

Imperial Communities, Inc.
3293 Ellsworth Bailey Rd. SW
Warren, Ohio 44481
Phone: 330-824-2174
Emergency Contact: 330-219-6550, 330-219-1815, 330-219-1608

RULES & REGULATIONS

The following rules and regulations are effective as of March 31, 2020 and replace all prior rules & regulations. These rules have been developed to create a pleasant and safe living community. We are proud of our residents who show consideration for peace, privacy and property of the other residents. However, these rules & regulations are a condition of your residency and any violation therefore can subject you and your home to eviction.

Management of your Manufactured Home Community offer Equal Housing Opportunities. We do business in accordance with the Federal Fair Housing Law 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 of housing; financing of housing; or in providing real estate brokerage services. Your rights as a resident, and your manufactured community operator's rights, are protected by section 4781.01 through 4781.99 of the Ohio Revised Code, which regulate rental agreements in manufactured home parks.

Welcome to Imperial Communities, Inc. It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that are intended to maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

Residents are expected to conduct themselves in a manner that does not violate the law or rules of the public health council, the Ohio Home Commission or local regulations. Persons convicted of a felony after their residency has commenced may have their residency terminated should that felony be of a violent nature or an aggression against minors. A criminal felony conviction may affect the approval process for residency. If a person applies residency but has a criminal felony conviction from the following offenses that occurred less than 10 years ago, the applicant will be asked about the nature of that conviction as well as the date of the conviction:

- Sex Offender particularly those that were offenses against a minors
- Drug possession and drug trafficking
- Theft
- Armed Robbery

- Burglary
- Rape
- Kidnapping
- Any other criminal conduct that would affect the safety or welfare of the others

We will use reasonable effort, within our own judgments, to protect the person and property of the resident, it being understood however, that the Park, its owners, the management, or any of its employees shall not in any way be liable for personal injury to any person or for loss, theft or damage to property.

The legislature of the State of Ohio and Public Health Council, Department of Health, require that the operator of a Manufactured Home Park adopt rules governing the operation and maintenance of the Community, your Manufactured Home Community has adopted the following rules.

Every person approved as acceptable resident by Community Management will be given a copy of the Rules & Regulations. He / She will be offered the option of a one (1) year rental agreement or a month-to-month agreement with essentially the same terms. Any renewal of a one year agreement will be on a month-to-month basis and may be terminated at any time thereafter by either party in accordance with terms of the rental agreement.

**Community Operations are conducted Monday – Saturday 7:30am to 6:00pm. During which times noisy operations may occur.

OCCUPANCY AND RENTAL OF LOT

1. Applications for occupancy will be examined through credit checks, criminal checks, and character references, etc.
2. OWNERSHIP: At least one member of majority age must be the titleholder of the home as the owner. The owner or owners of the manufactured home must be the resident and must occupy the manufactured home during the full term of the residency. Residency shall terminate if the owner does not occupy the manufactured home or if all occupants have not been approved and registered (exempting minors). Residency shall terminate if the home owner or his/her immediate family does not occupy the manufactured home, unless prior written authorization has been obtained from management.

Residency shall terminate if the owner does not occupy the manufactured home. Each person and pet residing in the Community must be registered and listed on the Community Application which must be signed by the resident. And also, **any changes must be reported to the management immediately.**

- a) If there is only one owner of the home and that person dies, a remaining spouse shall have the option of continuing residency in the park. If the

home becomes part of an estate to be probated, the park owner shall not be denied the right of having the home removed from the park. If park management allows the home to remain in the park, then the park management shall be paid the full amount of the monthly lot rental fee plus payment for all services rendered in proper maintenance of the home site and/or general maintenance of the home, at the time all payments and/or expenses are due.

- b) No manufactured home shall accommodate or be occupied by more than two persons per bedroom including the owner (resident) and family or in accordance with local laws.
- c) ABSENCE FROM COMMUNITY- 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, at its sole option, may dispose of the property and all remaining personal property as provided by law.
- d) ABSENCE FROM COMMUNITY- A resident who is absent from the premises for thirty or more 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 leased premises will result in the termination of your residency.
- e) REINSTATEMENT AFTER ABSENCE: If a former resident returns after this extended time period and seeks to reinstate his or her residency, they must submit an application for residency and agree to submit to a background check. Pre-approval is necessary to re-commence residency within the community.
- f) 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 accommodation 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.
- g) TAXES & INSURANCE: All residents are responsible for the taxes levied and charged to the home. Failure to keep taxes current will result in the termination of residency. A current copy of your homeowners insurance must be provided to the Community Management showing the current insurance coverage for the home. The Resident is responsible for maintaining insurance for the home and its contents and should be prepared to produce a copy of the current insurance binder to Management upon request.
- h) ADDITIONAL OCCUPANTS: If a resident wishes to have a new individual occupy his or her manufactured home, the new individual must

apply for residency and must receive approval from management prior to moving in. Such approval will not be unreasonably withheld. A resident's failure to seek approval for a new occupant will constitute a material violation of these Rules.

