month lease.
- 4) There will be a \$25.00 charge on any checks returned to us due to insufficient funds.

UTILITIES

- 1) Each tenant will make his own application to the electric, gas, water, and telephone companies for the service and pay all bills rendered by said companies. The park will refuse to pay any bills for repair work done by any of the companies without prior approval of the park owner.
- 2) Tenants shall not tamper with said meters or equipment. In case of trouble, please Notify the landlord or said companies.
- 3) No outside gas or fuel tanks will be allowed in this park.
- 4) Water Meters- If you must turn off your water, please re-insulate the meter. If it freezes due to lack of insulation and breaks a backing plate there will be a \$ 70.00 Charge for repairs. Make sure your heat tape is working properly!

GARBAGE AND RUBBISH

- 1) There will be no burning of any kind in the park.
- 2) Tenants are not allowed to keep such materials as tires, any building materials (lumber, paint cans, paneling, etc.), cardboard boxes, etc., under the mobile home, behind storage sheds, at the rear of the home, or in the yard. This is necessary to prevent the park from taking an unkempt appearance.
- 3) Newspapers and other waste materials must not be left around the mobile home.

MOTOR VEHICLES

All City and State traffic ordinances and laws will be enforced throughout the park.

- 1) Park speed limit has been set at fifteen (15) m.p.h. please abide by it, We have children In the park, Parents, please watch your children.
- 2) No parking will be permitted on any mobile home lot or park streets. Cars will be parked in designated areas.
- 3) Repairing of motor vehicles is not permitted in the park. All cars must be in good condition or be removed from the park. The consent of the park manager must be given prior to any car repair work done in the park.
- 4) All vehicles parked in the park must be licensed and properly muffled.
- 5) Absolutely no driving or parking of vehicles on the grass will be permitted. Violators will be evicted from the park.

CARE OF LOTS & MOBILE HOME

- 1) Do not place pegs or posts anywhere on lots without permission of manager.
- 2) All shrubs, trees, and cement work will remain the property of the landlord and cannot be removed. No sprinkler should be left unattended. Permissions must be received from the management for all construction or work on lots.
- 3) Tenant shall cut and maintain his lawn and promptly remove snow and ice from walks on or surrounding his lot. Upon failure to do so, management shall have it done and charge tenant for his service. A minimum charge of \$15.00 will be made for any of these services.
- 4) Lots must be kept neat and clean and the storage of bottles, cans, boxes, equipment, etc., around or under the mobile is not permitted.
- 5) All mobile homes will be skirted with materials approved by the management within 60 days after moving in. An inspection door on your skirting that is easily removable, a sliding type or hinge type located near the sewer riser is required by the State regulations for inspection purposes.
- 6) Mobile homes that have been sold must be moved off the premises at the time of sale unless the purchaser applies for his own lease and is granted same by management. No mobile home or lot may be subleased without written approval and consent of the management.

- 7) Awnings, cabanas, or any addition to mobile home property, other than those incorporated by the manufacturer shall be approved prior to installation.
- 8) All steps shall be in good condition and approved by management.
- 9) All coaches must be modern and in good condition. No homes over five (5) years old will be let into the park.

CONDUCT

- 1) No loud parties will be allowed at any time, nor will loud music, televisions or other excess noise be tolerated.
- 2) All tenants should notify the management as far in advance as possible when planning to move out. Check at the office for clearance before allowing the moving truck to tow your home from the court.
- 4) Drunkenness or immoral conduct will not be tolerated.
- 5) It will be necessary to hold parents responsible for the damages caused by their children and for the conduct of their guests and pets. Babysitting for outside children is not allowed.
- 6) No peddling or soliciting of commercial enterprises will be allowed in the park without first obtaining the consent of management.
- 7) This court is not responsible for any type of accident, fire, or theft. Should you have a robbery, etc., the proper authorities (police or fire department) should be notified.

CHILDREN

- 1) All children must be in their own homes by dark unless accompanied by a parent or a responsible adult.
- 2) No children are to be left alone in a mobile home unattended by a parent or a responsible adult.
- 3) All bicycles and tricycles must be stored in a neat and orderly position by the mobile home
- 4) B-B guns are banned from this park as are mini bikes and 4-wheelers.

