



# Manufactured Housing Communities Community Policies

## RULES AND REGULATIONS

“YOUR RIGHTS AS A TENANT AND YOUR MANUFACTURED HOME PARK OPERATOR’S RIGHTS ARE PROTECTED BY SECTION 3733.09 TO 3733.20 OF THE REVISED CODE, WHICH REGULATE MANUFACTURED HOME RENTAL AGREEMENTS.”

PLEASE READ CAREFULLY.

Preface: Management of your community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing, financing of housing, or in providing real estate brokerage services.

**VIOLATIONS/TERMINATION OF LEASE:** The following Rules and Regulations are intended to protect the rights, privileges, health, safety and welfare of all residents. Community Management reserves the right to terminate the rental agreement of any resident who disregards or violates these Rules and Regulations.

**VIOLATIONS/NOTICE OF MATERIAL VIOLATION:** Tenants who commit a material violation or violations of the park rules and regulations, and/or of the public health council and/or of applicable state and local health and safety codes are subject to the park’s violation policy. Tenants will receive a warning for the first violation and subsequent \$20.00, \$40.00, and \$80.00 fines for violations that are not remedied within the time allotted by management.

Further, any tenant receiving two (2) material violation notices of park rules and regulations within six (6) months can be asked to vacate the premises per Ohio law. Community Management reserves the right to terminate the rental agreement of any tenant who disregards or violates these rule and regulations.

### **SECTION I – Mobile Home and Accessory Standards**

The following section deals with basic requirements for the setup and equipping of individual Manufactured Homes within our Park and is mandatory. Failure to comply with these rules for more than thirty (30) days after notices to remedy a violation thereof shall subject the tenant or tenants involved in the violation to eviction.

### **INSTALLATION AND REMOVAL OF A MANUFACTURED HOME**

1. Rules for move-ins, move-outs and set ups. All moves will be approved by Park management 48 hours prior to homes coming in and going out of the Park. There will be no moving of homes on the weekends, (NO EXCEPTIONS). The Park management also reserves the right to deny any moves due to weather or unfavorable ground conditions. Manufactured homes entering and leaving may be moved, installed or disassembled to or from the lot by any person provided that person provides to Community Management a surety bond in the amount of \$20,000.00 to insure against damage to the community property. Community Management must be notified of the time of move, which should be between the hours of 9:00 a.m. and 5:00 p.m., Monday, Tuesday, Wednesday, Thursday or Friday so Community Management may have an inspector present. A move may not be scheduled at any other time unless Management has given express written permission for an alternative time. No move is permitted without the Community Management’s inspector present. Any damage to Park property will be the responsibility of the selling dealer or the mobile home owner, whoever has the contract with the mobile home mover. A property damage and cleanup deposit of \$200.00 will be posted at the time of move-outs and will only be returned if the lot is cleaned up within 48 hours, water meter is returned and there is no damage to the property. All lot rent and water fees will be paid in full by cash or money order before homes are moved off the lots. Only transporters of manufactured homes, properly authorized by the Ohio Department of Transportation and/or the Public Utilities Commission of Ohio, are permitted to move homes into or out of the community. The times such transporters are scheduled to be in the community must be report to Community Management.

\* All lots are 100 amp, please call if otherwise.

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- A. All homes must be set up according to Board of Health rules and regulations for the following; blocking, tie downs, and sewer connections.
- B. All homes must pass inspections for gas line connections as required.
- C. All homes must pass Building Department inspections for electric hook ups as required.
- D. Water meters will be installed in water line, in the proper direction of flow, with a remote properly installed to the side of the home.
- E. All sewer connections will be with a fermco coupling only.
- F. All hitches will be removed, that includes welded-on types.
- G. All homes must be properly skirted with new vinyl interlocking skirting only. Note: All lots with new construction must have Park management permission before skirting.
- H. All used homes must be professionally pressure washed within thirty days of the move-in date.
- I. All sewer caps must be returned to Park management.
- J. Windows facing the street must have curtains or blinds. Window fixtures must be kept in good repair.

**\* Note: A failure to follow these procedures will result in a minimum charge of \$50.00. This charge will be the responsibility of whoever contracted the setup.**

- 2. Single, expandable and double-wide homes are acceptable. The Park reserves the right to specify home size and the lot on which it can be set. All manufactured homes shall have foundation systems conforming to standards set forth in Section 3701-27-082 of the Ohio Department of Rules and Regulations, including those of the Plan Approval and Design Guide of the Ohio Department of Health.
- 3. Skirting and all other Park required accessories must be installed within thirty (30) days after the home is placed upon the lot. Skirting must be a commercially manufactured product intended for mobile home skirting. All skirting must be approved by the Park Management prior to installation. Changes in specifications for accessories, if any, will be published for thirty days prior to their becoming effective. After the expiration of that period, the residents will have thirty days within which to comply.

Management requires that homes presently set up in the Park with skirting sections or top strips which are bent, missing or discolored, be replaced to maintain a neat appearance. All homes must be tied down according to the Department of Health, State of Ohio Rules and Regulations.

HITCHES must be removed from all homes at the time of set up, and stored under homes. Hitches that are presently on homes already set up in the Park, must be removed or skirted around to conceal it. (This is for homes set up prior to this revision.)