- i) GUESTS – Occupants who stay in a home for either seven (7) consecutive nights or for seven (7) nights within a one-month period must be registered with the Park as an occupant and must undergo the application process to be approved for occupancy. Occupants are not the leaseholders yet are still subject to compliance with the Community's Rules for Residency, they must make application to live at Imperial Communities, Inc.
 - j) TITLE: Community management requires that a copy of the title to the home be on file with management. A \$100.00 title deposit may be charged, and is refundable when a copy of the title is produced showing the home is titled in the new resident's name. Failure to present a copy of the title may be grounds for the termination of residency.
3. No resident may sublet, lease, or land contract their homes site, take in boarders or permit any person other than those listed on the park application to live on the premises. Rights to occupy are not transferable. Residents must make their own application to the electric, water, gas and telephone companies for services and shall pay all bills rendered by said companies.
4. Park Management may lease manufactured homes it owns or leases on community lots. In this case, the resident need not be an owner.
5. Lease Terms: If you have elected to sign a yearly lease, the total payment due will be the sum of twelve (12) months, to be paid by the first of each month in twelve (12) equal installments. Payment of a monthly lease is due by the first day of the month. Payment may be in the form of cashier's check, money order, or personal check. A fee of \$25.00 will be charged to the lessee for each check that is returned for insufficient funds. The payment is considered late if it is received after the fourth day of the current month. A \$25.00 charge will be added to the balance due after the 5th of the month. **Rent payments will be first applied to outstanding balances.** The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full.

SALE OF MANUFACTURED HOME

RIGHTS TO SELL: The management will not deny a tenant the right to sell his home within this Community; the tenant must state his/her intentions to sell the home to the management at least 30 days prior to the selling of his/her home. Tenants are permitted

to advertise the sale of the manufactured home and are permitted to use the lot address in said advertising, however, **NO FOR SALE SIGNS WILL BE PERMITTED UNDER ANY CIRCUMSTANCES.**

PRIOR APPROVAL OF PURCHASER: Occupancy within the community is permitted only by previously-approved residents registered at the office for a designated site. Each resident shall bring a proposed or new purchaser to Community Management to complete all applications for residency and credit. The purchaser/new resident must meet all community rules and regulations requirements, credit approval, criminal checks and character requirements. The purchaser/new resident must agree to all community rules and regulations and evidence that agreement in writing. You, as seller(s) have the right to be in attendance at any meeting between management and any prospective purchasers.

REQUIREMENTS PRIOR TO SALE: Any home that is being sold to a new purchaser must meet all local code requirements, including but not limited to electrical, health, safety and building codes. Management has the right to reject a prospective community resident based upon the manufactured home's failure to meet such local code requirements.

Community management reserves the right to maintain community standards which regulate the quality and condition of the exterior and interior of any manufactured home within the community. Community management has the right to reject a prospective community resident based upon the obsolescence or deterioration of the manufactured home.

Sales – exchange -transferal of Ownership of a Manufactured Home. Renting a manufactured home lot does not include the privilege of using the Community address or name for the purpose of negotiations of sale of the manufactured home – prior to placing the said manufactured home on the market for sale. The Community management however, reserves the right to approve prospective tenants prior to any sale to determine, if the purchaser meets the parks standards. No Home can be sold on Land Contract.

1). If a home is to be resold and remain on the lot in Imperial Communities, the following must be completed:

Pursuant to Ohio Revised Code Section 4781.45. Community Management shall have the right to inspect the interior and exterior of the home prior to approving a prospective purchaser as an acceptable resident in this Manufactured Home Community. As long as your present manufactured home remains safe and is properly maintained, in accordance with the standards of the park rules the management will not require your manufactured home to be moved out of the Community, however when you decide to sell your present manufactured home, the management does not feel obligated to allow the new owner, your purchaser the same considerations. Community Management reserves the right to terminate a rental agreement and require the removal or repair of a manufactured home based solely on the age, deterioration, obsolescence, or appearance of the manufactured home. Community Management reserves the right to require the removal of a

manufactured home based solely on the age, deterioration, obsolescence, or appearance of the manufactured home. Community management has the right to accept or reject the prospective purchase of a manufactured home as a resident based solely on the age, deterioration, or obsolescence of the interior or exterior appearance of the manufactured home. As a general guideline, a prospective purchaser of a manufactured home more than fifteen years old will not be approved as an acceptable resident with that manufactured home. Therefore, please be advised that the sale of all manufactured homes in this Community will be permitted only at our discretion. The home must meet all local code requirements, including electrical, health, safety and building, but not limited thereto. The purchaser, if approved, shall be required to improve and upgrade the Manufactured home and the premises.

Community Management will require that any repair or changes that is necessary to improve and upgrade the manufactured home, be made prior to the sale of the home. These include the manufactured home and or premises to community standards.

All open accounts at the Office and rent due MUST be paid in full before the approval to sell your manufactured home.

If desired the Sale's Office will list your home along with other homes being sold and make every effort to sell the home at the price set by the seller for a commission fee of \$1200.00.

An Application must be completed by the prospective buyer in person at the community office and the Rules & Regulations will be explained and signed by the prospective buyer prior to any transfer or ownership of any home located in Imperial Communities, Inc.

A non-refundable Application fee of one-hundred (\$100.00) dollars must be paid to Imperial Communities, Inc., prior to transfer of ownership of home. This fee covers the cost of processing character, credit references, criminal references, work history, and police reports, when necessary, to qualify the prospective resident.

Occupancy of the home other than the owner is NOT permitted. No renting of manufactured home with the intent to purchase. No renting rooms.

If the home is removed from the Community you must notify the Management at least 30 days in advance, so arrangements can be made to disconnect water lines, etc. If you disconnect these utilities and there are any broken lines you will be billed for any repairs needed for the new service.

Residents shall bring a proposed or new purchaser to Community Management to complete all applications for residency. The purchaser/new resident must meet all community rules and regulation requirements, credit approval, criminal checks, and personal character requirements. The purchaser/new resident must agree to all community rules and regulations and evidence that agreement in writing.

CARE OF YOUR PREMISES

Community management reserves the right to maintain community standards which set forth the quality and condition of the exterior and interior of any manufactured home within the community. By signing these rules and waiving signature thereto, residents agree to reside within this community subject to the standards of the community.