**765 ILCS 745/ Mobile Home Landlord and Tenant Rights Act.
PROPERTY**

(765 ILCS 745/) Mobile Home Landlord and Tenant Rights Act.

(765 ILCS 745/1) (from Ch. 80, par. 201)

Sec. 1. Applicability. This Act shall regulate and determine legal rights, remedies and obligations of the parties to any lease of a mobile home or mobile home lot in a mobile home park containing five or more mobile homes within this State. Any lease, written or oral, shall be unenforceable insofar as any provision thereof conflicts with any provision of this Act.

(Source: P.A. 81‑637.)

(765 ILCS 745/2) (from Ch. 80, par. 202)

Sec. 2. Jurisdiction. Any person whether or not a citizen or resident of this State, who owns, holds an ownership or beneficial interest in, uses, manages or possesses real estate situated in this State, submits himself or his personal representative to the jurisdiction of the courts of this State as to any action proceeding for the enforcement of an obligation arising under this Act.

(Source: P.A. 81‑637.)

(765 ILCS 745/3) (from Ch. 80, par. 203)

Sec. 3. Definitions. Unless otherwise expressly defined, all terms in this Act shall be construed to have their ordinarily accepted meanings or such meaning as the context therein requires. (a) "Person" means any legal entity, including but not limited to, an individual, firm, partnership, association, trust, joint stock company, corporation or successor of any of the foregoing.

(b) "Mobile Home" means a structure designed for permanent habitation and so constructed as to permit its transport on wheels, temporarily or permanently attached to its frame, from the place of its construction to the location or subsequent locations at which it is intended to be a permanent habitation and designed to permit the occupancy thereof as a dwelling place of one or more persons, provided that any such structure served by individual utilities and resting on a permanent foundation, with wheels, tongue and hitch permanently removed, shall not be construed as a "mobile home".

(c) "Mobile Home Park" or "Park" means an area of land or lands upon which five or more independent mobile homes are harbored for rent.

(d) "Park Owner" means the owner of a mobile home park and any person authorized to exercise any aspect of the management of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of such receipts to another person.

(e) "Tenant" means any person who occupies a mobile home rental unit for dwelling purposes or a lot on which he parks a mobile home for an agreed upon consideration.

(f) "Rent" means any money or other consideration given for the right of use, possession and occupancy of property, be it a lot or mobile home.

(g) "Master antenna television service" means any and all services provided by or through the facilities of any closed circuit coaxial cable communication system, or any microwave or similar transmission services other than a community antenna television system as defined in Section 11-42-11 of the Illinois Municipal Code.

(Source: P.A. 85-990.)

(765 ILCS 745/4) (from Ch. 80, par. 204)

Sec. 4. Requisites for Rental or Offer of Mobile Home or Lot for Rental. No person shall rent or offer for rent any mobile home which does not conform to the sanitation, housing and health codes of the State or of the county or municipality in which the mobile home is located. No person shall rent or offer for rent any lot in a mobile home park which does not conform to subdivision ordinances of the county or municipality in which the mobile home park is located.

(Source: P.A. 81-637.)

(765 ILCS 745/4a) (from Ch. 80, par. 204a)

Sec. 4a. No park owner, after the effective date of this amendatory Act of 1987, may require a tenant to remove an outside conventional television antenna, or require that a tenant subscribe to and pay for master antenna television services rather than use an outside conventional television antenna. This Section shall not prohibit an owner from supplying free master antenna television services provided that the price of such services, is not made a part of the rent of the tenant. This Section also shall not prohibit a park owner from requiring a tenant to remove an outside conventional television antenna if such owner makes available master antenna television services at no charge above the rental stated in such tenant's lease.

(Source: P.A. 86-627.)

(765 ILCS 745/5) (from Ch. 80, par. 205)

Sec. 5. Exemptions. No mobile home park operated by the State or the Federal Government, or park land owned by either, and no trailer park operated for the use of recreational campers or travel trailers shall be subject to the provisions of this Act.

(Source: P.A. 81-637.)

