

Community Rules and Regulations

Management of your community offers Equal Housing Opportunities. We do business in accordance with Ohio law and the Federal Fair Housing Laws and will not discriminate against any person because of race, color, religion, sex, handicap, familial status or national origin in the sale of housing and/or the rental of lots; advertising the sale or rental 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 sections 4781.01-4781.99 of the Ohio Revised Code, which regulates manufactured home communities.

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.

WARNING: We cooperate fully with all law enforcement agencies in partnership for healthy and drug free community. We report all suspicious drug activities to the proper authorities and will act in full compliance with local and state laws to rid our community of any undesirable criminal element. Our staff has completed the Landlord Training Program instructed by the Narcotics Bureau, Division of Police, Columbus, Ohio.

Dear Resident,

This booklet contains the Community Rules and Regulations for your manufactured home community. These guidelines are a product of extensive work by the Ohio Manufactured Homes Association as well as the decades of experience from Greenlawn Companies who has been building and operating parks like this one for nearly 70 years.

A number of changes have been incorporated into this set of rules from the prior version that was published in 2008. Some antiquated rules have been removed, others have been combined or clarified, and new rules based on the changing landscape of manufactured home communities have been added. A few important changes:

- Children living in a home must register upon their 18th birthday. (Rule No. 8)
- The Late Fee has been increased to \$50.00; Fees for the posting of a 3-day notice and filing of an eviction will also be added to your balance if necessary. (Nos. 16, 147 – 149)
- Payments are applied to past-due balances before current balances with the current month's rent being the last item that will be considered paid. (No. 19)
- The point where the park's maintenance responsibility ends and yours begins has been more clearly identified. (No. 27)
- Shed issues have been addressed – you may only have 1 shed and additions to it are prohibited. (No. 36)
- Firepits will be more clearly regulated. (No. 46)
- Our pet policy has been updated to reflect current Ohio law regarding aggressive animals. (No. 95 – 106)
- Window coverings must now be actual window treatments; sheets, flags, towels, etc. will not be permitted. (Nos. 64 & 80)
- A fine structure has been put in place to encourage prompt attention to what may have been considered a minor issue in the past. (No. 146)
 - If you receive a Notice to Remedy, we urge you to handle the matter quickly. If an issue can't be resolved immediately, call your park manager before time expires or you may face fines or eviction.

This latest version of the rules is also intended to serve as your official reminder that all of these rules need to be followed. Fines and fees are the last thing that Greenlawn wants to impose on you; but failure to adhere to the rules leaves us little choice.

Additionally, these new rules are intended to serve as a reminder that rent is due on the first day of the month. If it is not received by the fifth calendar day, you may be charged a late fee. For individuals using their bank's automated payment systems, it can take up to 5 working days for checks to arrive – it is your responsibility to account for time in the mail. We are working to introduce faster payment options to you, including managing your account online.

Greenlawn Companies encourages communication between residents and itself as the community's operator. If you ever have a question or concern, contact your park's manager. You can also email the manager or our Community Operations Director at parks@greenlawncompanies.com.

RESIDENCY

1. **APPLICATION PROCESS.** No person shall own, occupy or establish residence without making a residency application and being accepted as a tenant. Each person will be evaluated on an individual basis using credit history as a determining factor in how the application has met past and present financial obligations. The individual current income will be a consideration on the ability to pay current and future rent. A person can be denied residency based on bankruptcy, eviction, repossession or foreclosure. A person can be denied residency based on criminal convictions, including but not limited to theft, physical injury to another person, destruction of private property, a crime against children or any type of sexual crime. All persons 18 years of age or older, who will occupy the home, must submit to a credit report and background check before being approved as a resident.
2. **PRIVACY.** Management is required to collect certain information during the application process such as a credit report for all making application for residency. The credit application will be forwarded to FABCO through contractual arrangements with Big Run Bluffs or to a credit reporting agency as identified to the applicant. The credit report will be transmitted by fax to the housing representative or manager for review and determination. The report will be placed in the resident file if approved and in a declined credit file for all others. Management does not sell or use any information contained on a credit report or residency application for any marketing purposes. Information contained in this file may be made available to law enforcement, county auditor, county treasurer or local board of health.
3. **OWNERSHIP.** 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 or owners of the home are no longer the principal occupants of the manufactured home for a period of 30 consecutive days.
4. **TITLE.** A copy of the title showing ownership for each home must be presented to community management and management must be allowed to copy and place a copy in the resident's file. The title must be in the homeowner's name and homeowner must be an occupant of the home.
5. **TENANT FILE.** Ohio law 4502.06.2 requires that certain information be collected from each Tenantal household. That information includes: (i) Names of the Tenant of home; (ii) Names of all inhabitants; (iii) Permanent and temporary address of all inhabitants; (iv) The serial number for each home; (v) State issuing license; (vi) Arrival date of each home; (vii) Departure date of each home
6. **DEATH OF A RESIDENT.** If the sole owner of a home dies and a remaining spouse was an occupant of that home at the time of the sole owner's death, the surviving spouse can continue as a resident as long as that individual has the title changed into the surviving spouse's name. Any other person or relative who wishes to occupy the home must apply for residency, be approved as a new resident and either purchase the home or have the title transferred into the name of the new homeowner. Management must be provided a copy of the new title.
7. **ABSENCE FROM COMMUNITY.** A resident who is absent from the premises for 30 or more consecutive days without first notifying 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. A resident who is absent from the premises for 30 or more consecutive days and who is not in default of rent remains responsible for any and all maintenance of the premises as if the resident were present and in residence. Failure to maintain your premises will result in the termination of your residency and all additional costs to maintain the property in the resident's absence.
8. **ADDITIONAL RESIDENT.** All persons 18 years of age and older who have resided in the community at least 10 consecutive days or a cumulative total of 25 days in a calendar year must complete residency application and be accepted. Applicants who are not accepted may be

denied permission to be present within the community, even as the guest of a resident. Children who continue to live in a home after their 18th birthday must apply for residency.