Every resident must keep their site and home in a clean and neat appearing condition. This pertains to the home itself, skirting, awning, sheds, fences, and any other structure on the lot. Yearly inspections of your lot will also let you know of any thing that is in need of repair or replacement. **Before any construction of any type is permitted on the lot, or added to the home, the resident must obtain written permission from the Management and submit a drawing of the construction to proceed.** (This means anything that is added to your lot other than the home itself.)

- a) It is not permissible to sell tires and/or axles from your manufactured home. If they are gone now, they must be replaced.
- b) Only commercial attachments will be approved. The management will not approve of any homeowners plan to construct or contract to construct any “stick built” structure on the lot or attached to the home. Among other things this specifically includes: Porch enclosures, roof or awning structures, garages, carport awnings, add-a-rooms, Florida rooms, screened-in porches, or enclosures of carport awnings or anything similar.
- c) **No Exterior plastic permitted on doors, windows, patios, carports, awnings, etc.**
- d) No manufactured home 12’x 70’ or smaller will be permitted. Existing manufactured homes 12’x70’ or smaller shall be removed upon termination of the present resident’s tenancy.

SKIRTING

Foundation siding/enclosures – all manufactured homes shall have foundation systems conforming to standards set forth in Section 4781.45 of the Ohio Department of Health Rules and Regulations. Manufactured vertical vinyl **MUST** be management approved. All manufactured homes must be skirted within 30 days after home installation and is to remain completely skirted at all times. If you remove your skirting for any reason, it is to be replaced that same day. Skirting panels must be kept in place at all times. If any of these become missing or damaged or unsightly you must replace them immediately. Old, worn, damaged skirting must be replaced with vertical vinyl skirting **only**.

AWNINGS

Porch/Patio, Driveway Awnings, & or Car Port Covers must be either Silver-top, Dura-Built, Dura-Lock or Urban no exceptions. Door, Window awnings must be Manufactured Aluminum, Silver-top, Dura-Built, Dura-Lock or Urban, any other must be commercial High Quality manufactured aluminum & **must be Management approved.** **All awnings, carports, etc, must be new product no used, recycled material.** No homemade awnings or rooms. All must be properly installed and attached and supported

to withstand wind and snow load requirements. All maintenance and damage must be replaced or repaired immediately, with original replacement material. No wooden or steel posts.

AWNING ENCLOSURES

All awning enclosures must be Aluminum manufactured Silver-top, Dura-Built, Dura-Lock or Urban, any other enclosure must be management approved. All enclosures must be new product no used, recycled material NO exceptions.

DECKS

All decks must be made of pressure treated lumber or vinyl decking. The bottom shall be enclosed with lumber, lattice or vertical vinyl (Matching Home) material approved by the Park Management.

MAILBOXES

Must be 100% copolymer White only. If it is damaged it must be replaced immediately.

ELECTRICAL EQUIPMENT

No alterations to present wiring. The yard light must be maintained by the tenant; replacing bulbs when necessary. If yard light does not work please call the Park Management.

AIR CONDITIONERS

Central Air Conditioners must be installed according to all electric codes and H.U.D. codes. Window air conditioners must be properly installed and neatly maintained. Any support for window air conditioner units must be a bracket type attached under the air conditioner unit for support, and must be made of aluminum or pressure treated wood. No ground supports are permitted. No window air units permitted on the hitch end of the home.

WINDOWS

No insulation, foil, etc. in windows that are visible from the exterior of your home.

Curains, Blinds Only, No Exceptions.

ANTENNAS

Outside antennas shall be installed only on the off entrance door side of the home, or on your shed. Residents are responsible for properly securing their antenna for support. Antennas must be mounted on poles of sufficient strength anchored approximately three quarters of the way to the end of the home. Antennas shall not exceed more than 6' above the roof of your home. CB or shortwave radio antennas are permitted and may not exceed 6' above the roof of your home. **Positively NO support wires.**

SATELLITE DISHES

Small (18") satellite dishes are allowed but management reserves the right to restrict the placement of the satellite dishes based on aesthetic reasons, as long as the resident's receipt of over-the-air signals are not interfered with or restricted in any manner and the

cost imposed is not unreasonable. Failure to consult management will result in you having to take down your satellite dish. No large dishes for low-powered satellite services are permitted.

PAVILION

(Pavilion) is available for use under rules and guidelines available at Community Management's office. Residents using pavilion are responsible for any damage or injury occurring during their usage of the property.

CABLE T.V.

Cable Television is provided by Time Warner Cable.

SHED

(No Steel Sheds) **All Sheds Must be Aluminum, Pressure Treated Wood or Vinyl.** Aluminum Sheds must be either Silver-top or Urban (No Exceptions). Maximum size of shed 12' X 16'. This rule is subject to change in Park # 1, those in this park must check with management on size allowed on their lot. **Sheds must not be higher than your home.** No freestanding auxiliary building shall be placed within five feet of any occupied manufactured home or portion thereof other than the manufactured home occupied by the owner of the freestanding auxiliary building. Maximum of 2 sheds per lot. Any storage shed must be approved by the management prior to erection on the lot. Any storage shed must be installed in a professional manner and be straight and level. Management must be consulted as to shed location.

FENCES

Are permitted but must be made of either pressure treated lumber or vinyl, **(no chain link, metal, or steel)** resident MUST contact management as to size and location. Resident agrees to trim both sides of the fence.

HOUSE NUMBERS

Each Manufactured home lot in a manufactured home park shall be marked so as to be readily identifiable and easily readable from the street.

STEPS

Front and Rear entrance steps are required on all manufactured homes in the Park. Steps must be either pre-cast concrete, Fiberglass, Vinyl or Pressure Treated Lumber. Any porch structure must be built in a professional manner and to be square, level, safe (with hand rails), and attractive. The bottom must be enclosed with either lattice, lumber or vertical vinyl (Matching Home) approved by management. All porch structures must be management approved.