(765 ILCS 745/6) (from Ch. 80, par. 206)

Sec. 6. Obligation of Park Owner to Offer Written Lease. No person shall offer a mobile home or lot for rent or sale in a mobile home park without having first exhibited to the prospective tenant or purchaser a copy of the lease applicable to the respective mobile home park.

(a) The park owner shall be required to offer to each present and future tenant a written lease for a term of not less than 12 months, unless the parties agree to a different term subject to existing leases which shall be continued pursuant to their terms.

(b) Tenants in possession on the effective date of this Act shall have 30 days after receipt of the offer for a written lease within which to accept or reject such offer; during which period, the rent may not be increased or any other terms and conditions

changed, except as permitted under this Act; providing that if the tenant has not so elected he shall vacate within the 30 day period.

(c) The park owner shall notify his tenants in writing not later than 30 days after the effective date of this Act, that a written lease shall be available to the tenant and that such lease is being offered in compliance with and will conform to the requirements of this Act.

(Source: P.A. 81‑1509.)

(765 ILCS 745/6.5)

Sec. 6.5. Disclosure. A park owner must disclose in writing the following with every lease or sale and upon renewal of a lease of a mobile home or lot in a mobile home park:

(1) the rent charged for the mobile home or lot in the past 5 years;

(2) the park owner's responsibilities with respect to the mobile home or lot;

(3) information regarding any fees imposed in addition to the base rent;

(4) information regarding late payments;

(5) information regarding any privilege tax that is applicable; and

(6) information regarding security deposits, including the right to the return of security deposits and interest as provided in Section 18 of this Act.

The park owner must update the written disclosure at least once per year. The park owner must advise tenants who are renewing a lease of any changes in the disclosure from any prior disclosure.

(Source: P.A. 93‑1043, eff. 6‑1‑05.)

(765 ILCS 745/7) (from Ch. 80, par. 207)

Sec. 7. Effect of Unsigned Lease. If the tenant shall fail to sign a written lease which has been signed and tendered to him by the owner and shall further provide the owner with a rejection in writing of such offer, the tenant's continuation of possession and payment of rent without reservation shall constitute an acceptance of the lease with the same effect as if it had been signed by the tenant.

(Source: P.A. 81‑637.)

(765 ILCS 745/8) (from Ch. 80, par. 208)

Sec. 8. Renewal of Lease. Every lease of a mobile home or lot in a mobile home park shall contain an option which automatically renews the lease; unless: (a) the tenant shall notify the owners 30 days prior to the expiration of the lease that he does not intend to renew the lease; or (b) the park owner shall notify the tenant 30 days prior to the expiration of the lease that the lease will not be renewed and specify in writing the reasons, such as violations of park rules, health and safety codes or irregular or non‑payment of rent; or (c) the park owner elects to cease the operation of either all or a

portion of the mobile home park. The tenants shall be entitled to at least 12 months notice of such ceasing of operations. If 12 months or more remain on the existing lease at the time of notice, the tenant is entitled to the balance of the term of his lease. If there is less than 12 months remaining in the term of his lease, the tenant is entitled to the balance of his lease plus a written month to month tenancy, at the expiring lease rate to provide him with a full 12 months notice.

All notices required under this Section shall be by certified mail or personal service. Certified mail shall be deemed to be effective upon the date of mailing.

(Source: P.A. 87‑1078.)

(765 ILCS 745/9) (from Ch. 80, par. 209)

Sec. 9. The Terms of Fees and Rents. The terms for payment of rent shall be clearly set forth and all charges for services, ground or lot rent, unit rent, or any other charges shall be specifically itemized in the lease and in all billings of the tenant by the park owner. The owner shall not change the rental terms nor increase the cost of fees, except as provided herein.

The park owner shall not charge a transfer or selling fee as a condition of sale of a mobile home that is going to remain within the park unless a service is rendered. Rents charged to a tenant by a park owner may be increased upon the renewal of a lease. Notification of an increase shall be delivered 60 days prior to expiration of the lease.

(Source: P.A. 86‑851.)

(765 ILCS 745/10) (from Ch. 80, par. 210)

Sec. 10. Waiver of Provisions. Any provision of a lease whereby any provisions of this Act are waived is declared void.

(Source: P.A. 81‑637.)