9. OCCUPANCY. The Keeting Memorandum published in the *Federal Register* Dec. 18, 1998, is used as guidance in the establishment of a consistent occupancy policy for housing standards. The memorandum states that as a general rule, an occupancy standards policy of two persons per bedroom is presumed reasonable. This guideline has been adopted by management and is in force unless expressly prohibited by any other state or local municipal laws regarding the maximum number of occupants for each bedroom.
10. DISABILITY. Those persons seeking an accommodation for a disability must notify community management of the need for an accommodation to the exterior of the home and explain the accommodation needed at least 14 days prior to any change or modification to the home. Management reserves the right to request written medical or psychological verification of the disability and the accommodation requested by a legitimate medical practitioner. All physical changes, modifications or alterations to the exterior of any manufactured home must first be submitted in writing to community management for approval. Such requests will not be unreasonably withheld. Management further reserves the right to request that a resident's accommodating facility or service meet the standards of the community.

LEASE/SUB-LEASE

11. LEASE. This community recognizes that Ohio Revised Code 3733.11 requires that you be offered the opportunity to sign a one year written lease and you have the option to renew the lease each year. A lease is not required. When a homeowner declines a lease or a lease is not renewed by the Tenant, the homeowner will be on a month-to-month rental agreement.
12. SUB-LEASE. No resident may sub-lease or rent a home. No resident is permitted to allow anyone to occupy the home while resident is away without the express written permission of management. Community management may lease manufactured homes it owns or leases on community lots. In this case, the resident need not be an owner.
13. COPY OF RULES. Each new tenant household approved as a resident by Community Management will be given a copy of the Rules and Regulations after each new tenant has signed for the rules. A copy of the Rules and Regulations can be reviewed at any time in the business office for the community.

RENT, FEE PAYMENT SCHEDULE

14. RENT. Rent shall be due and payable in advance on the first day of each calendar month. Rent is payable by check or money order in person or by mail at a designated collection location. No cash payment is accepted. Rent can be increased at any time by management as permitted by Ohio law.
15. BOUNCED CHECK. A \$45 fee will be added to the rental account for a check returned unpaid by a bank. A check returned for insufficient funds may be re-deposited at the discretion of management.
16. GRACE PERIOD & LATE CHARGE. The grace period shall extend for a period of 4 days following the first calendar day of the month. A late charge of \$50.00 will be charged to the tenant after 8:00AM on sixth calendar day of each month.
17. REFUSAL OF LATE CHARGE AND LATE RENT. Management reserves the right to refuse the late charge and late rent if the tenant has a history of late payments, collections, issuance of a 3-day notice or previous actual or threatened eviction action/s.
18. PARTIAL PAYMENT. Community management reserves the right to accept or refuse a partial payment without prejudice to management's rights to collect all balances due and to terminate

- the lease agreement for cause, including non-payment or late payment of rent.
19. **FEE BECOMES RENT.** Any payment made shall be applied to tenant's account in the following order: 1. Past-due fines, fees, or charges; 2. Past-due rent; 3. Current month's fines, fees, or charges other than rent (e.g. water, trash); 4. Current month's late fee; 5. Current month's rent. Any fee, fine, or other monies owed and not paid by a tenant will be due and payable prior to applying payment toward next month's rent. Tenant's failure to bring their account current will be treated as not having paid the current month's charges and/or rent and a Late Fee applied.
 20. **ESTATE.** If a home becomes part of an estate to be probated, the community owner shall not be denied the right of having the home removed from the community for any non-payment of rent. If the community owner allows the home to remain in the community, then the community owner shall be paid the full amount of the monthly lot rental fee plus payment for any lawn care services rendered including but not limited to mowing, weeding, removing debris, etc.
 21. **SECURITY DEPOSIT.** A security deposit equal to one-month's rent must be paid prior to occupancy. 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.
 22. **PROCESSING FEE.** Each new tenant will be charged a \$250.00 processing fee for each pre-owned home sold. The fee must be paid at or prior to closing.
 23. **WATER USAGE.** If water service is disconnected for non-payment of rent or non-payment of water billing, the homeowner must pay all rents, late charges and water charges before water service is restored. The fee to turn the water on is a separate \$45.00. A 48-hour notice is given before water is turned off.
 24. **PETS AT LARGE.** Management reserves the right to trap or capture any pet allowed to run at large. Pets will be turned over to a local humane society or to a professional trapping company. If an owner is identified as a pet owner, the owner will be charged a \$60 trap fee and an additional \$30 fee for each animal trapped or captured.
 25. **DAMAGE TO DRIVEWAYS, ETC.** A homeowner will be held responsible for damage to a patio area, driveway or yard. Management reserves the right to assess a fee to correct and/or clean any area for which the homeowner is responsible.

GENERAL RESIDENCY RULES

26. **LAWN CARE.** No resident shall fail to maintain a lawn. A lawn must be kept well-groomed and grass not allowed to grow taller than five (5) inches. Residents are expected to mow or trim lots on a weekly basis or on such basis as to maintain a well-groomed appearance. Lawn clippings may not remain on the sidewalk or streets. All clippings must be swept or blown back into tenant's lawn or placed in lawn refuse bags. Any resident who fails to maintain their lot will have grass mowed and/or cleaned at the expense of the homeowner. The homeowner will be charged \$35.00 per hour with a minimum charge of \$25.00 for any part thereof. The charge will be added to the lot rent and payment in full required with payment of the next month's lot rent.
27. **UTILITY LINE MAINTENANCE.** 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 community facilities. The point of connection with community facilities for: (i) electric at the electric meter; (ii) gas at the gas tap; (iii) water is at the point when the water line exits the ground; and (iv) sewer is where the pipe enters the ground. Any repair by Management or its contractors of a Resident's utilities that is caused by a failure after the point of connection will be charged to the Resident. If a resident causes any sewer line to become clogged or non-functional because of foreign matter, including but not limited to sanitary napkins, rags or paper towels, disposable diapers, the resident must pay for restoring the sewer line to service.
28. **LANDSCAPING.** No landscaping changes, pruning, planting or digging, including but not limited

to, tree planting and other ground/landscape activities, may be made by a resident without first obtaining approval from management so that sewer, water, gas, electric, cable and other underground facilities may be identified and properly protected and community aesthetics may be maintained. The planting of annuals and/or small shrubs in flower beds, around a patio or at the street side of a home are encouraged and do not require special permission.