FOUNDATION SYSTEM

All manufactured homes shall have foundation systems conforming to standards set forth in Section 3701-27-082 of the Ohio Department of Health Rules & Regulations,

including those of the Plan Approval and Design Guide of the Ohio Department of Health.

FOUNDATION SIDING / ENCLOSURE

All home foundations must be enclosed (skirted) within 30 days of installation. The enclosure must conform to the design, installation and location established by Community Management.

All outdoor landscaping, improvements and plantings made by residents become the property of the community upon termination of residency. Any permanent improvements to the lot or home which are not normally and easily removable or transportable are fixtures as that term is recognized by law and are not subject to removal by the resident or compensation by community management, unless a written agreement is entered into by the community and resident.

REGULATIONS AND REQUIREMENTS REGARDING FOUNDATION SYSTEM

Tiedowns-Supports for Home

Every manufactured home whose manufacturer furnishes written provisions pertaining to tiedown and which is placed in a manufactured home community after June 1, 1979, shall be secured with tiedowns in accordance with the requirements of the individual manufactured home manufacturer or the northern zone of the “National Fire Protection Association” 1977 standard NFPA 501A.

A manufactured home community operator shall require those manufactured homes subject to the above paragraph (a) of this rule to be secured with tiedowns within thirty days after placement of a manufactured home upon a manufactured home lot.

Each manufactured home placed in a manufactured home community after the effective date of this rule, shall be supported by blocked that meets the requirements of the individual manufactured home manufacturer, the “National Fire Protection Associations” 1977 standard NFPA 501A and the requirements of the Ohio Department of Health.

NATIONAL FIRE PROTECTION ASSOCIATION 1977 STANDARD NFPA 501A:4.2.2.1 NUMBER, SPACING, AND LOCATION OF ANCHORING TIES

- Number of Ties: The minimum number of ties per side, for various lengths of manufactured homes in hurricane and non-hurricane zones shall be in accordance with Table 4.2.2.1.(a).
- Spacing of Ties: Ties shall be as evenly spaced as practicable along the length of the manufactured home with not more than 8 feet open-end spacing on each end.
- Location of Ties: When continuous straps are provided as vertical ties, such ties shall be positioned at rafters and studs. Where a vertical tie and diagonal tie are located at the same place, both ties may be connected to a single ground anchor, provided that the anchor used is capable of carrying both loadings.

- Special Ties: Clerestory roofs and add-on sections of expandable manufactured homes shall have provisions for vertical ties at the exposed ends.

FEE PAYMENT

Rent is due and payable to Imperial Communities, Inc., 3293 Ellsworth Bailey Rd. S.W. Warren, Ohio 44481. You will be billed approximately on the 25th of each month, rent shall be due and payable on the first (1st) day of each calendar month and payable no later than the tenth (10th) day. A charge of \$20.00 will be added as a late charge for any rental payments in arrears over five (5) days. A \$25.00 charge will be added to your account for NSF checks, and checks that have been re-deposited because of non-sufficient funds. If you the tenant are in the rears of 1 month, this will be grounds for eviction and eviction procedures will be stated immediately.

Two (2) vehicles are permitted in the basic rent. An additional charge of \$10.00 monthly will be added to your monthly statements for each vehicle's. If a resident's driveway will not accommodate parking for overnight or weekend guests, contact the Park Management office to arrange for additional parking facilities.

- If a home becomes part of an estate to be prohibited, the community owner shall not be denied the right of having the home removed from the community. If the community owner allows the home to remain in the community, then the community owner shall be paid in full the amount of the monthly lot rental fee plus payment for all services rendered in proper maintenance of the home site and/or general maintenance of the home, at the time all payments and/or expenses are due. By acknowledgement of receipt of these rules by signature or waiver, the resident agrees to create for management a priority claim on any estate of the resident.

Security Deposit: A security deposit equal to one month's rent is required to occupancy, unless mutually agree otherwise. The deposit will be returned upon termination of the rental agreement, subject to the premises being left in good repair and condition, and all rents and expenses current.

RESIDENCY RULES

Lawn Care: No resident shall fail to maintain his lawn and yard in a slightly, well groomed manner. If resident fails to do so, Park Management may-but is not required to-perform all work such as mowing, fertilizing and other services necessary to upgrade the yard. Residents will be billed at the current rates for materials and labor. Mowing only charge \$40.00. Lawns are the responsibility of the resident. Residents are required to mow, trim, and weed their yards and landscaping once each week during the growing season to keep their lot in a neat appearance. Lawns not mowed will be mowed by the management and charged to the resident. All lots MUST be kept clean and neat, trimming is part of keeping your lawn neat.

Utility Line Maintenance: Each resident must maintain in good repair any and all water, sewage, gas and electric lines or pipes inside and outside the manufactured home up to the point of connection with community facilities. If a resident causes any line or pipe to become clogged, or non-functional because of foreign matter, including but not limited to sanitary napkins, rags or paper towels, the resident must pay for restoring the line to service. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement.

Landscaping: Planting of trees, shrubs and flowers are suggested but NO landscaping changes, pruning, planting or digging including but not limited to tree planting and other ground / landscape activities – may be made by resident without first obtaining approval from Park Management so that sewer, water, gas, electric, cable and other underground facilities may be identified and properly protected and park aesthetics may be maintained. All shrubs, trees and plants installed by the resident, shall remain and not be moved when the resident vacates the Park. Pruning and care of all trees & shrubs and/or replacement of dead trees or shrubs shall be done at the home owner's expense. No tree shall be cut down without prior approval of the Management. Residents shall not dig or drive rods, stakes, pipes or other objects into the ground in any area in the community.