(765 ILCS 745/11) (from Ch. 80, par. 211)

Sec. 11. Provisions of mobile home park leases. Any lease hereafter executed or currently existing between an owner and tenant in a mobile home park in this State shall also contain, or shall be made to contain, the following covenants binding the owner at all times during the term of the lease to:

(a) identify to each tenant prior to his occupancy the lot area for which he will be responsible;

(b) keep all exterior property areas not in the possession of a tenant, but part of the mobile home park property, free from the species of weeds and plant growth which are generally noxious or detrimental to the health of the tenants;

(c) maintain all electrical, plumbing, gas or other utilities provided by him in good working condition with the exception of emergencies after which repairs must be completed within a reasonable period of time;

(d) maintain all subsurface water and sewage lines and connections in good working order;

(e) respect the privacy of the tenants and if only the lot is rented, agree not to enter the mobile home without the permission of the mobile home owner, and if the mobile home is the property of the park owner, to enter only after due notice to the tenant,

provided, the park owner or his representative may enter without notice in emergencies;

(f) maintain all roads within the mobile home park in good condition;

(g) include a statement of all services and facilities which are to be provided by the park owner for the tenant, e.g. lawn maintenance, snow removal, garbage or solid waste disposal, recreation building, community hall, swimming pool, golf course, laundromat, etc.;

(h) disclose the full names and addresses of all individuals in whom all or part of the legal or equitable title to the mobile home park is vested, or the name and address of the owners' designated agent;

(i) provide a custodian's office and furnish each tenant with the name, address and telephone number of the custodian and designated office.

(Source: P.A. 90‑655, eff. 7‑30‑98.)

(765 ILCS 745/12) (from Ch. 80, par. 212)

Sec. 12. Lease prohibitions. No lease hereafter executed or currently existing between a park owner and tenant in a mobile home park in this State shall contain any provision:

(a) Permitting the park owner to charge a penalty fee for late payment of rent without allowing a tenant a minimum of 5 days beyond the date the rent is due in which to remit such payment;

(b) Permitting the park owner to charge an amount in excess of one Month's rent as a security deposit;

(c) Requiring the tenant to pay any fees not specified in the lease;

(d) Permitting the park owner to transfer, or move, a mobile home to a different lot, including a different lot in the same mobile home park, during the term of the lease.

(Source: P.A. 85‑607.)

(765 ILCS 745/12a) (from Ch. 80, par. 212a)

Sec. 12a. No lease hereafter executed between a mobile home park owner and a tenant in such a park in this State shall contain any provision requiring the tenant to purchase a mobile home from the park owner, or requiring that if the tenant purchases any mobile home during the lease term that such mobile home must be purchased from the park owner, and no such requirement shall be made as a condition precedent to entering into a lease agreement with any such tenant.

(Source: P.A. 85‑1214.)

(765 ILCS 745/13) (from Ch. 80, par. 213)

Sec. 13. Tenant's Duties. The tenant shall agree at all times during the tenancy to:

(a) Keep the mobile home unit, if he rents such, or the exterior premises if he rents a lot, in a clean and sanitary condition, free of garbage and rubbish;

(b) Refrain from the storage of any inoperable motor vehicle;

(c) Refrain from washing all vehicles except at an area designated by park management;

- (d) Refrain from performing any major repairs of motor vehicles at any time;
 - (e) Refrain from the storage of any icebox, stove, building material, furniture or similar items on the exterior premises;
 - (f) Keep the supplied basic facilities, including plumbing fixtures, cooking and refrigeration equipment and electrical fixtures in a leased mobile home unit in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use and operation;
 - (g) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
 - (h) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not effect or disturb his neighbor's peaceful enjoyment of the premises;
 - (i) Abide by all the rules or regulations concerning the use, occupation and maintenance of the premises; and
 - (j) Abide by any reasonable rules for guest parking which are clearly stated.
- (Source: P.A. 81‑637.)

