

Briarwood Estates

Main Office: Briarwood Estates
5854 Cleveland Rd
Wooster, Ohio 44691
330-345-8010

www.STVOhio.com

Rules and Regulations of Operation

Revised July 2024

INTRODUCTION AND INFORMATION

We would like to welcome you and your family as residents of our community. As a resident, we expect your cooperation in regard to the following Rules and Regulations, many of which are state, county and city laws. Strict adherence will make your tenancy pleasurable to all. The following emergency and park telephone numbers should be recorded near your telephone for quick reference.

* **Office Location:** Main Office: 5854 Cleveland Rd Wooster, Ohio 44691

* **Office Hours and Phone :** 330-345-8010. 9:00 A.M. to 4:00 P.M.

(Calls will be received by voicemail on evenings, weekends and when the office phone is in use.)

* **Emergency (Fire & Rescue) and Local Law Enforcement:** 911

* **Emergency (Water, Sewer, Electric Only):** 330-466-2057

Management of your park 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, or national origin in the rental of residential lots.

Statutes created by the legislature of the State of Ohio, the Public Health Council and the Department of Health, require the management of a manufactured home park to adopt rules governing the operation and maintenance of the park.

The Park has adopted the following Rules and Regulations which will be adhered to and enforced, effective July 2024.

VIOLATION/TERMINATION OF LEASE OR MONTHLY RENTAL AGREEMENT: These Rules and Regulations are intended to protect the rights, privileges, health, safety, and welfare of all residents. Any tenant receiving two (2) material violation notices within six (6) months may be asked to vacate the premises per Ohio Law.

YOUR RIGHTS AS A RESIDENT AND YOUR MANUFACTURED HOME PARK OWNER/OPERATOR'S RIGHTS ARE PROTECTED BY SECTIONS 4781.36 TO 4781.52 OF THE OHIO REVISED CODE, WHICH REGULATES MANUFACTURED HOME RENTAL AGREEMENTS.

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I. DUTIES AND OBLIGATIONS OF THE PARK

Park Shall:

a. Health and Safety: Comply with all the requirements of all applicable building, housing, health and safety codes which materially affect health and safety rules and regulations of the Public Health Council. Initial inspection of the manufactured home set up to comply with state health and safety codes, thereafter becoming the resident's responsibility.

b. Repairs: Make all repairs and do whatever is reasonably necessary to establish and maintain the premises in a fit and habitable condition.

c. Common Areas: Keep all common areas of the premises in a safe and sanitary condition.

d. Utilities: Maintain in a good and safe working order and condition all electrical and plumbing fixtures and appliances, and systems, sanitary and storm sewers, refuse receptacles, and water systems that are supplied or required to be supplied by the park.

e. Access: Not abuse the right of access conferred by Division (B) of Section 4781.38 of the Revised Code.

f. Notices of Inspection: Except in the case of emergency, or if it is impractical to do so, give the resident reasonable notice of the intent of agents of the park to enter onto the residential premises and enter only at reasonable times. Twenty-four (24) hours notice shall be presumed to be a reasonable notice.

g. Ownership: Retain at all times lawful ownership to all cement work, trees, shrubs, driveways, sidewalks, grass, electric line from pedestal to home, and other appurtenances which may not be changed or altered in any way without the written permission of the park management.

II. DUTIES AND OBLIGATIONS OF RESIDENT

Resident Shall:

a. Premises: Keep the premises (that the resident occupies and uses) safe and sanitary.

b. Garbage: Dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner as hereinafter provided.

c. Health and Safety: Comply with the requirements imposed on residents by all applicable state and local housing, health and safety codes, rules of the Public Health Council and rules of the park.

d. No Damage to Property: Personally refrain and forbid any other person who is on the premises with the resident's permission from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or other part of the residential premises.

e Responsibility for Injury: Comply with the following Park Rules and Regulations:

- The use of firearms, fireworks, or any projectile shooting devices 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 park 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 park for any loss resulting from such incident of damage or injury.
- If you are aware of a hazardous or dangerous condition, you must notify park management as soon as possible.
- Each resident must carry adequate fire and extended coverage insurance on his or her home and must maintain reasonable general public liability insurance. Additionally, your insurance policy shall not have an exclusion for water or sewer that backs up or overflows from a sewer, this will not be covered by the community. Management reserves the right to request evidence of the same. Resident must present proof of insurance within 30 calendar days upon the management's request.

f. Inspection: The resident shall not unreasonably withhold consent for management to enter the manufactured home to inspect utility connections or enter onto the premises in order to inspect the premises, make ordinary, necessary, or agreed repairs, decorations, alterations, improvements, or supply necessary or agreed services.

g. Violation: If the resident violates any provision of this section, or any of the Park Rules and Regulations, the park may recover any actual damages which result from the violation and reasonable attorney's fees. This remedy is in addition to the right of the park to terminate the rental agreement, to maintain an action for possession of the premises or injunctive to compel access under **f.** of this section.