29. TREES. Certain trees are not permitted. They include: Silver Maple and most other types of Maple, Mulberry, Willow, Poplar, including Aspen and Cottonwood. Trees of preference are dwarf varieties. No trees can be planted without prior approval. Approved trees must be maintained by the Tenant.
30. GARDENS. Vegetable and flower gardens may be permitted upon written approval from management. Failure to maintain a garden may result in fines or revocation of approval. Management reserves the right to place restrictions upon the size, type and location of gardens within the community. Planting vegetables in a community maintained or landscaped area is not permitted.
31. TREE, SHRUB REMOVAL. Should any home be removed from the community and it is necessary to remove trees, shrubs or other landscaping, the community will pass those costs to the tenant by deducting actual labor and any expense from the security deposit.
32. 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 the damage. Repair to common areas and other homes/buildings damaged by a resident's activities will be charged to the resident causing or participating in the cause of the damage.
33. STORAGE AROUND & UNDER THE HOME. Tires, axles, hitches, and non-hazardous items may be stored beneath the manufactured home. Up to ½ cord of firewood may be kept at least six feet from the home and 12 inches above the ground in a freestanding frame. Other combustible or hazardous materials are prohibited.
34. DIGGING. Residents shall not drive rods, stakes or pipes or other objects into the ground in any area of the community without first obtaining written approval from management. A flagpole can be installed with approval from management as long as the pole is on a sleeve allowing for easy removal of the flagpole.
35. PATIOS, DRIVES. Patios and driveways must be kept free of gasoline, grease and oil stains. When damage to concrete or asphalt is caused by gasoline, grease or oil leaks, resident must remove these stains, or management will assess charges for cleaning. The only items permitted on a patio are: patio furniture, picnic tables, potted plants, all in good condition. Bikes, toys, garbage cans, lawn and garden equipment, tools and other large items must be stored in the shed, under the home or out of sight from the street.
36. STORAGE SHEDS. Each lot is permitted one shed of an approved size and style as directed by management. Sheds must be in compliance with health regulations regarding proximity to neighboring structures. No auxiliary structures may be constructed or affixed to a shed in order to create additional covered storage area.
37. SNOW REMOVAL. Sidewalks, driveways and patios must be kept clear of snow and ice by the homeowner. Use of rock salt or other products that damage concrete is prohibited and tenant may be held responsible for damage caused by its use. Be considerate of other residents and make certain guests do not block driveways with motor vehicles especially in bad weather. In winter, no motor vehicles may be parked on the street during snowfall of at least four (4) inches or more or until such time as snow removal is deemed to be complete by management unless off street parking is not available. Snow will be removed from the streets by management when snow accumulation reaches at least four (4) inches. When plowing occurs, management cannot prevent snow from being pushed across the entrances to driveways. It is a resident's responsibility to open a driveway and/or sidewalk. Snow removed from a driveway and/or

sidewalk must not be thrown back into the street.

38. PEST CONTROL. Pest control shall be the sole responsibility of the homeowner. The Community Management reserves the right to exterminate any home as it deems necessary. Any fees incurred for said extermination shall be the sole responsibility of the resident.
39. LAUNDRY. Clothes, sheets, blankets or other related items, including personal clothing, may not be hung outside the home for drying, airing or other purposes. Clotheslines of any type, shape or form are not permitted in the yard, patio or carport areas.
40. NO SOLICITATION. No resident, guest or other person shall peddle or solicit orders for the sale or distribute any merchandise, device, service, publication, ticket, or other matter without written management approval.
41. NO BUSINESS ACTIVITY. No business activity is permitted which brings customers, clients or shoppers to an address within the community. The only exception is an individual or community yard sale approved by management.
42. FENCE. No fences of any kind, other than a wireless "invisible" fence, that enclose all or part of the premises are permitted. Any other decorative fencing must be approved in writing prior to installation. The use of a wireless fence shall not excuse a resident from keeping any pet on a leash.
43. DECKS/RAMPS. No deck and/or ramp can be constructed without written approval. Plans must be submitted along with a written request to resident manager at least two weeks prior to any construction. No construction can begin until management provides written approval. If local building permits are required for a deck, the resident must obtain a permit as a separate action to park approval. A handicapped access ramp requires a letter of need from a medical provider.
44. STEPS. Only approved steps can be placed at a home site. Contact the resident manager for written approval before steps are installed or built.
45. LATTICE. Short pieces of lattice are permitted when used for flowering vines or climbing roses but written permission is required.
46. FIRES: Any open outside fires or burning of any type is strictly prohibited within the community unless in an approved firepit. Firepits will be treated as an Improvement as described in Rule 70, and their design and placement must to be approved by management prior to use and must be supervised at all times. All fires must be extinguished.

CONDUCT

47. STANDARD OF CONDUCT. Each resident and any guests shall conduct themselves in a manner that will not disturb the peaceful enjoyment of the community by neighbors or other community occupants. Any offensive noise that 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. Excessive use of intoxicating liquors; use of abusive or vile language; indecency or disorderly conduct or fighting will not be tolerated anywhere in the community by residents, their families, guests or other invitees. Management will not intervene in tenant-on-tenant disputes unless complaints are filed by unaffiliated parties.
48. NOISE. "Unreasonably loud" noise that can be heard after 10:00 p.m. onto an adjacent property is prohibited. Repeated warnings will constitute a Material Violation.
49. CRIMINAL ACTIVITY. 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. Criminal activity within the community is not permitted and shall be the basis for eviction upon conviction of any member of the household. Any police report written due to the conduct of a resident or guest will be treated as a Material Violation.
50. CHILDREN & GUESTS. Each tenant is personally responsible for the conduct of guests, children, and others living or visiting the home. Tenant will be responsible for conduct or behavior,

intentional or negligent, which disrupts the community or the peace and enjoyment of any other residents or results in any damage to the community or the property of another resident. Guests who are repeatedly identified as the source of complaints may become subject to a ban from the community, including a no trespassing order, making them subject to removal or arrest by local law enforcement. Children who are not supervised or controlled and who cause a disturbance of the peaceful enjoyment of the community will result in the termination of the residency of the parent/s and or guardian/s.

