

Rules and Regulations

These Rules and Regulations are adopted pursuant to **Ohio Revised Code Chapter 4781**. 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. Compliance with these Rules and Ohio law is a condition of residency. Management of your community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, religion, sex, handicap, familial status nor national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or in providing real estate brokerage services.

I. Lease and Copy of Rules

1. **LEASE.** This community recognizes that Ohio Revised Code 4781.40 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 written lease is not required. If 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.
 2. **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 or online.
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II. Residency Approval and Occupancy

3. **OCCUPANCY.** All Occupants aged eighteen (18) or older must submit an application and receive written approval prior to residing in the Community.
 - A. Any person who has stayed overnight in the Community at least 10 consecutive days or a cumulative total of 21 days in the past 365 days is considered an Occupant and must apply for approval.
 - B. Occupants under 18 must be registered with Management with their name and date of birth.
 - C. Any Occupant who reaches eighteen (18) years of age and remains in the home must apply for residency within 30 days of their 18th birthday.
 - D. No manufactured home shall accommodate or be occupied by more than two persons per bedroom including the Owner (Resident) and family or in accordance with local laws.
4. **APPLICATION.** Each applicant 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's 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, 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.
5. **OWNERSHIP.** Homes must be owner-occupied.
6. **SUBLEASING.** Subleasing, subletting, renting or rent-to-own is prohibited.
7. **TITLE.** A copy of the title showing ownership of each home must be presented to community management which will be placed in the resident's file. A \$100.00 title deposit may be charged and is refundable when a copy of the title is produced showing the home is titled in the new resident's name. In

the event of any change in ownership (See Section XII) of a home, Management must be provided with a copy of the new title.

8. ABSENCE FROM COMMUNITY.

- A. If a Resident is absent from the community for more than 30 days, the Resident must notify management in writing. Such absence shall not absolve Resident from rent or maintenance obligations of their home or lot.
- B. A residency shall terminate if the owner or owners of the home are no longer the principal occupants for a period of 30 consecutive days unless otherwise approved by management in writing.
- C. Any approved occupant or resident (other than a title holder) who is absent for more than 30 consecutive days without prior notice and approval from management will no longer be considered a resident. To regain resident status, the individual must submit a written request and may be required to complete a new application process.

9. FIFTY-FIVE AND OLDER COMMUNITIES. At least one resident must be fifty-five (55) years of age or older.

IV. Rent, Fees, and Financial Obligations

- 12. DUE DATE. Rent is due on the first (1st) day of each month using approved electronic payment methods.
- 13. LATE FEE. A Late Fee of \$50 will be assessed if Rent is not paid on or before the 5th calendar day.
- 14. NSF FEE. Returned or failed payments are subject to an additional fee of \$45. A Late Fee will also be added if the returned or failed payment occurs after the 5th of the month.
- 15. PAYMENT REFUSAL. Management reserves the right to refuse late or partial lot rent payments.
- 16. APPLICATION OF PAYMENT. Payments are applied first to outstanding fees and charges then to rent. Payments are applied to all outstanding balances in this order:
 - A. past due fines, fees, or charges,
 - B. past due rent,
 - C. current month's fines, fees or charges other than rent including but not limited to; trash, sewer, water, service invoices,
 - D. current month's rent.

If all charges (A-D above) of an account are not paid in full by the 5th, a Late Fee will be charged.

- 17. REIMBURSEMENT. In the event the Community becomes obligated or chooses to pay an expense incurred by the Resident, such expense shall be added to the Resident's account and will be due before or along with the next month's Rent. Management may impose a \$25 Processing Fee. Such expenses include but are not limited to utilities, maintenance, replacement fixtures, or contractors.
- 18. SECURITY DEPOSIT. A security deposit equal to one-month's rent must be paid prior to occupancy. The deposit will be returned within thirty (30) days of Management receiving a forwarding address from the Tenant following termination of the rental agreement, subject to the premises being left in good repair and condition, and all rents and expenses current.
- 19. HOME TAXES. Taxes for the home are the homeowner's responsibility to pay each year. Failure to keep taxes current may result in the termination of residency.

20. **INSURANCE.** Resident must carry adequate fire and extended personal liability coverage insurance on the home in the form of a homeowner or renter policy. The Community Owner must be listed as additional insured on the insurance certificate. Proof of insurance shall be provided by the Resident no later than June 1 of each year. Failure to provide such proof will result in the force-placement of a Renter's Insurance policy; the cost of which will be added to the next month's Rent.
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V. Home Exterior Appearance and Improvements