III. RULES OF CONDUCT

Each resident and his guests shall conduct themselves in a manner which will not disturb the peaceful enjoyment of the park by neighbors or other park occupants. Any offensive noise which

disturbs the peace and enjoyment of the park residents may result in a ban or restriction on the source of the disturbance including eviction of the resident and/or his/her guests. Excessive use of intoxicating liquids, use of abusive, harassing or vile language, indecency or disorderly conduct will not be tolerated anywhere in the park by residents, their families, guests, or other invitees. Resident shall be responsible for any damages to the park caused by resident, resident's family, resident's pets or resident's guests. Alcoholic beverages are not permitted in common or recreation areas.

a. Family, Guests, Invitees: Each resident is personally responsible for the conduct of any family members, guests, or invitees, and will be liable for any conduct or behavior, intentional or negligent, which disrupts the park or the peace and enjoyment of any other residents or results in any damage to the park or the property of another resident. The park management is not responsible or liable for any damage or injury caused by a resident, his family, his guests, or invitees to the person or property of another resident or of the park. Children are not allowed to play in the streets or other occupied or unoccupied lots of the park. **Shortcutting through other lots is prohibited.**

b. Curfew: All persons under the age of 14 must be in their homes by 10:00 P.M. on Sunday through Thursday and by 11:00 P.M. on Friday and Saturday; persons between the ages of 14 to 18 must be in their home by 11:00 P.M. on Sunday through Thursday and by 12:00 P.M. on Friday and Saturday, unless accompanied by an adult or responsible guardian.

c. Disputes: All residents are asked to make an initial effort to resolve disputes or problems that arise between neighbors. If the problem persists, please call the Police Department or Management during office hours for assistance.

d. Activities: Any offensive or obnoxious activities, by anyone or any source, day or night, are not permitted within the park, including, but not limited to, vehicles, individuals, and animals.

e. Noise: No noise, music or other media sources shall be permitted (after dusk) on the premises which is objectionable to management or other residents.

f. Convictions: Any resident receiving a felony conviction will not be tolerated by the park management if such felony involves homicide, assault, stalking, menacing, abduction, enticement, kidnapping, extortion, sex offenses, arson, vandalism, criminal mischief, criminal endangering or damaging, robbery, burglary, trespass, theft, forgery, or drug offenses. Any resident receiving a misdemeanor conviction involving any form or type of sex offense will not be tolerated by park management. Park management will treat this action as a material rules violation.

g. Violent Actions: Any resident or his/her guest who commits a violent action or engages in violent behavior in the park will not be tolerated by park management. For the purposes of this rule, "violent action" is defined to include any unwelcome sexual contact or sexual assault. Park management will treat this action as a material rules violation.

IV. NEW RESIDENTS

a. Admittance to Park: All residents must complete a rental application and occupancy form before admittance to the park will be approved and before a rental agreement will be offered. In addition, all residents must provide a copy of the title to the home in his/her or their names(s) within 30 days of occupancy.

b. Lease/Rental Agreement: All approved residents are required by law to be offered a written one (1) year lease agreement. However, if you choose to decline a written one (1) year lease agreement, you must: (1) state so in writing; and (2) agree to comply with the Rules and Regulations of the Park. Payment in full of rent for one month and security deposit is required prior to moving into the park.

1. No Sublease: Resident agrees not to rent, sublet, or assign the right to reside in his manufactured home or any portion of it. The resident may not permit anyone to occupy the manufactured home while resident is not occupying the manufactured home.