51. CURFEW. All parents are responsible for enforcing the community curfew for children under 18 years old. Minors shall not be permitted in common areas after 8:00 p.m. weekdays and 10:00 p.m. weekends. Weekday hours will be extended until 10:00 p.m. from Memorial Day weekend until Labor Day weekend has ended.

INJURY, DAMAGE TO PERSON, PROPERTY

52. INJURY/DAMAGE. If a resident is responsible for damage to any equipment owned by the community or causes injury to an employee of the community or contractor, that resident will be the responsible for all costs resulting from such an injury or damage.
53. MANAGEMENT RESPONSIBILITY. Management is not responsible for any damage, injury or any other claim legal or otherwise caused by one tenant and/or guests or property, including pets, against another tenant and/or guests or property, including pets.
54. INSURANCE. Each resident must carry adequate fire and extended personal liability coverage insurance on the home. Management reserves the right to request evidence of insurance.

INSTALLATION AND REMOVAL OF A MANUFACTURED HOME

55. MOVING HOMES FROM COMMUNITY. Management must be notified 48 hours prior to removal of a home. Homes can be moved between the hours of 8 a.m. and 5 p.m., Monday, through Friday and may only be performed by persons licensed by the Ohio Manufactured Homes Commission. A member of management may need to be present to inspect the site. No move is permitted without the management notification. The tenant must pay a \$500.00 refundable deposit prior to the home's removal for lot clean-up. If the lot is not cleaned within 48-hours of a relocation move, the lot will be cleaned and the fee for cleaning will be deducted from the deposit.
56. LOT RENT MUST BE PAID TO RELOCATE. No manufactured home can be removed from the community if there is money owed for past due lot rent. Tenant grants management permission to physically prohibit the removal of a home until all monies due are paid.
57. RELOCATION PERMIT. Before any home can be removed, the owner of the home must obtain a Relocation Permit from the county auditor's office. All taxes due on the personal property must be paid at that time. There is a fee the county auditor charges for the Permit. A copy of the permit must be presented to management prior to the home's removal.
58. VIOLATION. Any Tenant who violates the requirements necessary to remove a home from the premises agrees to allow Management to prohibit the transportation of the home by whatever means deemed appropriate, up to and including the removal of contractors and placement of equipment so as to prevent the removal of the home from the lot.

SALE OF A MANUFACTURED HOME

59. RIGHT TO SELL. Each resident has the right to sell their home on their own or using a licensed broker or agent. Tenant is required to provide management at least 30-days notice of any move and a forwarding address is required. Tenant is responsible for making sure any buyer is aware they must apply for residency as a separate action for the home to remain in the community.

Management recommends that any agreement be contingent upon the buyer obtaining approval for residency. Homeowner must continue to pay rent while home is on the market.

60. PRIOR APPROVAL OF PURCHASER. Each resident shall bring a proposed new purchaser to management to complete an application for residency. No application for residency will be taken until all appropriate fees, including rent, are current if the buyer intends to leave the manufactured home in the community. Any buyer who is approved for residency must agree to abide by all Community Rules and Regulations and become a Tenant. If the buyer does not agree or is not approved for residency, but completes the purchase of the home, the home must be removed within 30 days of the sale of the home.
61. REQUIREMENTS PRIOR TO SALE. Management has the right to inspect the interior and exterior of a manufactured home being placed for sale. The purchaser may be required to make repairs or changes deemed necessary by management to improve and upgrade to current community standards before the manufactured home is approved to remain on premises. Management has the right to accept or reject a manufactured home based current state of condition/deterioration, or obsolescence of the interior or exterior of the home.
62. 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 when such a sign is located in a window or door of the home and is no larger than 24" by 24". Only one sign is permitted per home. Management is authorized to remove all other signs. Other signs may be permitted with written permission.
63. DRUG HOUSE. Any home seized by law enforcement authorities, as a drug house, must be removed from the community at the expense of the resident or new owner.

EXTERIOR/INTERIOR OF THE HOME

64. EXTERIOR. The exterior appearance, including interior window coverings, of the manufactured home and adjacent structures must be neat and clean at all times. The use of sheets, blankets, towels, or other non-traditional window coverings is prohibited. Hand or power washing must be done periodically. If such maintenance is not completed by the resident, management will contract for the service and bill the resident for such service which may be added to lot rent.
65. REMOVAL. Management reserves the right to terminate a rental agreement and require the removal or repair of a manufactured home based solely on condition, deterioration, obsolescence, or general appearance of the manufactured home. Such removal would be at the resident's expense.
66. HITCHES. All homes entering the community must be equipped with a removable hitch. Hitches on all new homes and any home moved into the community must be removed.
67. IMPROVEMENTS. All skirting, utility buildings, patio or carport awnings, patio carpet, decks, ramps, steps, enclosures, shrubs, trees, and any and all other changes to the exterior of any manufactured home, or the land on which it sits, must be approved by management prior. Carports may not have sides or backs enclosed. Management has established guidelines concerning quality, size, design, location and installation in making a decision. Two weeks are required to review any written request.
68. CHANGES, ROOM ADDITIONS. No changes, alterations or modifications can be made to the exterior of any home without written authorization. No room additions are permitted. Management will not assume any financial responsibility for unauthorized or unapproved work or service. Injury or damage, resulting from any home repair, to any person or property is solely the responsibility of the resident. Work started or completed without written approval is subject to an order of removal by community management.
69. APPROVED EXTERIOR MATERIALS. All new homes to be located in the community must have vinyl siding, Hardie® Board siding, or other materials with written approval by Management;

shingle roof and residential shutters on the front door and street side(s) of the home. Any other material must be used with written approval only.

FOUNDATION ENCLOSURE

- 70. SKIRTING. The underside of all manufactured homes must be enclosed within 30-days of installation using approved skirting. The enclosure must conform to the design, installation and location established by management.
- 71. TYPE SKIRTING. Unless otherwise specified in writing, all skirting will be vinyl interlocking; Enchanted Acres uses only split-brick skirting. The color shall be white, cream and gray. No other color or type is permitted without written permission.
- 72. SKIRTING BLOWN OFF OR DAMAGED. All skirting blown off by wind, storms or any skirting damaged by wind, storms, or neglect must be promptly replaced by the Tenant.