Repair Charges: Repair of any underground utility lines damaged by digging or planting on the premises will be charged to the appropriate resident causing or participating in the cause of damage. Repair to common area and other homes / buildings damaged by a resident's maintenance activities will be charged to the resident causing or participating in the cause of the damage.

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, off the ground, and not an excessive quantity.

Digging: Residents shall not drive rods, stakes or pipes or other objects into the ground in any area in the community without first obtaining written approval from Community Management.

Patios, Drives: Patios and driveways must be kept free of gasoline and oil stains. If damage to asphalt or concrete is caused by gasoline or oil leaks, residents must remove these stains, or charge for such removal will be assessed by the Park Management. Painting of concrete is not permitted.

Snow plowing: It is the responsibility of the resident to clear the street of any parked cars during snow plowing operations, or whenever requested by the Park

Management. Sidewalks, driveways and patios must be kept clear of snow and ice. Use of rock salt or other products which damage concrete is forbidden. Be considerate of other residents and do not block driveways or mailboxes with motor vehicles. In winter, motor vehicles may not be parked on the street during snowfall or until snow removal is complete. The management will not be responsible for any damage of any vehicles that are left on the street during removal operations.

Lawn Equipment: Lawn mowers, garden tools, other lawn equipment & children's toys must be stored in an approved utility storeroom. Under no circumstances may such equipment or other items not maintained inside the manufactured home be allowed to remain on the patio (except patio furniture & gas grill) or on the manufactured home lot.

Laundry: Outside drying of clothes is permitted – **umbrella type ONLY, No Clothes lines.** All clothes must be removed from the umbrella clothes line at dusk. A laundry room is provided for you in the First Park for your convenience, containing single, double & triple washers & several dryers. All Laundry equipment is used at Residents own risk.

Trees: The resident may trim trees with permission and agrees to maintain the trees on his or her lot so as to not cause injury or damage to their home or that of their neighbor. **Shrubs, bushes and other landscaping is permitted** however, the resident agree to maintain such landscaping at his or her cost. Once the landscaping has been secured to the lot, the landscaping becomes a fixture to the lot and shall not be removed except with Management's specific permission.

Pest Control: Pest control shall be the sole responsibility of the homeowner. Any fees incurred for said extermination shall be the sole responsibility of the resident.

Security Cameras: No outside cameras may be mounted on the outside of the home that would disturb the peaceful enjoyment of the community by its residents or would be invasive to the expectations of privacy that residents of the community can reasonably expect. Cameras may not be positioned in a way to capture the activities of individual residents or their homes. If Park Management discovers an abuse of this rule, a Material Rule Violation may be issued which could lead to eviction. Cameras may be installed by Community Management in common areas only where the expectation of privacy is outweighed by the Community's security interests.

Garbage Requirement: Residents **must** place their garbage at the curb-side no earlier than the night before the day of pick-up. Each resident is required to have a sufficient number of garbage cans with lids secured at all times to accommodate the amount of trash to be taken. Garbage cans are required and are to be secured at all times to protect them from being turned over by stray animals or high winds. All garbage cans must be stored behind steps, between shed and home, behind

shed or in the storage shed. Your assigned pick-up day is Thursday on a regular weekly service. Please put your garbage out Wednesday evening. Republic, Inc. is the garbage company that provides us with weekly trash pick-up. This company observes the following holidays: Christmas, New Years, Memorial Day, July Fourth, Labor Day and Thanksgiving. Garbage pickup will be delayed one day because of these holidays. Any holiday falling on a Saturday or Sunday do not effect your garbage collection. Special hauling of large items may be arranged by calling Republic at 330-747-4433, Republic will bill you for this extra service directly.

EXTERIOR/INTERIOR OF THE HOME

1. Community management reserves the right to maintain community standards that set forth the quality and condition of the exterior and interior of any manufactured home within the community. By signing these rules or waiving signature thereto, residents agree to reside within this community subject to the standards of the community. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.
2. The exterior appearance of the manufactured home and adjacent structures must be neat and clean at all times. Hand or power washing and waxing and exterior upkeep of the home is essential and must be done periodically. If such maintenance is not conducted by the resident, management will conduct or contract for the maintenance and bill the resident for such service.
3. All manufactured home accessories and equipment owned or used by a resident shall be maintained in good repair and kept neat and clean at all times. This includes all skirting which shall be maintained on every home.
4. Sheds: Standard yard and patio furniture, and an approved storage building are the only items permitted outside the manufactured home. Lawn mowers, garden tools, lawn equipment, toys, and auto parts must be stored in an approved shed. Management is not responsible for any losses or damage to tenant's shed or stored items.
5. Hitches must be removed and concealed. It is not permissible to sell tires and/or axles from your manufactured home.
6. Any resident approved for residency shall be required to make any repairs or changes deemed necessary by Management to improve and upgrade the manufactured home and/or premises to community standards. All purchasers shall take notice of the home standards to which the community operates prior to the commencement of their residency. Failure of any resident to make repairs or changes deemed necessary shall be the basis of the termination of all lease agreements.

7. Awning: see awning section
8. Air Conditioners: see air condition section
9. Satellite Dishes: see satellite section
10. House Numbers: All homes must have house numbers on the exterior. Minimum 4" tall.
11. Window Treatments: Only standard shades, blinds, curtains, or other normal window treatments are permitted. Insulation, towels, sheets and blankets are not permitted.