- 4. All homes must be equipped with steps. If the tenant has any property that should be stored outside of the home, a shed shall be required. Sheds are restricted by size and construction and must be approved by management prior to installation. No metal sheds may be moved in. The Park reserves the right to determine placement of the shed and any other equipment on individual lots. Sheds must be maintained in good condition. No rusting or rusted sheds will be permitted. No dented or deformed sheds will be permitted. Sheds must be tied down in accordance with State Regulations.
- 5. New homes moving into the Park community must meet the requirements set forth. All home remodeling projects and placement of accessory items such as decks, fences, steps, sheds, add-on rooms and other such projects must have Park approval prior to construction. No such project shall be considered approved unless a drawing has been submitted to management and has been marked "approved" by the general manager and

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initialed by him or her. The individual Park manager is not the general manager. All homes entering the Park must conform with current H.U.D. specifications for the zone in which the park is located.

6. **FENCES** – Only decorative fences will be approved. Fencing may be a maximum of 18 inches high only, and may not be used as an enclosure. Management reserves the right to approve any and all fence designs and locations prior to installation. Therefore, the resident shall provide the Park manager with a drawing of the proposed fence and its location on the lot, with a description of the materials to be used. No fencing shall be installed until the drawings are approved and returned to the resident marked “approved” and initialed by the general manager. Fencing installed which does not conform to approved designs or which has not been approved must be removed upon notice from management.
7. **AIR CONDITIONERS:**
  - A. The location and installation of all wall mounted or central air conditioners must be approved in writing by the Community Management prior to installation.
  - B. Small air conditioners shall not be installed to the front of a manufactured home or in any window, but must be wall mounted. All through-the-wall type air conditioners must have manufacturer and Community Management approved type of metal casing extensions on the external portion of the manufactured home.
  - C. Metal casing extensions should be of white baked enamel finish.
  - D. All wall mounted units must be self supporting with no braces running to the manufactured home or the ground.
8. Only natural gas or all electric utilities are allowed.
9. Residents are responsible for any re-leveling of home due to settling on the lot or cracking or settling of the foundation. The Park shall not be responsible for damages whether direct, incidental or consequential arising from or out of settling on the lot or cracking and settling of the foundation.
10. The Park requires each tenant provide at his or her expense an approved shut off valve on his portion of the water line inlet. All homes must be equipped with a check valve on the water supply in accordance with Health Codes.
11. All applicable health, safety, building and other codes that apply to the Park in which the tenant is located are deemed incorporated in these rules and regulations. A violation of any such rule shall be deemed a violation of these regulations and may subject the tenant to eviction upon his failure to remedy any such violation once having been provided with appropriate notice.
12. Prior to the transfer, sale or other change of ownership or possession whether legal or equitable, each home located in the Park shall be brought into conformity with then existing Park standards for new arrivals to the Park. The Park reserves the right to bar any transfer, sale or other change of ownership or possession of any mobile home not in conformity with standards then existing if the owner fails to first bring said home into conformity with Park standards.
13. The Park does not provide insurance for theft, fire, storm or other casualty, water, or sewer problems for the benefit of the homes in the Park. Such coverage is the responsibility of the tenant.
14. Residents are required to maintain their homes, lots and accessories in accordance with these rules. Where not otherwise specified, such maintenance shall, at a minimum, require that all accessories be properly affixed or mounted in accordance with the design and purpose thereof, that roofs be properly sealed; that no home or outbuilding be permitted to show signs of rust or corrosion; that no holes be permitted in skirting; that all siding be maintained in good repair and that doors, windows and screens be properly mounted and affixed. **STORAGE UNDER THE HOME.** No person shall place or store anything other than tires, axles and hitches beneath the manufactured home. No person shall house or otherwise keep animals beneath the manufactured home. Firewood or other combustible materials must be stored in a safe place approved by the Community

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Management. The foregoing shall not be deemed an exclusive listing of maintenance requirements, but, rather, an illustration of the general requirements that homes and lots be maintained in an attractive and well-maintained manner.

15. **SNOW REMOVAL.** Sidewalks, driveways and patios must be kept clear of snow and ice. Use of rock salt or other products which may damage concrete is forbidden. Be considerate of other residents and do not block driveways or mailboxes with motor vehicles.

**SECTION II – Rents And Deposits**

1. **RENTS** – RENTS ARE DUE AND PAYABLE IN ADVANCE ON THE 1<sup>ST</sup> DAY OF EACH MONTH. Rents are due and payable on or before the first (1<sup>st</sup>) day of each month; however, a grace period is extended through the fifth (5<sup>th</sup>) day of each month for emergency situations. Payments accepted between the sixth (6<sup>th</sup>) of the month will be assessed a \$50.00 late fee. Management reserves the right to deny payments made after the grace period and initiate eviction proceedings for non-payment of rent.

PLEASE FOLLOW THESE SIMPLE STEPS WHEN PAYING RENT:

REMEMBER: Regardless of which method you choose, the rent must be received on or before the 5<sup>th</sup> day of the month to avoid a late charge or with appropriate late charges to avoid eviction.

**PAYMENT BY MAIL**

A. Prior to the first day of each month, prepare a check and/or money order (DO NOT SEND CASH) in the exact amount of your rent, made payable to Mason Pointe MHP. If a late charge is due, make sure that is included with your rent payment. Please put your lot number on your check or money order. Mail payments in an envelope with appropriate postage to the Park Office.

**PAY AT THE PARK OFFICE**

B. You may also pay at the Park Office. No cash payments will be accepted. You must use a check or money order. A drop box has been installed at the office for your convenience in making rent payments, however, payments are not considered received until they are receipted. Do not put cash in drop box.