(765 ILCS 745/14) (from Ch. 80, par. 214)
 Sec. 14. Rules and regulations of park. Rules and regulations promulgated and adopted by the park owner are enforceable against a tenant only if:

- (a) A copy of all rules and regulations was delivered by the park owner to the tenant prior to his signing the lease;
- (b) The purpose of such rules and regulations is to promote the convenience, safety and welfare of the tenants, preserve park property from damage or to fairly distribute park services and facilities to the tenants;
- (c) They are reasonably related to the purpose for which adopted;
- (d) They apply to all tenants in a fair manner;
- (e) They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply; and
- (f) They are not for the purpose of evading the obligation of the park owner.

A rule or regulation adopted during the term of a lease is enforceable against the tenant only if 30 days written notice of its adoption is given the tenant and such rule or regulation is not in violation of the terms and conditions of the lease.
 (Source: P.A. 81‑637.)

(765 ILCS 745/14‑1) (from Ch. 80, par. 214‑1)
 Sec. 14‑1. The Department of Public Health shall produce and distribute a pamphlet setting forth clearly, and in detail, the tenant's and park operator's rights and obligations under this Act. The pamphlet shall be produced within 90 days of the effective date of this amendatory Act of 1992.

Each park owner shall make these pamphlets available to all current tenants within 60 days after receiving the pamphlets. This requirement may be satisfied by distributing or mailing the pamphlets to each tenant. All new tenants shall be offered a pamphlet at or before the time at which they are offered a written lease.

A violation of the provisions of this Section shall not render any lease void or voidable nor shall it constitute:

(1) A defense to any action or proceeding to enforce the lease.

(2) A defense to any action or proceeding for breach of the lease.

(Source: P.A. 87‑1078.)

(765 ILCS 745/15) (from Ch. 80, par. 215)

Sec. 15. Statutory grounds for eviction. A park owner may terminate the lease and evict a tenant for any one or more of the following acts:

(a) Non‑payment of rent due;

(b) Failure to comply with the park rules;

(c) Failure to comply with local ordinances and State laws regulating mobile homes.

(Source: P.A. 81‑637.)

(765 ILCS 745/16) (from Ch. 80, par. 216)

Sec. 16. Improper grounds for eviction. The following conduct by a tenant shall not constitute grounds for eviction or termination of the lease, nor shall a judgment for possession of the premises be entered against a tenant:

(a) As a reprisal for the tenant's effort to secure or enforce any rights under the lease or the laws of the State of Illinois, or its governmental subdivisions of the United States;

(b) As a reprisal for the tenant's good faith complaint to a governmental authority of the park owner's alleged violation of any health or safety law, regulation, code or ordinance, or State law or regulation which has as its objective the regulation of premises used for dwelling purposes;

(c) As a reprisal for the tenant's being an organizer or member of, or involved in any activities relative to a home owners association.

(Source: P.A. 81‑637.)

(765 ILCS 745/17) (from Ch. 80, par. 217)

Sec. 17. Notice required by Law. The following notice shall be printed verbatim in a clear and conspicuous manner in each lease or rental agreement of a mobile home or lot:

"IMPORTANT NOTICE REQUIRED BY LAW:

The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you. You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for non‑payment of rent, violation of laws, or for violation of the rules and regulations of the park and the terms of the lease.

If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services.

You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners,

the department of the Attorney General or any other appropriate government agency."

(Source: P.A. 81‑637.)

(765 ILCS 745/18) (from Ch. 80, par. 218)

Sec. 18. Security deposit; Interest.

(a) If the lease requires the tenant to provide any deposit with the park owner for the term of the lease, or any part thereof, said deposit shall be considered a Security Deposit. Security Deposits shall be returned in full to the tenant, provided that the tenant has paid all rent due in full for the term of the lease and has caused no actual damage to the premises. The park owner shall furnish the tenant, within 15 days after termination or expiration of the lease, an itemized list of the damages incurred upon the premises and the estimated cost for the repair of each item. The tenant's failure to object to the itemized list within 15 days shall constitute an agreement upon the amount of damages specified therein. The park owner's failure to furnish such itemized list of damages shall constitute an agreement that no damages have been incurred upon the premises and the entire security deposit shall become immediately due and owing to the tenant.

The tenant's failure to furnish the park owner a forwarding address shall excuse the park owner from furnishing the list required by this Section.