FOUNDATION SYSTEM

- 73. STANDARDS. All newly set manufactured homes shall have foundation systems conforming to standards set forth by Ohio Department of Health rules and regulations and those other rules and regulations from any other governmental agency with jurisdiction over manufactured housing.

TIEDOWNS, BLOCKING REQUIREMENTS

- 74. TIEDOWNS. All homes should be secured with tie downs in accordance with manufacturer guidelines and any instructions and rules by any appropriate governmental agency with jurisdiction.
- 75. TIEDOWN INSTALLATION. All homes are required to have tie downs installed within thirty (30) days of placement.
- 76. BLOCKING. Blocking that meets the requirements of the individual home manufacturer and the requirements of the Ohio Department of Health and/or any local government having jurisdiction shall support each new manufactured home placed in a manufactured home community. All new home installations after July 1, 2007 must be inspected by the Ohio Department of Health or an approved third party inspection agency as dictated by the Ohio Manufactured Housing Commission.

REPAIR OF HOMES

- 77. REPAIRS. All repair persons, plumbers, electricians and other servicemen hired to do work in the community must be responsible, qualified and licensed in their field of experience in accordance with state and local codes.
- 78. PERMITS AS REQUIRED. It is the responsibility of the resident to obtain any and all permits including payment of fees if required by state and/or local codes. Management does not assume any responsibility or liability for resident's failure of compliance.
- 79. FIXTURES. There will be no compensation to any resident for any landscaping, shrubs, plants, trees or any other exterior improvement to the property left behind when a unit is removed from the community.
- 80. PLASTIC. Plastic film, tarps, or similar items cannot be used as a screen or insulation on a screened porch or Florida room. Plastic film cannot be used on the outside of any window.

PARKING AND MOTOR VEHICLES

- 81. SPEED LIMITS & STREET SIGNS. The maximum speed limit is 15 miles per hour for all motor

- vehicles. All traffic signs (One Way, Stop, etc.) must be obeyed.
82. LICENSE. Any person operating a motor vehicle must have a license issued by the Ohio Bureau of Motor Vehicles or other legal license as recognized by OBMV. A "learner's permit" is not acceptable.
 83. OPERATIVE VEHICLE. Motor vehicles not in working condition including but not limited to unlicensed and/or inoperative vehicles, including those with flat tires, will not be permitted to remain in the community and must be removed. Those vehicles cannot be parked on any street or on any lot. All vehicles that fall into this category are subject to tow without prior notice and at the expense of the owner. No wrecked vehicle can be parked on any street or on any lot.
 84. NO REPAIRS. There is to be no repair of any motor vehicles within the community except to change oil. No vehicle is permitted to be on any type of jack, raised platform or blocks except to change a flat tire.
 85. TRUCKS, RV, TRAILERS, BOATS, ETC. No trucks over $\frac{3}{4}$ ton, truck tractors, box trucks, motor homes, campers, trailers of any kind, boats, ATV's, 3-wheel motorized vehicles/bikes, snowmobiles, dirt bikes or any other type of motorized unit shall be operated within the community, parked on any manufactured home lot, any parking space or on any community street without written permission. Alternative arrangements for these vehicles must be made by residents. RV's, motor homes and travel trailers may be parked on the street for a period not to exceed one (1) day for loading and unloading. Trucks over $\frac{3}{4}$ ton and trailers for moving, construction or maintenance are permitted while work is occurring at the home.
 86. MOTORCYCLES. Motorcycles, properly licensed by the Ohio Bureau of Motor Vehicles, are permitted and must be operated in such a manner not to disturb neighbors or other resident.
 87. PARKING. At no time can any vehicle be parked on grass, the patio, on the curb, or blocking a sidewalk.
 88. TOW GUIDELINES. A tow-away-zone has been established in all communities and will be enforced throughout the community in accordance with provisions set forth in local codes and laws governing towing. Vehicles that violate community rules and regulations will be towed from the community at the expense of the vehicle owner including any and all storage fees. A tow away zone notice is posted at the entrance to the community.
 89. BOAT/RV PARKING. An Ohio Department of Health regulation, Section 3701-27-26, prohibits boats or recreational vehicles from being stored on individual manufactured home lots.
 90. LARGE TRUCKS. No large truck with more than four (4) wheels except "dually" type pickup trucks, or any type of trailer shall be parked on any manufactured home lot or any street within the community. No commercial vehicles of any kind are permitted in the community without written permission from community management. Resident is responsible for any damage to driveways from vehicles parked, including excessive.
 91. FIRE HYDRANT. No vehicles can be parked within 25 feet of any intersection or within 10 feet of any fire hydrant.
 92. OIL, GREASE LEAKS. No vehicle is permitted in the community that leaks oil, grease, anti-freeze or other oil based solutions onto concrete, blacktop, gravel or any grass area. Any such vehicle must be removed from the facility and any costs to clean concrete, blacktop, gravel or any grass area will be at the expense of the homeowner identified as responsible for the vehicle. In the event of a guest vehicle, the homeowner is responsible for clean-up.
 93. PARKING OFF STREET. When provided, any and all residents must park in their individual off-street parking spaces. When off-street parking is provided, only guest's vehicles are allowed to park on the street unless other parking restrictions are in place.
 94. RIGHT TO IMPOSE PARKING DECAL. The community reserves the right to require all vehicles to be registered and receive a parking decal. If parking decals are required, overnight guests parking on the street must obtain a temporary parking permit to prevent a vehicle from being

towed. All other vehicles without a parking decal or a temporary parking permit would be subject to tow.