2. **OBLIGATIONS FOR TIMELY DELIVERY:** The pay by mail method is provided as a convenience to the tenants. Where the tenant uses the pay by mail method but fails to cause delivery by the close of the 5<sup>th</sup> business day of the month (or appropriate next business day where a holiday is involved), and the payment is outside of the grace period and is not accompanied with appropriate late charge, the Park management may revoke acceptance of the payment by tendering to the tenant full refund of such rental payment. Upon such tender, landlord may initiate procedures to retake the premises as though no rent had been tendered or paid by the tenant. However, the mere fact that a late payment is left at the Park Office does not mean that such late payment has been accepted. In such cases, the manager may refuse the tender of payment by notifying the tenant that the payment is not accepted.

THE PARK IS NOT RESPONSIBLE FOR MAIL DELAYS.

All late fees are deemed to be rent for the month where due and failure to pay such late fees or charge along with your regular rent shall be construed as a failure to pay rent.

IF MAKING PAYMENT BY MAIL, THE TENANT SHOULD CHECK WITH THE PARK OFFICE TO SEE THAT PAYMENT WAS RECEIVED ON TIME OR IF THERE IS ANY BALANCE OWED.

3. **DISHONORED CHECKS** – Where a tenant's rent, late fee or other check is dishonored, the Park may elect to either deem such a failure of tender and pursue its remedies or in the alternative allow the tenant to make the check good. Where the latter option is elected, an additional \$20.00 shall be added to the monthly rent then due, the payment of which along with any late fees due, shall be deemed a condition of acceptance of any part of the rent. If that charge is not paid within three days notice to the tenant, then the Park may revoke acceptance of the rental paid and seek its remedies at law.

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IN THE EVENT THE TENANT RECEIVES A NOTICE TO VACATE, ANY RENT TENDERED WILL NOT BE CONSIDERED ACCEPTED OR PAID UNLESS AND UNTIL THE GENERAL MANAGEMENT OFFICE AT 439 MORROW ROAD SOUTH LEBANON, OH 45065 HAS OPPORTUNITY WITHIN TWO BUSINESS DAYS, AFTER BEING ADVISED OF ITS RECEIPT, TO ACCEPT OR REJECT PAYMENT.

Where a tenant has within the prior six (6) months presented a check for payment of any Park obligation which check has been dishonored, the Park may require that all subsequent payments be tendered by money order or cashier's or certified check for payment.

**SECURITY DEPOSIT** – All approved applicants shall pay a security deposit on the designated lot equal to one (1) full month's rent prior to the installation of the manufactured home on the lot, or prior to moving into a pre-owned home located in the Park.

For your convenience, individual locked mailboxes are available. You may secure a mailbox with a key deposit. Contact the Park Office for details.

- 4. WATER/SEWER PAYMENTS** – The Park is liable to the water/sewer district for unpaid water/sewer bills of the residents. By reason of that fact, for purposes of Forcible Entry and Detainer, the water/sewer bill of each tenant shall be deemed additional rental charges for the month in which they are due. The tenant's failure to timely pay such billings shall, therefore, be deemed a failure to pay rent for the month in which said billing or billings shall become overdue.

A flat rate per thousand gallons of water will be used to calculate your water/sewer charge. The rate will be the same as charged by the local water company. The rate is subject to change and you will be notified of any rate change on your billing statement.

A fixed monthly service charge will be included on your billing for the cost of administration and equipment expense for your water meter.

At the time of move out from the Park, whether it is both home and family or just family, a final read out of the water meter will be made and a final amount will be due and payable before departure from the Park. All rents and fees due shall be paid in full prior to the move by cashier's check or money order. No personal checks accepted.

- 5. REFUND OF DEPOSITS** – Security deposit refunds shall be made by mail thirty (30) days after the resident's departure providing that the resident has complied with all terms of the rental agreement. A thirty (30) day written notice must be given to the Park Office prior to moving, all fees must be paid in full prior to the move, proper removal of the water meter and remote reader has been done, all debris, tires, batteries, and miscellaneous items have been removed by the home owner, the parking pad is clean of any oil and/or gasoline spills and the lot is left clean and in good condition. Residents are responsible for any damage done to the parking pad as a result of spillage of any corrosive liquid. A forwarding address shall be given upon all move outs. Key deposits are refunded if the key is returned in usable condition.

**SECTION III – Ownership and Tenancy**

- 1. OWNERSHIP** – No person shall be permitted to reside in the mobile home park without first completing an application and being approved by park management. Each home is to be a single family dwelling and must actually be occupied by the legal and registered title-holder of the home. Only one person can be the owner of a manufactured home except a husband and wife. Both spouses may be the owner. (Residency shall terminate if the owner does not occupy the manufactured home).
- 2.** Persons other than the owner(s) of the home who may be occupants include the owner's immediate family who are under the age of 18. Residency shall terminate if the homeowner or his/her immediate family does not occupy the manufactured home, unless prior written authorization has been obtained from management. No manufactured home shall accommodate or be occupied by more than two persons per bedroom including the owner (resident) and family. Newborn children must be registered within thirty (30) days of birth.

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Each tenant must provide the Park Manager with the names, addresses, and telephone numbers of persons to be notified in case of emergency. Further, each resident must provide management with his or her home and work telephone numbers in order to facilitate emergency notifications. Any changes in these numbers must be reported to the management within thirty (30) days of such change.

**ABSENCE FROM COMMUNITY:**

A. A resident who is absent from the premises for thirty or more consecutive days without first notifying community management, and who is in default of rent, will be considered to have abandoned the property and management, as its sole option, may dispose of the property and all remaining personal property as provided by law.

B. A resident who is absent from the premises for thirty or more consecutive days and who is not in default of rent remains responsible for any and all maintenance of the leased premises as if the resident were present and in residence. Failure to maintain your lease premises will result in the termination of your residency.