CONDUCT

Standard of Conduct: Each resident and his guest shall conduct themselves in a manner which will not disturb the peaceful enjoyment of the community by neighbors or other community occupants. Any offensive noise which disturbs the peace and enjoyment of the Community residents may result in a ban or restriction on the source of the disturbance, including eviction of the resident and/or his guests. Residents shall personally refrain from and forbid any other person on the premises from intentionally or negligently destroying, defacing, or removing any fixture, appliance or other part of the community premises. Excessive use of intoxication liquors; use of abusive or vile language; indecency or disorderly conduct will not be tolerated anywhere in the community by residents, their families, guests or other invitees. Residents and their guests are prohibited from possessing, selling or using illegal substances on the premises. Guests, and occupants are held to the same standard of conduct as are residents approved for the community.

Children: Each resident is personally responsible for the conduct of any children, guest or invitee, and will be liable for any conduct or behavior, intentional or negligent, which disrupts the community of the peace and enjoyment of any other resident or results in any damage to the property of the community or another resident. Please see to it that your children play on their own lots (or designated play area) unless invited by other residents. Children are not to play in the street. Children must not play around utility buildings, septic systems, or the BARN. Children are not to ride their bikes in other resident's yards. Community Management is not responsible or liable for any damage or injury caused by a resident, his children, his guests or invitees to the person or property of another resident or of the community. Children who are not supervised or controlled and who cause a disturbance of the peaceful enjoyment of the community will result in the supervising Resident's receipt of a material violation notice and given thirty (30) days to correct the behavior, situation or circumstances resulting in the disturbance of the peaceful enjoyment of the community. Two material rule violations may result in the termination of the residency of the parent (s) and or guardian.

CURFEW: All parents are responsible for enforcing the park curfew for minors seventeen (17) years of age and under. Minors shall not be permitted in commons area or in lots or homes other than their own residence after 8:00pm weekdays and 10:00pm weekends. Weekday hours will extend until 10:00pm from Memorial Day until Labor Day weekend has ended.

ALCOHOL: Alcohol must be kept on your lot and should not be seen. Pour it into a cup.

VIOLATIONS / TERMINATION OF LEASE: These Rules and Regulations are intended to protect 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 in conformance with Ohio law.

VIOLATIONS / NOTICE OF MATERIAL VIOLATION: Any tenant receiving two (2) violation notices within six (6) months may be asked to vacate the premises per Ohio law. These rules and regulations are intended to protect the rights and privileges and the peace, health, safety and welfare of the tenants. Community Management reserves the right to terminate the rental agreement of any tenant who disregards or violates these rules and regulations.

NO SOLICITATION: No resident, guest or other person shall peddle or solicit orders for the sale or distribution of any merchandise, device, service, publication, ticket, or other matter whatsoever without written consent of management. **Permits must be obtained from the Lordstown Police Department.** Mailboxes are federal property; no placement of solicitation can be placed inside a resident's mailbox.

LAWS: A violation of any law or ordinance of the city, township, county, state, federal, EPA, health department or any other entity that dictates to the community management will not be tolerated. Any police report written due to the action or conduct of any resident or guests of residents will be treated as material rules violation and may be used as grounds for eviction from the community.

COMMERCIAL BUSINESS: No resident shall conduct Commercial business within the community. This community is strictly a residential area.

PARKING AND MOTOR VEHICLES

The maximum speed limit is 10mph for all motor vehicles in the Community. Motor vehicles shall be operated in a safe manner at all times and in no event shall be driven in excess of the 10mph. Parking on the street is not recommended. If necessary do not Park on the mailbox side, mailboxes must remain free of obstructions. Residents on the school bus route MUST keep the street clear of vehicles. Extensive mechanical repairs of motor vehicles are not permitted within the park. No parts or tires are to be stored around home.

All motor vehicles must be operated by drivers licensed by the Ohio Bureau of Motor Vehicles in compliance with all applicable laws.

Motor vehicles not in working condition must be removed from the Park: Un-licensed, expired and/or inoperable vehicles will not be permitted to remain in the Community, and will be towed at resident's expense.

No truck or vehicles over $\frac{3}{4}$ Tons, truck tractors, motor homes or trailers shall be placed on any manufactured home lot. Residents must make alternative storage arrangements for these vehicles. RV's, motor home and travel trailers may be parked on the street for a period not exceeding one (1) day for loading and unloading. (See park management for extended parking of any and all RV's). Pursuant to State law, automobiles may not be parked on any unpaved portion of any lot.

Pursuant to State law, automobiles may not be parked on any unpaved portion of any lot.

There is to be no repair of motor vehicles within the community. Oil change, tire change, and tune-up shall only be done in the area provided for this purpose by Community Management. Extensive mechanical repairs of motor vehicles are not permitted within the community (without express written permission of Community Management).

If a resident's driveway will not accommodate parking for overnight or weekend guests, contact the Community Management office to arrange additional parking facilities. Be considerate of other residents and do not block driveways or mailboxes with motor vehicles.

Ohio Department of Health laws, Section 3701-27-26 prohibit boats or recreational vehicles being stored on individual manufactured home lots. No trucks or trailers shall be parked on any manufactured home lot. Alternate arrangements for these vehicles must be made.

No riding through the Park by anyone on mini bikes, dirt bikes, all-terrain vehicles, etc. No off road vehicles, snowmobiles, dirt bikes, or un-licensed vehicles, shall be operated in the park under any circumstances.

Boats, Campers, Trailers, etc, - Ohio State Board of Health Laws require that these must be placed in the designated areas where provided; at no time will any of the above be permitted to be parked on the lot for (3) loading, unloading period, as per park rules and the Board of Health.

Semi-Trucks are not permitted on the Sales Lot at any time, and will be towed at resident's expense.

Each lot is permitted 2 vehicles.

SWIMMING POOLS: No swimming pools are permitted.