(b) A park owner of any park regularly containing 25 or more mobile homes shall pay interest to the tenant, on any deposit held by the park owner, computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this State on minimum deposit passbook savings accounts as of December 31 of the preceding year on any such deposit held by the park owner for more than 6 months. However, in the event that any portion of the amount deposited is utilized during the period for which it is deposited in order to compensate the owner for non‑payment of rent or to make a good faith reimbursement to the owner for damage caused by the tenant, the principal on which the interest accrues may be recomputed to reflect the reduction for the period commencing on the first day of the calendar month following the reduction. The park owner shall, within 30 days after the end of each 12‑month period, pay to the tenant any interest owed under this Section in cash, provided, however, that the amount owed may be applied to rent due if the owner and tenant agree thereto. A park owner who willfully fails or refuses to pay the interest required by this Act shall, upon a finding by a circuit court that he willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and a reasonable attorney's fee.

(Source: P.A. 88‑643, eff. 1‑1‑95.)

(765 ILCS 745/19) (from Ch. 80, par. 219)

Sec. 19. Purchase of Goods and Services.

(a) No park owner shall restrict a tenant in his choice of a seller of fuel, furnishings, accessories or goods or services connected with a mobile home unless such restriction is necessary to protect the health or safety of the park residents. The park

owner may determine by rule or regulation the style or quality of exterior equipment to be purchased by the tenant from a vendor of the tenant's choosing. Provided that no park owner shall be required to permit service vehicles in the park in such numbers and with such frequency that a danger is created for pedestrian traffic in the park.

(b) No park owner shall require as a condition of tenancy or continued tenancy for a tenant to purchase fuel oil or bottled gas from any particular fuel oil or bottled gas dealer or distributor. Provided that this Section shall not apply to a park owner who provides a centralized distribution system for fuel oil or bottled gas, or both, for residents therein. No park owner providing a centralized distribution system shall charge residents more than a reasonable retail price.
(Source: P.A. 81‑637.)

(765 ILCS 745/20) (from Ch. 80, par. 220)

Sec. 20. Gifts, Donations, Bonus, Gratuity, Etc.

(a) Any park owner who, directly or indirectly, receives, collects or accepts from any person any donation, gratuity, bonus or gift, in addition to lawful charges, upon the representation that compliance with the request or demand will facilitate, influence or procure an advantage in entering into an agreement, either oral or written, for the lease or rental of real property, or contract of sale of a mobile home, or any park owner or his representative, who refuses to enter into such lease or contract of sale unless he receives, directly or indirectly, a donation, gratuity, bonus or gift, or any park owner or his representative who directly or indirectly aids, abets, requests or authorizes any other person to violate any provision of this Section, commits a violation of this Act.

(b) Any person who pays such donation, gratuity, bonus or gift may recover twice its value, together with costs of the action, against any such person in violation of this Section.

(Source: P.A. 81‑637.)

(765 ILCS 745/20.5)

Sec. 20.5. Publication of false or misleading information; remedies. Any person who pays anything of value toward the purchase of a mobile home or placement of a mobile home in a mobile home park located in this State in reasonable reliance upon any material statement or information that is false or misleading and published by or under authority from the park owner or developer in advertising and promotional materials, including, but not limited to, a prospectus, the items required as exhibits to a prospectus, brochures, and newspaper advertising, shall have a cause of action to rescind the contract or collect damages from the developer, park owner, or mobile home dealer for her or his loss.

(Source: P.A. 93‑1043, eff. 6‑1‑05.)

(765 ILCS 745/21) (from Ch. 80, par. 221)

Sec. 21. Remedies, Tenants. If the park owner fails to substantially conform to the lease agreement or fails to substantially comply with any code, statute, ordinance or regulation governing the

operation of a mobile home park or the maintenance of the premises, the tenant may, on written notice to the park owner, terminate the lease and vacate the premises at any time during the first 30 days of occupancy. After the expiration of said 30 days the tenant may terminate the lease only if he has remained in possession in reliance upon the park owner's written promise to correct all or any part of the condition which would justify termination by the tenant under this Section.