2. Lease Terms: Every person approved as an acceptable resident by park management will be given a copy of the Rules & Regulations, and will be offered a written one (1) year lease agreement.

c. Security Deposit: A security deposit (equal to one full month's rent) will be required from all manufactured home owners/residents renting a lot from the park. Upon vacating the lot or sale of the home, the deposit will be refunded if the lot is left clean and all conditions of the rental agreement and Rules and Regulations have been met. Any deductions from the security deposit will be itemized and forwarded together with any remaining balance in the deposit to the forwarding address provided by the home owner/resident.

d. Condition of Home: Approval of homes based on age, size, and condition is at the sole discretion of park management.

e. Lot Preparation Fee: A fee for the preparation of a lot for the tenant's home may be assessed to new tenants bringing a manufactured home into the park.

V. OCCUPANCY

a. Single Family or Co-Tenant:

1. **Ownership:** The owner or owners of the manufactured home must be the resident(s) 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.

2. Number of persons occupying manufactured home shall conform to all Local, State, and Federal occupancy codes.

3. **Disability:** Those persons seeking an accommodation for a disability must notify park management of the need for an accommodation. Management reserves the right to request medical or psychological verification of the need for an accommodation. Park management will engage in the interactive process with the person seeking an accommodation to determine a reasonable accommodation which does not impose an undue hardship on the community.

4. **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.

5. **Long-Term Guests:** Any individual who stays in the community for a period of 10 days per calendar year is deemed a "long-term guest." Residents must register all long-term guests with Management. All long term guests must undergo the application process for new resident approval. Failure to do so will be a material violation of these Rules. Please visit our website www.STVOhio.com and click on the APPLY NOW button to have them apply.

b. **Rent of Lot:** Lots will only be rented to owner-residents. The owner-resident may not assign the Rental Agreement or sublease under any circumstance. Lots will not be rented to owners who rent their homes out or sell them under a land contract agreement. If the resident fails to comply with this regulation, management may terminate the rental agreement and commence legal proceedings.

1. If there is only one owner of the home and that person dies, the remaining spouse/co-tenant shall have the option of continuing residency in the park as long as the title of the home is passed to the remaining occupant and all of the proper paperwork has been completed.

c. Absence or Abandonment of the Home:

1. A resident who is absent from the premises for thirty or more consecutive days without first notifying park 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.
2. 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 rented premises as if the resident were present and in residence. Failure to maintain your rented premises will result in the termination of your residency.

VI. LEASE / MONTHLY FEE.

a. Lot Rent: Lot rent at the park shall be at the rate disclosed in writing to the resident by management from time to time. Rent shall be due and payable in advance on the first day of each calendar month. However, if your rent is paid after the 5th of the month, your account will be charged a late fee of \$25.00. Residents will promptly pay rent to the landlord by check or money order payable to "**Briarwood Estates**". Please mail your check or money order to :

**Briarwood Estates
217 E Main Street
Kent, Ohio 44240.**

We strongly encourage you to sign up for **Tenant Web Access**, where you can access your account and make payments online! In order to do this, we will need to have your email address and phone number in our system and we will provide you with the simple instructions.

We will not accept any cash. However, you can sign up for **CashPay**. This is an option where you can pay in cash at select retail locations. It replaces paying with a money order and no need to mail your payment. Call the office to obtain your unique account number.

If residents fail to make payment as required, the expense of collection, including attorney's fees, shall be imposed. The amount of lot rent may be changed by giving not less than thirty (30) days notice to tenants.

b. Returned Check: There will be a charge at the current park rate of \$35.00 for any check returned to the park for any reason. Upon receiving two returned checks in one year, rent must be paid by certified check or money order. as personal checks will no longer be accepted.

c. Estate Claims: If a 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 the park owner allows the home to remain in the park, then the park owner 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 expenses that are due. By acknowledging receipt of these rules by signature or waiver, the resident agrees to create for management a priority claim on any estate of the resident.

VII. MAINTENANCE AND REPAIR

a. Appearance of Homes: All homes and lots must be kept in a clean and neat appearance, and all skirting, steps, exterior buildings, and the exterior of the home kept in good repair. Hand or power washing and waxing and exterior upkeep of home is essential and must be done periodically, no less than once per year. Exterior painting of unit must be done in a professional manner with complimenting colors subject to approval by park management. Park management will inspect the appearance of all homes on a regular basis. Residents of the homes that are determined to need repairs or maintenance will be notified in writing of the specific repairs or maintenance to be made. The resident will be given fifteen (15) to thirty (30) days in which to make the specified repairs or maintenance. If repairs are not made within the given time, tenant may be fined and subject to eviction.