LAKE AREA: **Children must be accompanied by an adult at the Lake AT ALL TIMES. No Fishing or Swimming.** The South end of the Lake is Private. No food, bottles, cans, or food containers are allowed by the Lake. Small Fishing boats or canoes are not permitted in the lake. No overnight camping, tents, or campfires are allowed by the Lake property. Fishing is permitted once a year on a weekend designated by Park Management, check newsletter for details. You the resident are responsible and liable for use of the Lake.

BASKETBALL HOOPS: Must be Manufactured Commercial Portable type only.

SEWER LATERAL & WATER LINES: Repair cost will be charged to the resident that causes sewer blockage and breakage of any sewer line. The resident shall be responsible for the proper winterizing of water lines for his manufactured home. Dripping water or leaking toilets must be repaired immediately. Prior to freezing weather all residents must check that the proper installation of heat tape is on water line (including insulation) and plugged in and tested, and Styrofoam Boxes are in place. **WARNING:** any misuse, abuse, or freeze ups of water lines, valves, or sewer lines **Shall Be Charged To The Resident.**

UTILITIES: Each resident must maintain in good repair any and all water, sewage, gas and electric lines or pipes outside the manufactured home up to the point of connection with park facilities. If a resident causes any line or pipe to become clogged or non-functional because of foreign matter (sanitary napkins, rags, diapers, paper towels, etc) the resident must pay for restoring the line to service. All water supplies are the responsibility of the tenant. They shall be protected from freezing to the shut-off valve, by October 1st. Be careful of the plastic line coming out of the ground, (in the tile) this line will break very easily and if YOU break it, You will be charged for the repair.

CLEANING & PAINTING: External appearance of your home and lot is of utmost importance. It is recognized by the Management that over a period of years, the interior and exterior of a home may deteriorate just like any other structure – without proper care and maintenance. Therefore, in the interest of health, safety, and aesthetics, it is the Management’s right to inspect the exterior of any home with reasonable notice to the homeowner to determine if there may be health, safety or appearance violation. Yearly inspection sheets will be sent out to those who need to make such repairs. If such violations exists, the Management will require corrections to be made or the Management will require the home moved from the Park.

SIGNS: Signs and/or advertisements including “For Sale” signs and commercial advertisements shall not be displayed on any lot or on the exterior part of any manufactured home. Park management is authorized to remove any such sign without risk or loss or liability.

No resident, guest or other person shall peddle or solicit orders for the sale or distribution of any merchandise, devise, service, publication, ticket, or other matter whatsoever without written consent of management and permits obtained through Lordstown Police:

- Distribute samples or advertising matter relating thereto;
- Engage in any other commercial activity;
- Distribute handbills, pamphlets, leaflets;
- Engage in picketing, political activity, or fund raising.

FUEL TANKS: No outside fuel storage tanks of any kind are permitted.

RESPONSIBILITY FOR INJURY

The use of firearms, fireworks, or any projectile shooting device of any description is expressly and strictly forbidden in the park. Any injury to property or persons resulting from any violation of this rule is the responsibility of the resident, and Community Management expressly disavows any liability for the same.

Any injury caused by a resident to another or the property of another will be the responsibility of the resident causing the injury or damage and such resident will reimburse the community for any loss resulting from such incident of damage or injury.

Each resident must carry adequate fire and extended coverage insurance on his or her home and must maintain reasonable general public liability insurance. Management reserves the right to request evidence of the same.

INSTALLATION AND REMOVAL OF A MANUFACTURED HOME

1. Manufactured homes entering the community must be installed on the lot by any person licensed by the Ohio Manufactured Homes Commission. Management must be notified of the time of move, which should be between the hours of 8:00 a.m. and 5:00 p.m., Monday – Friday so Community Management may have an inspector present. Skirting must be installed within 30 days.
2. Installation of all manufactured homes must be inspected by an inspector licensed by the Ohio Manufactured Homes Commission. A “Final seal” occupancy permit must be affixed to the home, indicating that it has been approved to live in this home. The resident is required to obtain all necessary permits.
3. 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 the community. The times such transporters are scheduled to be in the community must be reported to Management. Any damage to the lot is the responsibility of the homeowner.

4. No scrapping of the mobile home on the Community property is permitted (except by community management). All homes sold, traded, gifted or title-transferred must be scrapped or dismantled for salvage off-site of the community property.

PETS/ ASSISTED CARE ANIMALS:

One (1) pet per household is permitted, pet not to exceed twenty (20) pounds. All pets must be registered at Office. No vicious dogs or dogs known to be vicious will be permitted as that is defined by Ohio law. No exotic animals may be kept in the community, including snakes, etc. No dangerous animal or animal which presents a health or safety risk to the community and/or its residents will be permitted. Unruly animals of any size, which disrupt the community or any area thereof, will be removed by resident upon request by Management.

Please note the following:

1. 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 parks," and Park Management respects this law. Also, no pet may be left outside unattended, even when on a leash.
2. 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. YOU must clean up after YOUR PET!
3. **NO pet-runs, pet houses, cages, or fenced-in areas for any pet will be permitted.**
4. Noisy or unruly animals of any size which disrupt the Community or any area thereof will be removed upon request by Management.
5. These Rules & Regulations are intended to protect rights, privileges, health, safety and welfare off all residents. Park Management reserves the right to terminate the rental agreement of any resident who disregards or violates these Rules & Regulations.
6. All pets must be licensed according to the law and must be current with all inoculations.

Dangerous dog” means a dog that, without provocation, and subject to division (A) (1) (b) of this section, has done any of the following:

- (i) Caused injury, other than killing or serious injury, to any person;
- (ii) Killed another dog;
- (iii) Been the subject of a third or subsequent violation of division (C) of section 955.22 of the Revised Code.