**DISABILITY** – Those persons seeking an accommodation for a disability must notify community management of the need for an accommodation and explain the accommodation needed. Management reserves the right to request medical or psychological verification of the disability and the accommodations requested by a medical practitioner. All physical changes, modifications or alterations to the community must first be submitted to community management for approval, which will not be unreasonably withheld. Management further reserves the right to request that a resident's accommodating facility or service meet the standards for occupancy of the community.

3. Every person approved as an acceptable resident by Community Management will be given a copy of the Rules and Regulations and will be offered the option of a one (1) year rental agreement or a month-to-month rental agreement with essentially the same terms if the one-year lease is declined. A security deposit equal to one month's rent shall be required prior to occupancy.
4. Where a written lease is in force, a failure on the part of the tenant to fully and timely pay all rentals through the end of the rental term shall result in forfeiture in the security deposit. In cases of month-to-month tenancies, the tenant shall not be entitled to recovery of any part of his or her security deposit unless he or she has remained in the Park as a tenant in good standing for more than six (6) months. After six (6) months of occupancy in the Park, if the tenant has incurred no other obligation to the satisfaction of which the security deposit may be made subject and has failed to make no payment he or she shall be entitled to return of security deposit of a ratio equal to his or her occupancy's ratio to one year.
5. The resident shall be solely responsible for any tax due on his or her manufactured home by reason of any state, county or township law now or thereafter in force.
6. The resident shall have the right to sell his or her manufactured home within the Park if resident gives Community Management ten (10) days written notice of intention to do so. As a condition of such sale and prior to approval, the tenant shall have brought the mobile home into conformity with existing standards for new entries into the Park. Residents shall contact the Park Office to have an inspection made of the home prior to putting the home up for sale. A "For Sale" sign may be placed in a window of the home only. No signs are permitted outside the home. Park management shall have the right to inspect the interior and exterior of the home prior to approving any prospective sale or transfer. Installations and connections must at that time meet all local code requirements, including but not limited to the national electric code. The Park may at its discretion, condition acceptance of the purchaser as a tenant upon his or her making any repairs or changes that are deemed necessary by the Park Management to bring manufactured home into conformity with existing Park Standards for new entries into the Park. Prior to sale of the home, the resident shall bring his or her proposed new purchaser to the Park Manager for purposes of completing an application for residency and credit form. The current resident shall before selling his home verify with the Park Office the approval of the prospective buyer's application for residency in the park.

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A. Failure to comply with the rules concerning resale of your mobile home will subject your buyer to criminal trespassing for failure to register (illegally coming onto private property) and both the home and its owner may be removed from the Park. RESIDENTS SHALL GIVE MANAGEMENT A WRITTEN NOTICE 30 DAYS PRIOR TO MOVING OUT.

B. Regardless of the situation involved failure to be able to notify us within the 30 day period will result in forfeiture of your lot deposit. Regardless of the condition of a home that is sold, in order to qualify for tenancy within the Park the buyer of the home must meet all of the Park requirements, credit approval and personal character requirements. Persons evicted from other premises may be excluded from occupancy in the Park; a judgment against such applicant within the preceding ten years awarding restitution of residential premises to such applicant's landlord shall give rise to the right of the Park to exclude the applicant.

7. **LEASE/SUB-LEASE** – No resident may sublease or permit anyone to occupy the manufactured home while resident is not occupying the manufactured home (without express written permission of Community Management). Community management; may lease manufactured homes it owns or leases on community lots. In this case, the resident need not be an owner.
8. The management seeks the participation of the residents towards the end of promoting the fair and uniform application of Park Rules and Regulations. However, tenants who have lodged more than two (2) unfounded complaints against any other tenant in the park within six (6) months may be subject to eviction where Management determines such complaints to have been based upon or motivated by malicious or improper purposes.
9. Each home must have a lot number on the home immediately upon arrival into the Park. Such lot numbers must be readily visible from the street. If homeowners do not comply, Park Management reserves the right to place numbers on the home and to access a charge for the service.
10. No commercial, illegal, or immoral activity will be permitted in the Park. Liquor and drug sales are forbidden, as is the use of firearms, air guns, or archery equipment, and miscellaneous weapons that could cause harm. Fireworks use is not permitted at any time on Park property.

Daytime baby-sitting shall be permitted as an exception to the prohibition against commercial activity within the Park with certain provisions. No one may baby-sit for more than four (4) children not members of his/her own household, and under no circumstances may the total number of children in any household including clients and children and/or stepchildren of the tenant exceed six (6) total children.

11. **BEHAVIOR** – All tenants shall conduct themselves and require others on the premises with his/her/their consent to conduct themselves in a manner which will not disturb the peaceful enjoyment of the Park by his neighbors and the other occupants of the Park. No tenant shall cause, promote, or permit any disturbance to any tenant of the Park. By way of illustration and in no way limited, the behavior forbidden by this or any other Park rules, the following is prohibited:
  - A. LOUD TALKING, PROFANITY, LOUD RADIOS, STEREOS OR OTHER DISTURBING NOISE.
  - B. VEHICLES WITH LOUD BASS SPEAKERS, AND VOLUME TURNED EXTREMELY LOUD.
  - C. BARKING DOGS OR OTHER PETS THAT PRODUCE DISTURBANCES.
  - D. LOUD MOTOR VEHICLES OF ANY DESCRIPTION INCLUDING MOTOR BIKES.
  - E. LOUD MACHINERY INCLUDING INADEQUATE MUFFLED LAWN MOWERS.
  - F. INDECENT EXPOSURE OF ANY NATURE.
  - G. PASSING THROUGH ANOTHER TENANT'S LOT WITHOUT FIRST GETTING PERMISSION FROM THAT TENANT.