PETS/ASSISTED CARE ANIMALS

95. REGISTER ALL PETS. No resident may own or house a pet in the community without completing a registration form approved by management. The owner must also supply a color photograph of the adult animal. No exotic pets may be kept in the community without the express written consent of management. No dangerous animal, farm animal, reptile or exotic animal that presents an actual or perceived health or safety risk to the community and/or its residents will be permitted. Animals that disrupt the peace and/or safety of the community must be removed upon request of management.
96. ASSISTED CARE ANIMALS. Animals required as assisted care animals for the health, welfare and safety of a resident, i.e., Pilot Dog, are permitted. Please notify management if you own such an animal. Management reserves the right to request medical or psychological verification of an asserted disability and the need for accommodation from a medical practitioner. Any physical change, modification or alteration to a tenant's home required to accommodate the assisted care animal must be submitted in writing to management prior to any such change and management reserves the right to verify the need for any accommodation requiring a change or modification of any home, structure or area of the community. Any such animal must still be maintained in a manner consistent with these rules.
97. ANIMALS AT LARGE. Ohio Department of Health regulations state: "Domestic animals or house pets shall not be allowed to run at large or create a nuisance in manufactured home communities." No pet may be left outside unattended, even when on a leash.
98. CLEAN AFTER PET. All pet excrement must be removed by the pet owner from the pet owner's yard or any other place or location within the community where the pet may have had access. When pets are walked in common areas, the pet owner must clean up after the animal. A \$10 per incident fee will be imposed upon the owner of any pet who does not clean up after their animal anywhere in the community, including their lot.
99. DAMAGE BY PET. All pet owners are responsible for any damage caused by the pet to community property or the property of another resident. Such damage must be repaired and/or paid for by the pet owner causing the damage.
100. DOG HOUSES, ETC. No dog runs, dog houses, cages or fenced areas for a pet are permitted.
101. TWO PETS. No more than two pets are permitted per home. Residents who own more than two (i.e. 3 dogs, 4 cats, or any combination over 2) may be permitted to keep the additional pets for the remainder of its life only. Upon the extra pet's death(s), the Resident will **NOT** be allowed to procure another pet over a total of two.
102. PETS INSIDE. All pets must be kept inside the home. Anytime a pet is outside, it must be kept on a leash and may not be left unattended. No pet is permitted on another person's lot. A fee of \$10.00 per incident will be assessed to any homeowner whose pet is verified to not be leashed or is left unattended at any time while outside.
103. SPAY/NEUTER. All dogs and cats must be spayed or neutered and proof provided upon registration.
104. AGGRESSIVE ANIMALS. Any homeowner who has a dog known to be unfriendly, aggressive or a dog that has previously bitten or attacked someone is prohibited. Such animals cannot be housed in the community or brought into the community for any reason by either a homeowner or guest. Management reserves the right to demand a dog be removed from the community in the event of a serious attack or repeated aggressive behavior.
105. BREEDS NOT ALLOWED. Specific breeds of dogs or mixes including those breeds are prohibited in the community or to be brought into the community for any reason. Those breeds include:

Pit Bull, Chow, Doberman, Rottweiler Husky, Malamute, Great Dane, bulldogs, and German Shepherd. Homeowners may be required by management to have the dog evaluated by a veterinarian who would file a written report to management concerning the behavior and temperament of the animal. Residents who own a dog of these breeds ***prior to becoming a Resident*** may be permitted to keep the dog for the remainder of its life only. Upon the dog's death, the Resident will **NOT** be allowed to procure a new dog of any of the listed breeds.

106. **INSURANCE REQUIRED.** Management reserves the right to require proof of insurance from any resident housing a dog or any other pet in the community. Homeowners are advised to contact their insurance company/agent to make certain that liability coverage for pets is included in their homeowner policy.

OUTSIDE PLAY EQUIPMENT

107. **OUTSIDE PLAY/RECREATION EQUIPMENT.** No outside play equipment, basketball hoop, weight lifting or exercise equipment, spa, whirlpool or any other unit, device or equipment is permitted without the express written permission of community management. If written permission is granted, a liability waiver must be signed by the homeowner along with proof of insurance.
108. **TRAMPOLINES, OUTSIDE POOLS.** Trampolines of any size are not permitted. Children's pools are allowed as long as they are no wider at any point than 10 feet across and do not exceed a depth of two feet. The pool can be placed on the grass but not left outside for more than seventy-two (72) hours. Restoration of any lawn/grass damaged by pools will be charged to the tenant.
109. **SWING SET.** If you desire to have a swing set for your children and there is space for such a set on your lot, you must obtain written approval. You will be asked to sign a swing set waiver.

COMMUNITY PROPERTY

110. **PROPERTY DAMAGE.** A resident is responsible for any damage to community property or any other property controlled by the community by any member of the resident's household or any guest of that household. Damage will be repaired by the community and the charges will be added to the next month's rent. Repairs may be conducted by the resident at their personal expense only with express written permission of the management. Such other property includes, but is not limited to playground equipment, open sewer or drain lines on vacant lots, control boxes, gates and fencing, and signs in the community.
111. **INJURY ON COMMUNITY PROPERTY.** A resident may be held responsible for any injury or injuries that occur on community property involving a member or any guest of the resident's household.
112. **COMMUNITY PROPERTY.** Community property is for the use and of benefit of all residents. Any resident using community property, playground or picnic area is responsible for keeping said area clean. The consumption of alcohol or the use of any glass containers on Community Property is strictly prohibited.

TRASH PICK-UP

113. **TRASH AT CURB.** Trash must be placed at the curb on the day and time of garbage collection. All trash must be in approved metal or hard plastic containers. Empty trash containers must be removed from the street by the end of the day the same day trash is collected. Plastic trash bags must not be placed on the curb for trash pick-up. If trash is spilled from a trash container, the homeowner must clean the area.
114. **LIDS REQUIRED.** Ohio Health Department regulations for manufactured home parks require that all garbage cans have lids.

115. TRASH STORAGE. All litter, garbage or trash must be kept inside a utility building, trash compartment, or other designated area. Trash cans, bags of trash, etc. cannot be left on the patio or next to any home site. Trash bins too large for a utility building or those provided by refuse collectors must be stored next to a home's shed.
116. BULK TRASH PICK-UP. Bulk trash such as appliances, furniture, mattresses may require a special fee for pick-up. Contact the park manager if you have such items for pick-up at least one week prior. The homeowner must pay any fees for bulk pick-up.
117. REFRIGERATION UNITS AS TRASH. Any refrigeration unit such as refrigerators, dehumidifiers, or any unit with Freon must be "red tagged" by a certified heating and cooling contractor before removal.
118. WEIGHT OF CONTAINER. No trash container should have a weight over 50 pounds.
119. HAZARDOUS ITEMS. No hazardous items such as toilets, bathtubs, computer monitors, chemicals, paints, oil, or tires can be placed at the curb for pick-up. If you have a question concerning whether something is considered hazardous waste, you should contact the park manager.
120. TIRES. Ohio Health Department regulations prohibit old or new tires from being stored at any home site or placed in the trash.