Any condition which deprives the tenant of substantial benefit and enjoyment which the park owner shall fail to remedy within 30 days after having received notice in writing of such condition shall constitute grounds for the tenant to terminate the lease and vacate the premises. No such notice shall be required where the condition renders the mobile home uninhabitable or poses an imminent threat to the health, welfare and safety of any occupant.

If such condition was proximately caused by the willful or negligent act or omission of the park owner, the tenant may recover any damages sustained as a result of the condition including, but not limited to, reasonable expenditures necessary to obtain adequate substitute housing while the mobile home is uninhabitable.

The tenant may sue to enforce all Sections of this Act and the court may award damages or grant any injunctive or other relief.
(Source: P.A. 81‑1509.)

(765 ILCS 745/22) (from Ch. 80, par. 222)

Sec. 22. Remedies, Park Owner. A park owner may, any time rent is overdue, notify the tenant in writing that unless payment is made within the time specified in the notice, not less than 5 days after receipt thereof, the lease will be terminated. If the tenant remains in default, the park owner may institute legal action for recovery of possession, rent due and any damages.

If the tenant breaches any provision of the lease or rules and regulations of the mobile home park, the park owner shall notify the tenant in writing of his breach. Such notice shall specify the violation and advise the tenant that if the violation shall continue for more than 24 hours after receipt of such notice the park owner may terminate the lease.

(Source: P.A. 81‑637.)

(765 ILCS 745/23) (from Ch. 80, par. 223)

Sec. 23. Termination of Lease. If a tenant shall remain in possession of the premises after the expiration of his lease without having notified the park owner of his acceptance or rejection of a renewal of the lease and without the park owner's consent, the tenant shall pay to the park owner a sum, not to exceed twice the monthly rental under the previous lease, computed and pro‑rated daily for each day he shall remain in possession.

(Source: P.A. 81‑637.)

(765 ILCS 745/24) (from Ch. 80, par. 224)

Sec. 24. Sale of Mobile Home. The park owner shall be enjoined and restrained from prohibiting, limiting, restricting, obstructing or in any manner interfering with the freedom of any mobile home owner to:

(a) Sell his mobile home to a purchaser of his choice, provided that the park owner shall be allowed to promulgate any general qualifications or lawful restrictions on park residents which limit or define the admission of entrants to the park. The

purchaser, prior to closing, must obtain a written and signed lease;

(b) Employ or secure the services of an independent salesperson in connection with the sale of said mobile home, providing that said salesperson collects and remits all governmental taxes. The park owner is prohibited from imposing any fee, charge or commission for the sale of a mobile home, except when a mobile home owner requests the park owner or his agent to assist in securing a purchaser for his mobile home. A commission may be accepted for such service subject only to the following conditions:

(1) That the exact amount of commission or fee shall be a percentage of the actual sales price of the mobile home; and

(2) That the maximum percentage figure for the services in the resale of the mobile home by park owner or his agent shall be set forth in writing prior to the sale. The park owner is prohibited from requiring, upon the sale by a tenant of a mobile home to a qualified purchaser, the removal from the park of such mobile home unless the mobile home is less than 12 feet wide or is significantly deteriorated and in substantial disrepair, in which case the park owner shall bear the burden of demonstrating such fact and must, prior to sale, have given the tenant written notice thereof, and that unless first corrected, removal will be required upon sale.

(Source: P.A. 85‑998.)

(765 ILCS 745/25) (from Ch. 80, par. 225)

Sec. 25. Meetings of Tenants. Meetings by tenants relating to mobile home living shall not be subject to prohibition by the park owner if such meetings are held at reasonable hours and when facilities are available and not otherwise in use.

(Source: P.A. 81‑637.)

(765 ILCS 745/26) (from Ch. 80, par. 226)

Sec. 26. This Act shall be cited as the "Mobile Home Landlord and Tenant Rights Act".

(Source: P.A. 83‑1083.)

ACKNOWLEDGEMENT AND RECIEPT

LEASE(S) ACKNOWLEDGES THE RECEIPT OF THESE RULES AND
RUGUALTIONS, AND THE (765 ILCS 745) MOBILE HOME LANDLORD AND
TENANTS RIGHTS ACT

LEASE(S)_____DATE_____

LEASE(S)_____DATE_____