**ACTIONS OF OTHERS:**

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Occasionally non-resident guests and/or invitees of tenants may commit acts that are violations of Park rules. For such situations, the following shall apply:

A. Where such actions take place upon the leased premises in the presence of the tenant or tenants, such actions shall be deemed the actions of the tenant who shall be liable for any rules violations and subject to such remedies as Landlord may choose to invoke therefore.

B. Where tenant's guests or invitees violate Park rules within the Park but either off the leased lot or outside the presence of the tenant, the tenant shall not be subject to Landlord's remedies on a first occasion. However, upon a subsequent violation by a guest or invitee of the tenant, the tenant shall be liable to eviction, for such subsequent violation provided:

1. Landlord has within the six (6) months immediately preceding provided tenant notice of the guest(s) or invitee(s) rules violative behavior, and
2. The former guest(s) or invitee(s) have not been informed by tenant to remain away from the premises.

It shall not be necessary that the Landlord show the individual identity of the person violating Park rules in order to invoke his remedies but, rather, only that.

A. The prior notice of violations has been given out, and

B. The perpetrator(s) of the behavior is or was at the time the guest(s) or invitee(s) or the tenant.

Any tenant who fears that he or she may be held liable for the actions of persons who are not on the premises by the tenant's invitation shall notify the management in writing, that the said individual(s) are not on the Park property pursuant to the invitation or permission of the tenant and shall authorize, as far as the tenant is concerned, the Management's prosecution of such individuals for trespass and, further, shall appear and testify, as required against such individuals. In the absence of such cooperation, the claim or claims of the particular non-tenant(s) as to his/her/their authorization to be on Park premises as guest(s) or invitee(s) of the tenant shall be deemed prima facie evidence of the truth thereof.

12. **SUPERVISION OF CHILDREN** – All residents have an affirmative duty to supervise their minor children, their children's guests and invitees and any other minors subject to their control on the leased premises or elsewhere in the Park. Failure to supervise may lead to serious accidents or injuries to persons or to property. For these reasons notwithstanding same, and in addition thereto all tenants shall be financially responsible for damage to the property of others or the disturbance of the quiet and peaceful enjoyment of the premises by others caused by the actions of their children, guests and/or invitees.

**CURFEW** – For children under 18 years of age, not accompanied by a parent is 10:00 p.m. on Park property. Children found breaking curfew will be warned and escorted home by management. Parents are responsible for enforcing this curfew. Failure to enforce curfew will be a violation of Park rules, which results in a material violation being issued to the resident(s).

**NO LOITERING** at street corners, front entranceways or mail and pool areas.

**BIKE RIDING** – Residents are permitted to ride bicycles in the Park, however, only along the side of the streets. Anyone riding in the center of the street, failing to yield the right of way to a vehicle will be given a warning. Parents of children will be contacted by Park Management of the warning. **NO BIKE RIDING, SKATING OR SKATE BOARDING PERMITTED AT FRONT ENTRANCE OF PARK.**

Children may not play around installations. Young children under 12 years of age may not be left alone in your home.

For safety reasons, big wheels, tricycles, and small riding toys are not permitted to be used on the streets. No skate boarding over speed bumps.



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13. Vendors and Solicitors are NOT permitted on Park property at any time. If you are aware of anyone soliciting in the Park, please contact Park management. No person, whether tenant, invitee or other outsider, shall peddle or solicit others for sale or distribution of any merchandise, devices, services, periodicals, tickets, or other matter whatsoever, distribute samples or advertising matter related thereto, or engage in any other commercial activity; engage in hand billing, pamphleting, leafleting, picketing, political activities, speech writing, or fundraising within the Park.

14. **UTILITIES:**

The tenant shall cause all utility hook-ups to conform to all applicable codes.

Gas and/or electric is metered at each home and is billed directly to the local resident by the local gas and electric company. Resident(s) is/are responsible for applying for their own utility hook-ups and service.

A telephone line is ready at the home site. The resident is responsible for applying for service with the local telephone company.

Water and sewer hook-ups are available at each lot. Residents are responsible to see that water use is not abused by failing to repair plumbing leaks, running water continually, etc. On the homes in which a meter is installed, the residents are responsible to see that their skirting is kept in place during winter months and that they have a functioning heat tape, plugged in and properly installed. Heat tapes and installation must be around the water meter under your home as well as the house lines to prevent possible freeze up.

Residents will be held responsible for the cost of repairs to the water meter and/or water lines due to freezing, tampering or abuse. **TAMPERING with either water meters or remotes or illegally turning service back on after a turn off for non-payment constitutes theft, which is a crime for which one can be prosecuted.** Tampering and water theft is a violation of park rules and regulations which will result in eviction from the park as well as prosecution for criminal theft of water.

Tampering or altering of park-owned electrical, gas and water connections is strictly forbidden. In case of trouble with exterior services, contact the Park Manager. **SEWER/DRAIN LINES** – It is the responsibility of the resident to maintain sewage lines in good condition. If a resident causes any line to become clogged because of foreign matter such as sanitary products, rags, diapers, paper towels, etc., it will be the resident's financial responsibility to clear the line of the blockage. If it is unknown what has caused the blockage, and the resident has made all efforts to open the line without success, the Park will have the lines cleared, however, if the results show inappropriate items down in the lines, the resident will be fully responsible for the expense incurred.

15. Damage to a home or its internal appliances due to electrical shorts or surges is not the responsibility of management, unless directly caused by neglect on the part of the management or maintenance. Residents with electric hot water heaters should have a check valve to protect the heater in case of emergency shut-offs.
16. **GARBAGE AND TRASH HANDLING** – Storage of garbage outside of the home in plastic bags is prohibited! **USE OF GARBAGE CANS IS MANDATORY.** Garbage cans must have lids and the lids must be tightly secured.