AIR CONDITIONERS

121. WINDOW AIR UNITS. No window air unit, new or used, can be installed replacing any existing window air conditioner unit. Any home with a window air unit installed and not otherwise permitted shall be fined \$50 per month until the unit is removed.
122. PLACEMENT REQUIRED. Central air units are permitted when installed by a licensed person. Before a central air unit is installed, contact management for placement instructions. No central air can be placed on the front door side or street (hitch) end of the home.
123. REMOVAL OF WINDOW UNITS. Any older home with a window air conditioner must have the window or wall mounted air conditioner removed when that unit is sold if the home is to remain in the community.

FREEZE-UP, COLD WEATHER

124. FROZEN LINES. It is not the responsibility of community management to thaw water and/or sewer lines.
125. STREAM OF WATER. Do not run a stream of water into the sink during cold weather. While it may keep your water lines from freezing, it may cause your sewer lines to freeze. Open cabinet doors during extremely cold weather to allow room air to circulate around pipes.
126. HEAT ROD/TAPE & WATER METER/REMOTE. It is a resident's responsibility to make certain the heat rod and heat tape is in good condition and working order. Make certain your heat tape is plugged into your power source before freezing temperatures. Resident is responsible for any repair or replacement of a home's water meter and/or remote due to breakage caused by a freeze-up.

ACTS OF VANDALISM; PHYSICAL HARM

127. COMMUNITY DAMAGE Residents shall personally refrain and forbid any guest from intentionally or negligently destroying, defacing or damaging any community property or any property that does not belong to the resident.
128. PHYSICAL HARM. Resident shall not cause or allow physical harm, injury or distress to another resident; or threaten the health and safety of any person, persons or the community at large.
129. FINANCIAL RESPONSIBILITY. Each resident homeowner is personally and financially responsible

for any damage to community or private property of others residents caused by any person or persons, guest or guests, invitee or invitees at the responsible homeowner's residence. Management is not responsible or liable for any damage or injury caused by a resident, his children, guests or invitees to the person or property of another resident or of the community. Any person, supervised or not, or any person who causes a disturbance of the peaceful enjoyment of the community will result in the termination of the residency of the parent/s and or guardian/s.

130. CONSTRUCTION AREA. No resident or guest is permitted in any construction area or empty lot.

WEAPONS, FIREARMS

131. DISCHARGE OF GUNS AND OTHER WEAPONS. The use or discharge of firearms, BB gun, pellet gun, fireworks, or any projectile such as bow and arrow or any other shooting device of any description and any discharge of any type of starter pistol or other potentially hazardous device is prohibited. Any damage to property or injury to persons resulting from any violation of this rule is the responsibility of the resident homeowner, and the management expressly disavows any liability for the same.

EVICTON, ABANDONED HOMES

132. EVICTION LAWS. Manufactured housing eviction proceedings in Ohio are governed by Ohio Revised Code Chapters 1923 and 4781; and where the owner of a community is the owner of the home being rented, Chapter 5321 will apply.

133. ABANDONED HOMES. A home will be considered abandoned if: (A) the owner is deceased and no living heir is willing to claim the property and transfer title and the home has been vacated at least 30 days with rent delinquent; (B) the owner has vacated the premises and cannot be found and the home has been vacated at least 30 days with rent delinquent; (C) the owner or lender who holds title to a home which has been vacated at least 30 days with rent delinquent; (D) and other provisions as allowed by law.

134. 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 lease or rental agreement of any resident who disregards or violates these Rules.

135. RIGHT TO TERMINATE. Management reserves the right to terminate any lease or rental agreement and evict any resident for any of the following reasons: (A) Non-payment of rent or other applicable charges relating to residency; (B) Breach of any community rules and regulations with two violations within six months; (C) Violation of the rights of other residents to privacy and peaceful use of their property and the space they have occupied; (D) Designation of any manufactured home as a "drug house" or "crack house" by local, state or federal agency so designated by law to make such a declaration whereas such manufactured home must be removed from the community at the earliest time permitted by law; (E) Allowing any home to be used for any illegal purposes including but not limited to prostitution, public indecency, disturbances of the peace, welfare and/or right of other residents. (F) Any other reason as permitted by Ohio law.

TAXES

136. TAXES. The county auditor taxes all manufactured housing. Homeowners must pay personal property taxes each year. Contact the county auditor's office for more information.

AMENDMENTS, GENERAL INFORMATION

137. RULES CHANGE. These rules and regulations may be changed or amended by management by giving notice in writing of change or changes and the effective date of those changes to all residents at least thirty days prior to the effective date of such change or changes. These Rules and Regulations may be changed or amended by management without further signature by the resident.
138. RIGHT TO INFORMATION. Management is required to collect certain information from all tenants and have that information available for inspection by various government agencies. All residents must comply with this requirement. The information includes but is not limited to names of all persons living at a given address, ages and copy of title showing ownership.
139. NEWSLETTER. Management issues newsletters for tenants and those newsletters will contain certain other items that may serve as notices to residents for changes, updates and/or clarifications in the published Park Rules and Regulations. Those newsletter items will be noted and must be attached to the Rules and Regulations by the resident.
140. ADDENDUM. An addendum may be attached to the Rules and Regulations and is in force as if written herein. Updates and/or additional Addendums may be issued at any time to be included as part of the general Rules and Regulations of the Community.
141. EFFECTIVE DATE. These rules become effective 30 days after personal delivery to each tenant by management when the rules are part of an overall change in rules or an update of standards. For new tenants moving into a community, the rules are in force immediately upon signing and moving into the community.