Please note: Fines are considered Rent Charges on your account; Any payment made will first go to the outstanding balance owed. Therefore, if you do not pay the fine, you will be in default of Rent and can be subject to eviction.

Each manufactured home **LOT** and **STREET** in a manufactured home park shall be marked so as to be readily identifiable and easily readable from the street. (eye level on the front of the home). Each manufactured home **LOT** shall be identified by markings in numerals, letters or a combination thereof, of a **SIZE OF AT LEAST FOUR (4) INCHES**.

b. Alteration to Home: No alteration or additions, whether required by park management or commenced at the initiative of the resident, shall be made to the exterior of the manufactured home or the manufactured home site without prior written consent from park management. Local building codes may require a permit and the resident is responsible for obtaining all necessary permits. Compliance with all state and local codes is the responsibility of the resident. park management does not assume any responsibility or liability for resident's failure of compliance.

c. Maintenance of Lawn: All residents shall maintain their lawn in an orderly and well kept condition. Residents shall mow, rake, trim and fertilize lawns regularly. If a resident fails to maintain his yard, the park may, at its option, perform all work as called for herein and charge residents for the reasonable value of the services performed.

d. Landscaping: All park landscaping must be treated with utmost care at all times. **Maintenance of all lawn trees and shrubs are the responsibility of the tenant.** No landscaping changes (including the planting of trees or shrubs) may be made by resident without first obtaining approval from management as to the type and location of the landscaping sought so that sewer, water, gas, electric, cable and other underground facilities may be identified and properly protected and community aesthetics may be maintained. Repair of any underground utility lines, common areas and other homes/buildings damaged by digging, planting or maintenance activities on the premises will be charged to the appropriate resident causing or participating in the cause of the damage. Management reserves the right to deny any request for change without further review. **No person shall, in any way, move, alter or damage park trees, shrubs, or plants without prior written consent from park management.** All outdoor landscaping improvements and plantings made by resident become the property of the park upon termination of the tenancy. Tenant is responsible for any damage caused by removal or changes made on their lot.

e. Storage Under the Home: No person shall place or store anything other than tires, axles and hitches beneath the manufactured home. Firewood or other combustible material must be stored in a safe place approved by park management.

f. Tools and Equipment: Mowers, garden tools, other lawn equipment and auto parts must be stored in an approved utility building. 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) or on the manufactured home lot.

g. Driveways and Patios: Painting of concrete driveways, patios and sidewalks is not permitted. Patios and driveways must be kept free of gasoline and oil stains. When damage to asphalt or

concrete is caused by gasoline or oil leaks, resident must remove these stains, or charges for such removal will be assessed by park management.

h. Maintenance of Skirting: All skirting must conform to the design, construction standards and materials as approved by management. Any damage to water and/or sewer service will be the responsibility of the resident. **All homes must be skirted within thirty (30) days of installation of home to Park.** A deposit equal to the cost of installation of skirting may be required to insure that skirting is completed within the 30 days.

i. Maintenance of Patio, Drives, Etc: All patio covers, awnings, utility buildings, and the like must conform to standards set by management as to size, materials, location, placement and installation. **Written consent must be obtained from management prior to installation of these items.** Management does permit the placement of clear plastic on decks October 1 to April 1. All plastic must be removed each year.

j. Digging: Residents may not drive rods, stakes, pipes or other objects into the ground or dig in any area without first obtaining written approval from management. Sewer pipes, gas and electric lines and other underground installations might be damaged by such actions. If damage is caused to any underground installation by resident's act, such damage shall be repaired at resident's cost.

k. Maintenance of Utility Lines: Management provides each manufactured home with connections to water, sewer, gas (only to certain lots) and electric lines or pipes. It is resident's responsibility to maintain, in good repair, any and all water, sewer, gas and electric lines or pipes inside the manufactured home and all such lines or pipes outside the manufactured home up to the point of connection with the park facilities. **It is the obligation of the resident at the resident's cost to insure that each home has a ¾ inch water shut off valve on the home and to run a ¾ inch water line from the water service** provided by the park to the home inlet. The cost of replacement or repair of the above identified items is the responsibility of the resident. If a resident causes any such line or pipe to become damaged, clogged or stopped up because of foreign matter such as sanitary napkins, diapers, rags or paper toweling, it will be the resident's responsibility to assume the costs for repairs or for opening the sewer.