Cans are to be set out to the curb the evening before pickup, and returned to the rear of the home out of sight from street view, or in the shed. These containers must be returned to out-of-sight storage as soon as possible after garbage pickup.

Rental garbage containers/cans, supplied by the refuse collection company under contract, are to be utilized by residents. All trash, paper, glass, cans, wrapped sanitary products, and garbage must go into these containers.

**TRASH, LEAF BURNING AND OPEN FIRES (EXCEPT COOKING GRILLS) ARE NOT PERMITTED ON PARK PROPERTY.**

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UNDER NO CIRCUMSTANCES MAY TRASH, LEAVES, JUNK OR REFUSE OF ANY NATURE BE DISCARDED ACROSS PARK PROPERTY LINES OR ONTO ADJACENT PARKING LOTS.

17. **LOT MAINTENANCE** – Residents shall maintain home spaces at their own expense in a clean and attractive fashion. Management is not and shall not be deemed caretaker of any occupied lot, however, where management reasonably believes the tenant will not act to remedy a state of neglect or repair may at its discretion elect to remedy a condition of neglect or disrepair. Repairs and maintenance work which must be performed by management personnel due to the tenant’s failure to remedy a condition after notice, but which are the responsibility of the resident, will be billed to the resident and paid by the resident as addition rent upon the next rent due date thirty (30) or more days after presentation of the bill.

Residents must acquire park approval prior to painting their home, skirting, deck, shed or fence. The park reserves the right to determine whether or not a certain color or pattern is acceptable for the home or home accessory.

**LAWNS ARE TO BE SEEDED, FERTILIZED, PROPERLY WATERED, RAKED, MOWED AND TRIMMED.** In the event that a resident neglects to mow the lawn, where the height of the grass is five (5) inches or more, the management personnel will do so at the expense of the resident. Tenants will be charged separately for mowing and trimming in accordance with the property’s current mowing and trimming rates.

Residents may, upon obtaining permission from management, plant flowers, trees, and shrubs at their home site. No shrubs or trees or similar obstruction shall be erected or maintained which will obstruct traffic vision. **RESIDENTS ARE NOT PERMITTED TO REMOVE OR CUT DOWN ANY TREE ON PARK PROPERTY OR ADJOINING PROPERTY.** If home landscaping, trees, or shrubs die, it is the responsibility of the resident to remove them, however, only with written authorization from management. Once planted, the trees and shrubs become property of the Park and shall remain on the lot site. No trees or shrubs may be planted in front of a home in such a manner that would hinder or impede the eventual removal of the home from the lot.

**NOTE:** Of necessity, home spaces contain extensive cables and high voltage electrical transmission lines underground. Any digging without the knowledge and permission of management could be extremely dangerous. When seeking management approval for digging, the resident should provide a sketch location and depth for which excavation is planned and shall take steps to assure that cables shall not be damage. All risk of injury or damage to person’s property arising out of his/her digging shall fall upon the tenant.

18. Pools, regardless of size, are not permitted. Wading pools are permitted, but they can be no larger than 3’ in diameter. When in use they must be placed on the patio only, NOT on the grass. As a health and safety precaution, pools must be emptied when not in use, and placed in storage.
19. Trampolines, regardless of size, will not be permitted without park approval.
20. All children’s play sets must be approved by park management.
21. Hot Tubs or outdoor Jacuzzis are not permitted on park property.
20. All trash, debris, brooms, ladders, etc., must be kept out of sight. Toys, bikes, tricycles, and similar items must be kept in storage sheds when not in use. Only furniture specifically designed for outside use is allowed outside the home. Basketball hoops are not allowed on mobile home lots or roadways and may not be set up for use on Park property.
21. Ice and snow removal from sidewalks, driveways, and patios is the responsibility of the resident.
22. Patios and decks are not to be used for storage spaces. Decks must be maintained in appearance – stained or painted. Construction of decks should be solid and neat at all times. Residents are not to store items or debris underneath the deck area. Yard sales are not permitted on any resident’s lot. Park management may at its option designate an area for yard sales, as well as times.

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23. Residents with wood-burning fireplaces must keep firewood stacked in orderly fashion, either to the rear or side of the home at least five (5) feet from the home and six (6) inches up off the ground, in accordance with Health Standards. The amount of firewood to be stored on a lot is limited to one rick (2x4x8).
24. Signs and/or advertisements including, without limitations, "For Sale" signs and commercial advertisements shall not be displayed on any lot or on the exterior part of any manufactured home or vehicle. Park management is authorized to remove any such sign without risk of loss or liability. Nothing is to be attached to any Park property (utility poles, trees, etc.).
25. No clotheslines are permitted.
26. All holiday decorations must be removed within one week after any specific holiday.
27. The Park office and maintenance facilities are not open to the residents except for the purpose of conducting legitimate business with the Park. No loitering about those facilities shall be permitted.
28. Residents must register their house pet when moving in with a description. If you should acquire a pet after moving in, you must notify the management for approval. Management reserves the right to reject or approve any pet. ONLY small house pets under 20 lbs. full grown are permitted in the Park effective with these rules. All residents wishing to have a pet on Park property must have written approval by Park Management. Management reserves the right to approve or reject any pet(s), breeds, size and/or number of pets a resident may have. No resident may replace a pet with another pet without written approval from Park management. NOTE: When a pet is registered and then later grows beyond the size and weight limitation established by the Park, it is the pet owner who assumes the risk not Park management.