(b) “Dangerous dog” does not include a police dog that has caused injury, other than killing or serious injury, to any person or has killed another dog while the police dog is being used to assist one or more law enforcement officers in the performance of their official duties.

(2) “Menacing fashion” means that a dog would cause any person being chased or approached to reasonably believe that the dog will cause physical injury to that person.

(3)(a) Subject to division (A)(3)(b) of this section, “nuisance dog” means a dog that without provocation and while off the premises of its owner, keeper, or harbinger has chased or approached a person in either a menacing fashion or an apparent attitude of attack or has been attempted to bite or otherwise endanger any person.

(4) “Serious injury” means any of the following:

- (a) Any physical harm that carries a substantial risk of death;
- (b) Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, substantial incapacity;
- (c) Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;
- (d) Any physical harm that involves acute pain of a duration that results in substantial suffering or any degree of prolonged or intractable pain.

(5)(a) “Vicious Dog” means a dog that, without provocation and subject to division (A)(6)(b) of this section, has killed or caused serious injury to any person.

(b) “Vicious dog” does not include either of the following:

(ii) A dog that has killed or caused serious injury to any person while a person was committing or attempting to commit a trespass or other criminal offense on the property of the owner, keeper, or harbinger of the dog.

(6) "Without provocation" means that a dog was not teased, tormented, or abused by a person, or that the dog was not coming to the aid or the defense of a person who was not engaged in illegal or criminal activity and who was not using the dog as a means of carrying out such activity.

From 955.00 of the Ohio Revised code

Prior to the admittance of the dog into the community, upon the Landlords request, the owner of the dog shall give to the Landlord a written notice relative to the behavior and propensities of the dog which shall include:

- (1) The name and address of place where the dog was procured;
- (2) The age, sex, color, breed and current registration number of the dog.

In addition, the Landlord shall answer the following questions, which shall be specifically stated on the form as follows which must be answered by the owner of the dog in writing:

"Has the dog ever chased or attempted to attack or bite a person? If yes, describe the incident(s) in which the behavior occurred."

"Has the dog ever bitten a person? If yes, describe the incident(s) in which the behavior occurred."

"Has the dog ever seriously injured or killed a person? If yes, describe the incident(s) in which the behavior occurred." From the Ohio Revised Code 905.11.

FIRE HAZARDS

Any condition constituting a fire hazard shall not be tolerated and the judgment of the management as to what constitutes a fire hazard shall be conclusive. Each home should have a currently charged fire extinguisher or sufficient size for the home and whatever is required by the local government authorities. Smoke detectors and carbon monoxide detectors are highly recommended.

Any tenant receiving two (2) violation notices within six (6) months may be asked to vacate the premises per Ohio law. These rules and regulations are intended to protect the

rights and privileges and the peace, health, safety and welfare of the tenants. **Park Management reserves the right to terminate the rental agreement of any tenant who disregards or violates these rules and regulations. (This means the eviction of you and your home!)**

SERVICING HOME

- a) Manufactured homes entering and leaving may be moved, installed or disassembled to or from the lot by a Licensed Installer & provides to Park Management a surety bond in the amount of \$25,000.00 to insure against damage to park property. Park Management must be notified of the time of move, which should be between the hours of 10:00 am and 5:00 pm., Monday – Saturday so Park 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 Park Management’s inspector present.
- b) 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 out of the Park. The times such transporters are scheduled to be in the park must be reported to Park Management.
- c) All repairmen, plumbers, electricians and other servicemen hired to do work in the Community must be responsible, qualified and licensed by the appropriate licensing authority if required. All work must be preformed in accordance with State and Local codes. Any work conducted by the above on a resident’s manufactured home is the responsibility of the resident who compels the work. Community Management will not assume any financial responsibility for work or service which is conducted on a resident’s home. Injury resulting from any home or lot service to any person or property is solely the responsibility of the resident.
- d) No Alterations or additions shall be made to the exterior of the manufactured home or the manufactured home site without prior written consent from Community Management. Compliance with all state and local codes is the responsibility of the resident. Community Management does not assume any responsibility or liability for resident’s failure of compliance.

AMENDMENTS

These Rules, Regulations and rental fees, may be changed by Community Management by giving notice in writing of change (s) and effective date of the change (s) to all residents at least thirty (30) days prior to the effective date of such change (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.

The provisions of these rules and regulations shall be severable; if any provision is held invalid or unenforceable by any court or law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

The Resident(s) acknowledge having read all the stated rules and regulations herein and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Lease between the Resident and Community Management. The Resident(s) acknowledge receipt of a copy of these community guidelines for the personal records of the Resident.

The Resident(s) understand that these Community Rules apply to all members of their household, including occupants, guests and invitees. The Resident understands that it is the Resident's obligation to see that all occupants are approved prior to residency and that the Rules of this community must be enforced by the Resident to all occupants and guests within the home.

I/We HAVE READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING AND UNDERSTAND THE RIGHT TO REVIEW BY LEGAL COUNSEL.

Executed by all concerned parties this _____ day of _____.

For Residents: I/We signify by my/our signature(s) that I/We have read this agreement, and hereby agree to comply with all that is contained herein.

Resident Signature

Resident Signature

Community Management

PLEASE BE ADVISED THAT YOUR RIGHTS AS A RESIDENT AND YOUR MANUFACTURED HOME COMMUNITY OPERATOR'S RIGHTS ARE PROTECTED BY SECTIONS 4781.01 TO 4781.99 OF THE OHIO REVISED CODE, WHICH REGULATE MANUFACTURED HOME RENTAL AGREEMENTS.

Revised 2019