l. Utility Charges: Residents shall be obligated to pay and keep current all utilities not included the lot rent. However, unnecessary and excessive use of water, such as permitting water to run down the streets or failing to make immediate repair to dripping faucets and running toilets may result in increased charges to the resident in the future.

m. Exterior Accessories: Residents are required to maintain, in good repair, all accessories and equipment in possession of resident, whether owned by resident or Management. All accessories must be behind home with placement approved by park management. Residents may not install fences or hot tubs on their lots.

n. Utility Buildings: Each new resident is required to have one utility building within 30 days of park approval. All buildings must be wood siding of T-111 or vinyl siding and must be color coordinated and compatible with the home. Building size must not be larger than 12x16, not exceed the height of the home and must be placed on the lot a minimum of three (3) feet from lot lines. Each resident may not have more than one utility building. Before installing the utility building residents must submit for pre-approval the building dimensions, the material used, the color and the placement location on the lot. * Rubbermaid sheds may be approved only with pre-approved pictures submitted.

o. Tie-Downs: Resident shall be responsible for periodically checking tie-downs to insure they are properly in place. It is the resident's sole responsibility to maintain tie-downs in a proper and safe condition after the installation of the home.

p. Snow Removal: Sidewalks, driveways and patios must be kept clear of snow and ice.

q. Firewood: All firewood must be stored a minimum of three (3) feet from the back of the mobile home, placed on no more than two 4x4 pallets at least six (6) inches off the ground and be stacked no higher than four (4) feet and no closer than five (5) feet to the lot line.

r. Fuel Tanks: No fuel oil tanks are permitted, propane only. No more than two (2) vertical cylinders or one horizontal tank will be permitted. Tanks must be placed behind homes.

VIII. PETS.

PETS/ASSISTED CARE ANIMALS:

a. No pet or animal shall be kept except with management's prior written permission. Upon obtaining said written permission, resident may keep as a household pet only one (1) animal of a domestic nature. No exotic animals may be kept in the community without the express written consent of park management. No dangerous animal or animal which presents a health or safety risk to the community and/or its residents will be permitted. Under special circumstances, consent may be given for more than one pet per manufactured home or replacement of an existing pet. Notwithstanding any other provision in this rule, no vicious or dangerous dogs are allowed.

b. Animals required as assisted care animals or service animals for a resident, i.e., pilot dogs, are permitted. Please notify management if you own such an animal. Management reserves the right to request the medical or psychological verification of a health care practitioner. Any physical change, modification or alteration to the community required to accommodate the assisted care animal must be submitted in writing to verify the need for any accommodation requiring a change or modification of any home, structure or area of the community.

c. Domestic animals or house pets are not allowed to run at large. No pet may be left outside unattended. No outside shelter for a pet is permitted. No feeding of stray animals. A resident shall insure that the lot and other areas to which resident's pet have access will be kept clean of pet waste.

d. The pet owner will not walk a pet anywhere except in his own yard or on park roads, and 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. Pets must be under owner's control and on a leash at all times.

e. Unruly or noisy animals of any size which disrupt the community or any area thereof will be removed upon request by Management. Any pet that causes damage to the park or private property or creates a nuisance or health hazard (barking, biting, unclean living conditions, etc.) must be removed from the park immediately. Pet owner is solely responsible for any damage or injury caused by pet. Once a pet is removed by management, no further pet will be permitted at that home.

IX. MOTOR VEHICLES, PARKING AND TRAFFIC CONTROL

a. Private Streets: Streets and lanes within the park are private and not public thoroughfares. Park traffic rules must therefore be observed. Management reserves the right, at its discretion, to restrict certain vehicular traffic. All motor vehicles must be operated by persons with a valid driver's license.

b. Parking: Resident's vehicle(s), including those of their guests, must be parked only in resident's own driveway at all times. **NO** parking in the street is permitted unless special permission is granted. Overnight parking on the street as well as parking on the grass is prohibited. Only **two-vehicle** parking is permitted for each lot, unless a cement pad is provided for the third vehicle parking by the resident with approval of management. Vehicles may not be parked on or driven upon any unpaved portion of any lot.

c. Recreational Vehicles: Recreational vehicles, boats, trailers, and trucks that are over one ton may not be kept at the lot except for loading and unloading.