No tenant will be permitted to own more than two dogs regardless of size. The following breeds of dog, which are considered to be vicious by various courts throughout Ohio, are not permitted to reside on the property.

- Pit Bull (AKA: American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, and Red Nose Turtle Buster)
- Rottweiler
- Chow
- Doberman Pinscher
- German Shepherd
- Wolf-Hybrid
- To Include:
  - Any dog that has any of the above breeds in their lineage
  - Any dog with a history of violent behavior

If a dog is denied based on the manager's opinion that the dog does have one of the above listed breeds in its lineage a veterinarian's written opinion to the contrary must be provided. If the dog is found not to have the lineage of any of the above listed dogs it must still meet size and weight standards.

Also, the following full breeds will be automatically denied based on size.

Perro de Presa Canario, Cane Corso, Dogo Argentino, Alano Espanol, Japanese Tosa, Dogue de Bordeaux, Cordoba Fighting Dog, Alapaha Blue Blood Bulldog, American Bulldog, Valley Bulldog, Olde English Bulldogge, Renaissance Bulldogge, and Banter Bulldogge

Any pet which is to reside in the Park premises must be considered a house pet animal by the general populace. Certain municipalities have already passed or are considering ordinances banning certain breed of vicious dogs. If residents own a particular breed of dog that could be considered and/or recognized by others as dangerous, they must mark their home with a "Beware of Dog" sign. These residents should also consider the placement of their "stake-out" for their pets as not to intimidate individuals against approaching their door. No hoofed animals, livestock, poultry, poisonous or venomous snakes, lizards, insects or dangerous creatures are permitted at any time or under any conditions within the Park.

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All pets must be properly inoculated and where required, licensed. Pets must not run freely outside. When outside, your pet must be on a leash or chain. Leashes and chains must not extend into another resident's lot, and may not be tied to any utility pole. When walking your pet on a leash, keep it away from shrubs, trees, other resident's lots and parking pads. The control of the pet is the sole responsibility of the pet owner both inside and outside of the home, as well as cleaning up pet droppings as you walk your pet. **PET DROPPINGS MUST IMMEDIATELY BE CLEANED OFF LAWN, SIDEWALKS, PARKING PADS, PATIOS AND OTHER RESIDENTS LOTS BY THE PET OWNER!!**

Pets must not be tied in an area that would prevent utility meters (water, gas and electric) to be read without fear of bodily harm.

Doghouses, pet pens, and enclosures and dog-runs (such as wire cables going from one structure to another) are not permitted. Sheds are not to be used as doghouses. Nor are the pets to be housed under steps or homes.

Your pet may be put out on a chain to the rear of your home for periods not to exceed 20 minutes at a time, not more than two (2) hours total per day, provided they do not disturb the community by barking, whining or making other noises. Pets that do cause disturbances shall be permanently removed from the Park by the tenant upon thirty (30) days notice. Any resident that is requested to remove the pet from the Park may not bring another pet into the Park premises.

Management shall bear no responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or management or guests, independent contractors, or any other residents on the premises.

Pets may not enter the office (except as provided under Federal Law). No resident may own a pet in the community without first obtaining written consent from Community Management. Such consent shall be given only to a) residents requiring animals for the provision of assisted care living as an accommodation to a disability, b) those persons moving into the community who already own a small, lap-sized pet, not exceeding twenty (20) pounds, and c) current residents owning and maintaining pets on the effective date of these Rules and Regulations. No exotic animals may be kept in the community without the express written consent of Community Management. No dangerous animal or animal which presents a health or safety risk to the community and/or its residents will be permitted. No consent for a pet shall be given for more than two pets per manufactured home or replacement of an existing pet. Unruly animals of any size which disrupt the Community or any area thereof will be removed upon request by Management. Animals required as assisted care animals for the health, welfare, and safety of a resident, i.e., pilot dogs, are permitted. Please notify management if you own such an animal. Management reserves the right to request medical or psychological verification of an asserted disability and the physical change, modification or alteration to the community required to accommodate the assisted care animal must be submitted in writing to management prior to any such change and management reserves the right to verify the need for any accommodation requiring a change or modification of any home, structure or area of the community.

Please note the following:

A. Section 3701-27-27, Paragraph B of the Ohio Department of Health Laws specifically states, "Domestic animals or house pets shall not be allowed to run at large or create a nuisance in manufactured home communities," and Community Management respects this law. Also, no pet may be left outside unattended, even when on a leash.

B. The pet owner will see to it that residues are confined to the resident's own lot and not left elsewhere within the community. All residue and/or damage from animals shall be removed and repaired by the resident.

29. **MOTOR VEHICLES AND VEHICLE PARKING** – There is a **MAXIMUM** of two (2) vehicles per lot permitted at all times. Parking space for two vehicles is provided per each lot. Therefore, no on-street parking by residents or their guest is permitted. No parking on grass, sidewalks, patios or vacant lot sites or other residents' lots is permitted by residents and their guests.

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Guests visiting the park must park in the designated area provided at the front of the park. UNLESS the resident wishes to park his own vehicle in this area to allow the guest access to his parking pad. Overnight guests should park in the area at the front of the park or other designated area and obtain a parking permit from the office.

Families with an approved third driver which need an additional car, must obtain permission from the park office and reserve a parking space for the designated vehicle if space is available at the front parking area.

**REPAIRING OR OVERHAULING VEHICLES ON PARK PROPERTY IS NOT PERMITTED ON THE LOT OR ON THE STREET.** All repairs and/or maintenance should be performed in designated areas if such areas have been designated. Cars which are not in running condition, or do not have current license plates may not be kept of Park property. Unsightly vehicles are not permitted as well as those vehicles with components missing, those with mismatched paint colors and those missing safety components. Management reserves the right to determine which vehicles are unsightly, and to require them removed from Park property. Minor repairs of automobiles are permitted. Minor repairs include the topping off of fluids (oil, brake, radiator, transmission, etc.), replacing batteries, alternators, spark plugs and changing plates. Minor repairs shall be limited to one day a month for any given tenant.