ANTENNA AND SATELLITE DISH PLACEMENT

142. SATELLITE. Television reception antenna and direct broadcast satellite dish are permitted under Federal Communications Commission guidelines. While the preferred size is 18-24 inches in diameter, the FCC guidelines permit a dish of 39 inches in diameter or smaller on homes or home sites. Placement on a home should be at the backside of the home away from the street. All wiring should be concealed as much as possible. Any antenna or dish must be on the tenant's rented lot and cannot be part of any common area of the community. For safety reasons, any dish or antenna should be only as high as required to receive acceptable quality signals. No device may be installed that would together extend higher than 12 feet above a roofline without the prior approval of management due to safety concerns posed by wind loads and the risk of falling. Residents are solely responsible for all costs associated with an antenna or dish including but not limited to all costs to repair, maintain, relocate and remove, repair to the property caused by installation, medical expenses incurred by any person injured by installation, maintenance or use of same. Owner will reimburse and hold harmless the community owner and management for all damages caused by the installation, maintenance and use of any antenna or dish.
143. ACTION AGAINST HOMEOWNER. If any rule concerning antennas or satellite dish placement is violated, management may bring an action against the resident for declaratory relief with the FCC or any court of competent jurisdiction after notice and opportunity to be heard. To the extent permitted by law, and after the expiration of any applicable grace period, management may be entitled to recover from the offending resident a fine, reasonable attorneys' fees, costs and expenses incurred by management in the enforcement of these rules.
144. CB, OTHER ANTENNA, TOWERS. No CB antennas or towers of any kind, other than standard television antennas, are permitted.

MATERIAL VIOLATION NOTICE, FINES, EVICTION

145. **ATTENTION REQUIRED.** A Material Violation Notice is a serious notice and requires immediate action on the part of a tenant. If you should receive such a notice you will have 30 days to come into compliance otherwise a second notice can be issued. If a second notice is issued, it will be accompanied by a 3-Day Notice. If you receive a Material Violation Notice and come into compliance within the 30 days, you can still be subject to eviction if another Material Violation Notice is issued within the next six (6) months for a violation of any rule.
146. **NOTICE TO REMEDY.** Unless an amount is otherwise specified, management reserves the right to issue a Notice and impose a fine for any rule violation. Payment of fines will be treated in accordance with Rule 19. A Resident who fails to pay their fine prior to paying their rent will be charged a Late Fee and/or evicted. Management may, in its sole discretion, forego issuing a Notice To Remedy and immediately issue a Material Violation when appropriate.
- i. Level 1 – Resident will be given a written warning specifying the rule violation and permitted 10 days to correct the issue.
 - ii. Level 2 – If Resident fails to remedy a Level 1 warning, Resident will be fined \$25 and given seven (7) days to correct the issue.
 - iii. Level 3 – Should Resident refuse to correct the violation after seven days, Resident will be fined an additional \$50 and given seven (7) days to fix the issue.
 - iv. Level 4 – If Resident still does not comply with the rules, a fine of \$100 will be assessed and Resident will have seven (7) days to correct the situation.
 - v. Level 5 – A Resident whose violation continues after the seven days of a Level 4 Notice will be given a Material Violation Notice and allowed thirty (30) days to correct the behavior. Failure to comply with the Notice may result in eviction.
147. **NON-PAYMENT OF RENT.** The most common reason for an eviction action is non-payment of rent. If you know you are going to be late with your rent, contact management before the rent is late to see if arrangements can be made to accommodate your problem. A fee of \$350 will be charged to your account if an Eviction Complaint is filed with the court.
148. **OTHER EVICTION CAUSE.** Evictions can also be presented to the court for any violations of the Park Rules and Regulations. A fee of \$350 will be charged to your account if an Eviction Complaint is filed with the court.
149. **3-DAY NOTICE.** The first step in the eviction process is a 3 Day Notice to Leave Premises. If you receive this notice, it is the first step in the eviction process. If you do not comply with the order to vacate the premises, an eviction action will follow in the appropriate court of law. A fee of \$50 will be added to your balance if such a notice is posted.
150. **RIGHT TO ATTORNEY.** You have a right to be represented by an attorney in any eviction action.

OPERATION OF A BUSINESS

151. **BUSINESS VENTURES.** Homeowners are not allowed to conduct any business from their home that would require customers coming to the residence.
152. **BABYSITTING AS BUSINESS.** This would include any type of day care services for compensation. If a resident baby-sits during the day for a relative and does not accept compensation, the resident should advise management. Such babysitting of non-residents will be permitted as long as there is no disruption to the peace and quiet of the neighborhood.

TRAPS, WILD ANIMALS, ETC.

153. **FOOD ON GROUND.** No pet food or any other food items should be left outside or caused to be thrown on the ground because this can attract wild animals and stray animals to your home. Wild animals can cause serious damage to your home or the home of a neighbor. A fine of

\$10.00 per incident will be assessed to any resident who violates this rule. Repeated violations may result in a Material Violation Notice.

154. TRAPS. From time to time, management will cause traps to be set in and about the community to capture wild animals, stray animals and animals running at large. This trapping is done by a company licensed by the Ohio Department of Natural Resources. All animals captured will be removed from the property.
155. DAMAGE TO TRAPS, RELEASE OF ANIMALS. Any person identified as releasing an animal from a trap, damaging a trap will be required to pay the service fee for the trapping company in addition to paying for any damage done to the trap.
156. BIRDS. Feeding birds is strongly discouraged. If you feed birds, it should be from a bird feeder. The area around the feeder must be kept clean with all excess grain removed so other animals are not attracted to the area. If complaints are received from neighbors, you will be required to stop feeding birds.

RULE IN VIOLATION OF LAW

157. If any provision of these Community Rules and Regulations is found to be invalid or unlawful, the remainder of the rules and regulations shall remain in full force and effect.

Notes:

[illegible]

IMPORTANT PHONE NUMBERS:

Emergency: 911
Columbus Police (non-emergency): 614-645-4545
Franklin County Sheriff: 614-525-3333
Fayette County Sheriff:
Licking County Sheriff: 740-670-5500
Pickaway County Sheriff:
Ross County Sheriff:

Greenlawn: 614-443-7421