d. Motorcycles, Mopeds, Snowmobiles and All Terrain Vehicles: Motorcycles, mopeds, snowmobiles and all terrain vehicles and the like are not to be used for pleasure riding on the park property at any time or operated within the park.

e. Speed Limit: The maximum speed limit is 10 MPH. 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 park.

f. Disabled and Unlicensed Vehicles: No unsightly or unlicensed vehicles shall be parked on a manufactured home lot. Vehicles that are disabled or on jacks and/or blocks are not permitted. Vehicles shall be kept free of oil, gasoline or other leaks to prevent marring of the pavement. When damage to asphalt or concrete is caused by leaks of gasoline or oil, resident must remove these stains or charges to the resident for such removal will be made for work performed by park personnel.

g. Repair and Maintenance of Vehicle: Major maintenance may not be done in the park and no vehicles may be placed on blocks or ramps. In addition, all exhaust systems must be kept in proper repair at all times.

h. Parking of Motorcycles, etc.: Motorcycles, mopeds, snowmobiles, all terrain vehicles and the like shall be parked in an area on the lot approved by Management. Motorcycles and mopeds must be parked on the driveway.

X. FOUNDATIONS

All manufactured homes shall have foundation systems conforming to standards set forth by Ohio Manufactured Homes Commission.

XI. INSTALLATION OR REMOVAL OF MANUFACTURED HOME

a. Manufactured homes entering and leaving may be moved, installed or disassembled to or from the lot by any person, provided that person provides to park management proof of insurance and valid transporter's license. Park management must be notified of the time of the move which should be between the hours of 9:00 A.M. and 4:00 P.M., Monday through Thursday 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. Installation of all manufactured homes must conform to federal, state and local building, safety and health codes and resident is responsible for complete compliance therewith.

c. 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 park. The times such transporters are scheduled to be in the park must be reported to park management.

d. Removal of Manufactured Home: Resident shall notify management at least 30 days before the removal of his/her manufactured home, giving the name of the transporter and the date and time of removal. All transporters operating within the park must be licensed and registered with the Ohio Manufactured Homes Commission.

XII. REPLACING A HOME.

A resident may replace a home; however, such replacement shall not occur without the written, prior approval of park management. All applicable legal codes must be adhered to for all homes. Management shall have the option of requiring drawings, manufacturer guidelines and other building/construction paperwork.

XIII. SALE OF MANUFACTURED HOME

a. Right to Sell: The law requires that you inform management ten (10) days in advance of your intent to sell your manufactured home. All prospective residents must: 1. show evidence of title; 2. complete rental application; and 3. if approved by management, must agree to abide by park rules, pay first month's lot rent and security deposit before they are admitted to the park. Each resident has the right to sell his/her manufactured home within the park if resident gives park management ten (10) days written notice of intention to do so.

b. Prior Approval of Purchaser: Occupancy within the park is permitted only by previously approved residents registered at the office for a designated lot. Each resident shall bring a proposed or new purchaser to park management to complete all applications for residency and credit. The purchaser/new resident must meet all Park Rules and Regulations and credit approval

requirements, The purchaser/new resident must agree to all Park Rules and Regulations and evidence that agreement in writing. You, as the seller(s) have the right to be in attendance at any meeting between Management and any prospective purchasers.

c. 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 except upon written approval by management. Park management is authorized to remove any such sign without risk of loss or liability. Management reserves the right to regulate the size and placement of the sign.

XIV. PARK STANDARDS.

a. In order to maintain park standards, park management reserves the right to terminate a rental agreement and require the removal or repair of a manufactured home based solely on deterioration, obsolescence, or appearance of the manufactured home. Park management has the right to accept or reject a prospective park resident based solely on the condition or the obsolescence of the interior or exterior of the manufactured home in order to maintain park standards. These rules are to enforce and maintain property values and standards for all residents of the park and the resident understands that management’s enforcement of these is not intended as any interference with the sale of any home.

b. Any resident approved for residency shall be required to make any repairs or changes deemed necessary by park management to improve and upgrade to park standards the manufactured home and/or premises. All purchasers shall take notice of the home standards to which the park operates. Failure of any resident to make repairs or changes deemed necessary by park management to improve and upgrade to park standards the manufactured home and/or premises shall be the basis of the termination of all rental agreements.

c. Standards include, but are not limited to the following:

1. All windows, doors, shutters, siding, trim, gutters, skirting, decks, awnings, and exterior storage building shall be kept in good, undamaged, clean and in operating condition.
2. All of the above items must be maintained to near original appearance. Any deteriorated, faded, peeling, worn, rusted or damaged items must be restored or replaced to their original standards and appearance.