The park has streets, lanes and courts which have been designated as “Fire Lanes”, or “No Parking” areas. These areas are/will be designated by posting appropriate signs. When flagrant violations occur, vehicles in violation will be towed from the premises. All towing will be done in accordance with provisions set forth in the Ohio Revised Code and in accordance with the law of the State of Ohio.

Illegally parked vehicles will be tagged for tow within 24 hours. Any towing order by Park management of any vehicle(s) in the Park will be the financial responsibility of the vehicle owner.

Vehicles with loud or defective mufflers are not permitted within the Park.

Vehicles shall be kept free of oil, gasoline, and other leaks to prevent damage to parking pads and streets. Parking pads are the responsibility of the tenant. Any lubricant leakage must be cleaned off to prevent damage whether it be from tenant(s)’ vehicles or his guests’ or any other resident’s vehicle. The tenant will be financially responsible for the repair or replacement of the parking pad as a result of damage from corrosive materials.

Semi-tractors, large commercial trucks, trucks of one-ton capacity or over, and busses are not permitted within the Park at any location.

Recreational vehicles, boats, and pull-behind trailers are not to be stored in parking spaces, streets, or lots. State Law requires the Park to enforce this regulation. This includes canoe type boats.

Motorcycles, mopeds, and mini-bikes are permitted, however, only to be ridden directly to and from home sites when entering or leaving the Park. No joy riding is permitted on Park property.

**DIRT BIKES, GO-CARTS, AND DUNE BUGGIES ARE NOT PERMITTED ON PARK PROPERTY,** which includes common areas and surrounding areas of the park by Park residents or their guests.

The maximum speed limit is 10 mph for all other motor vehicles in the community. This rule will be strictly enforced. Failure to abide by posted speed limits, after two warning notices, will result in the loss of residency in the community.

All residents are responsible to see that this speed limit is upheld on Park property – both by themselves and their guests! (See Section II Rule 10). This speed limit is posted throughout the Park for the safety of all residents and their children. Violation of this limit shall be deemed to materially affect health and safety of residents of the Park.

**OBEY ALL STOP SIGNS ON PARK PROPERTY!**

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30. Where tenants are provided with lock mailboxes, they will be responsible for any damage done to the door, lock or key. There will be a \$10.00 deposit. Lost mailbox keys will be replaced at the stated cost in effect at that time.
31. Complaints must be presented to the park office in written form and signed by resident initiating the complaint. Complaint forms are available at the office. This does not pertain, however, to emergency situations such as electrical, or water leaks, etc. If a complaint is found to be valid, a material violation of Park rules may be issued by management to the resident in violation.
32. **MAIL SERVICE** – You will receive daily delivery from the post office to your box and large packages will be delivered to your home only if your home is clearly marked with your lot number. Complaints regarding mail delivery are the responsibility of the U.S. Government. The Park does not control mail delivery.

**LAKE & PLAYGROUND AREAS:**

Management reserves the right to establish hours for availability for the pool, lake and playground areas. Please check with the Park office for these time periods.

**33. POOL (WHERE APPLICABLE)**

- The pool is for use of residents at no charge. Guests may use the pool in the company of the resident only, with a limit of two guests per resident.
- No loitering in the pool area.
- No drinking of alcoholic beverages in pool enclosure. No food, glassware, or bottles may be taken inside pool enclosure. Smoking is not permitted inside pool enclosure.
- Pets may not enter the pool area.
- People in wet bathing suits are not permitted in the office.
- Only swimwear is permitted in pool. No T-shirts, shorts, cut off jeans or diapers are permitted.
- State Code requires that no children under the age of 14 years are permitted to swim without adult supervision. All residents are required to assure that their children and their guests and invitees obey that ruling.
- No diving, running, or jumping is permitted. No rafts or adult size floating aides permitted. ONLY toddler size floaters (such as rings) are permitted.
- No swimming with oils or lotions. You must shower off first.

**34. LAKE (WHERE APPLICABLE)**

- The lake is for the enjoyment of all residents for fishing only. Those residents who live directly adjacent to the lake are permitted to fish from the bank of their home. All others are considered trespassing on these lots.
- Anyone fishing around the lake must clean up any papers and or fishing gear from the bank.
- Drinking alcoholic beverages is prohibited at the lake.
- Be considerate of those residents who live along the lake. Keep talking, music and noise down so as not to disturb others. Also please do be respectful of other residents' lots, as you walk through areas to the lake gates do not disturb or damage property.
- CHILDREN 14 years of age and under MUST be accompanied by an adult while at the lake.
- NO SWIMMING, WADING, BOATING, OR DISTURBING THE WATER FOWL IS PERMITTED
- When lake is frozen – STAY OFF THE ICE AND NO ICE SKATING

**35. PLAYGROUND (WHERE APPLICABLE)**

The playground equipment is for the use of residents only. Children 10 years old and under must be supervised by a responsible adult. Availability of the play facilities will be determined by management.

**AMENDMENTS**

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These Rules, Regulations and rental fees may be changed by Community Management by giving notice in writing of the changes(s) and the effective date of the changes(s) to all residents at least thirty (30) days prior to the effective date of such changes(s). The resident agrees to be subject to all subsequent amendments and modifications to these rules and agrees without further signature to be bound and obliged by these rules and amendments and will comply with the same.