3. Any additions (except decks/enclosed porches as stated) to original manufactured homes are prohibited. All additions must be approved by management as to size and materials. Construction of said addition must meet all local and state building codes and must have a building permit where required by local authorities.
4. Enclosed porches must be vinyl sided if home is vinyl sided and vinyl or T-111 painted to match if home is metal sided. Any exterior painting or staining must be done in a professional workmanship like manner. Any change in color from the original color must be approved by management prior to painting or staining. New unpainted/unstained exterior storage building or addition must be color coordinated and compatible with home.
5. All homes, decks and storage buildings must meet all federal, state and local building codes. Any part of the home, deck or storage unit found in non-conformance must be immediately restored to code or removed from the park.
6. Awnings must be approved by management prior to installation.
7. Management will set and determine fair, reasonable and consistent standards for the condition of the home accessories for the protection of the park. Management reserves the right to adjust and change standards to protect the overall integrity of the park.

XV. GENERAL

a. Fishing: Fishing at our pond is permitted for our residents only for your enjoyment. We encourage catch and release **only**. Anyone fishing must be accompanied by resident owner at all times. Fishing is at your own risk.

b. Repairman: All repairmen, plumbers, electricians and other servicemen hired to do work in the park must be responsible, qualified and licensed by the appropriate licensing authority, if required. All work must be performed in accordance with state and local codes.

c. Services: Services such as connecting or disconnecting utilities and other similar services shall be performed by licensed and/or certified personnel only. Manufactured homes brought into or removed from the park must be so moved to or from the lot by qualified personnel. Entry and removal of manufactured homes, all transporters of manufactured homes, whether private individuals or common carriers, must have management's approval prior to bringing in or removing any manufactured home. Any outstanding accounts owed to the park must be paid in full before any home may leave the park.

e. Operating Business: No resident may engage in any type of commercial business within the park. No more than two garage, patio or rummage sales per year are permitted on a manufactured home lot.

f. Solicitation: No person, whether a resident, an invitee or outsider, shall do any of the following unless first authorized in writing by management or unless permitted by law: "Vend peddle or solicit orders for the sale or distribution of any merchandise, device, service, periodical, book, pamphlet, ticket, 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 or fund raising."

g. Fires: Outdoor fires must be covered, the homeowner must be present at all times and the fire/smoke must not be a nuisance to other park residents, The burning of only wood, charcoal or propane will be allowed. Remember, never leave grills or barbecues unattended.

h. Garbage Collection and Storage. Every resident must keep his manufactured home clear and free of waste and rubbish at all times. The residents must provide and use rust-resistant, water tight, non-absorbent, and easily washable containers covered with close fitting lids approved by Management. All containers shall be washed and treated with a disinfectant as often as necessary to prevent a nuisance. Garbage is collected once a week and must be placed in bags at the curb. Garbage may NOT be placed at the curb prior to the morning of the day designated for collection. The burning of any rubbish or trash is strictly prohibited and residents or their guests may not dump or litter on Park property. *Dumpsters must be approved by the community prior to delivery, placed in your driveway upon delivery and can only stay for 7 calendar days.

i. Antennas/Satellite Dishes: Installation of any exterior antenna or satellite dish may be restricted or prohibited by management. Approval to be based on current FCC laws at the time of installation. Satellite dishes over three feet in size may be regulated and/or rejected for placement by park management. Small satellite dishes are permitted, 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.

j. Laundry: Clotheslines of RV or umbrella type are only permitted in back of home. No clothes may be left out overnight and the clothesline must be retracted each day. Permanent or other types are not permitted.

k. Children's Play Equipment: Outdoor play equipment **MUST BE APPROVED** by management prior to installation. Management reserves the right to have the equipment removed at any time. NO pools or hot tubs of any kind are permitted in the community.

XVI. SEVERABILITY

The Rules and Regulations shall each be considered separate and distinct. In the event any rule or regulation shall be deemed not enforceable, such determination shall not affect the remaining rules and regulations.

XVII. AMENDMENTS

These Rules, Regulations, and rental fees may be changed by management by giving notice in writing of any change(s) and the 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 will comply with the same.