21. **EXTERIOR MODIFICATION REQUEST.** Any change, alteration, or modification, unless stated otherwise, to a lot or to the outside of a home must be approved in writing by management via an Exterior Modification Request ("EMR"). Management will not assume any financial responsibility for unauthorized or unapproved work or service. Any such unapproved work may be required to be removed at Resident's sole cost regardless of stage of completion. Management has established guidelines concerning quality, size, design, location and installation in making a decision. Up to thirty days are required to review any Exterior Modification Request.
22. **EXTERIOR APPEARANCE.** The exterior appearance of the manufactured home and adjacent structures such as storage sheds must be in good repair and neat and clean at all times; they must be free of rust, rotted or deteriorated wood, shingles, siding, etc. Interior window coverings are required. Window coverings must not be broken, warped, stained, or slanted. The use of sheets, blankets, towels, or other non-traditional window coverings is prohibited. All homes must have house numbers on the exterior at least 4" tall and clearly visible to the street. Hand or power washing must be done periodically. If such maintenance is not completed by the resident, management may contract for the service and bill the resident for such service which may be added to the lot rent.
23. **PATIOS, DRIVES.** The only items permitted on a patio are: grills, patio furniture, picnic tables, and potted plants; all in good condition. Bikes, toys, garbage cans, lawn and garden equipment, tools and other items must be stored in the shed. Painting of concrete is not permitted. Any damage beyond reasonable wear and tear to any driveway, sidewalk, curb, or other concrete, asphalt, gravel, or grass caused by a Resident or guest, including oil or grease stains, will be the financial responsibility of the Resident to repair.
24. **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. No items may be stored on top of or behind the shed or between the shed and home unless approved in writing by management and maintained in a clean and neat manner.
25. **STORAGE UNDER THE HOME.** Only tires, axles, and hitches may be stored beneath the manufactured home. Other combustible or hazardous materials are prohibited.
26. **SECURITY CAMERAS.** No outside cameras may be mounted on the outside of the home that would disturb the peaceful enjoyment of the community by its residents or would be invasive to the expectations of privacy that residents of the community can reasonably expect. No camera, other than a doorbell camera, shall be installed that directs the camera view into the home of another tenant. Cameras may be installed by Community Management in common areas only where the expectation of privacy is outweighed by the Community's security interests.
27. **LAUNDRY.** Clothes, sheets, blankets or other related items 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.

28. **FENCE.** No fences of any kind that enclose all or part of the premises, including the patio, are permitted. Any other decorative fencing must be approved by EMR prior to installation.
29. **DECKS/PORCHES/RAMPS/CARPORTS.** No decks, porches, steps, and/or ramps can be constructed without written approval after completion of an Exterior Modification Request. Such EMR must identify a licensed contractor who will be performing the work at least two weeks prior to any construction. If any building permits are required by local law, the Resident must obtain a permit as a separate action to EMR approval and provide a copy. Management does not assume any responsibility or liability for resident's failure of compliance, including cost. Any handicap access ramp requires a letter of need from a medical provider (See Rule 40). All decks must have railings and underpinned with approved covering such as lattice or skirting. No room additions are permitted. Carports may not have sides or backs enclosed.
30. **LATTICE.** Unless otherwise approved by EMR for a deck, only short pieces of lattice are permitted and may only be used for flowering vines or climbing roses. Written approval from an EMR is required for installation. Lattice that is not properly maintained will be required to be removed and Resident must receive approval for replacement.
31. **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. All skirting shall be vinyl interlocking in either white, cream, or gray unless otherwise approved in writing. Enchanted Acres must use split-brick skirting.
32. **DOWNSPOUTS/SHUTTERS/FACIA/GUTTERS/SIDING/SKIRTING CONDITION.** All downspouts, shutters, facia, gutters, siding, or skirting must be kept well maintained, clean, straight, and free of substantial weathering or holes. Any of these items that are blown off or damaged, regardless of cause, must be promptly repaired or replaced by the Resident with approved materials. Tape of any kind is not proper.
33. **ROOF CONDITION.** Roofs must be well-maintained; existing metal roofs may remain provided they are properly sealed, undamaged, and free of rust and discoloration. Tarps are allowed temporarily due to weather or similar damage. Repair of metal roofs must match in color; but when replaced, must use shingle or corrugated metal after approval of EMR.
34. **APPROVED EXTERIOR MATERIALS.** All homes must have vinyl siding, Hardie® Board siding, or other materials with written approval by Management. Residential shutters must be installed on the front door and street side of the home. Use of any other material requires written approval via EMR.
35. **INSTALLATION STANDARDS.** All newly set manufactured homes shall have foundation systems, including tiedowns and blocking, conforming to standards set forth by Ohio Department of Commerce and those other rules and regulations from any other governmental agency with jurisdiction over manufactured housing. Such installations must be inspected and certified with a seal acquired from a licensed state inspector. Hitches on all new homes and any home moved into the community must be removed.
36. **FIRES:** Any open, outside fires or burning of any type is strictly prohibited within the community unless in an approved fire pit or grill. Fire pits, including portable, commercially purchased units, must be approved by EMR. A fire pit or grill must be placed at least 10 feet from any structure while in use. Use must be supervised by the Resident at all times. All fires must be extinguished. Up to ½ cord of firewood may be kept at least six feet from the home and 6 inches above the ground in a freestanding frame.
37. **AIR CONDITIONERS.** Central air units, including mini-splits, are permitted when installed by a licensed person and approval of an EMR for placement and ducting if necessary. Ducts and pipes should run underneath the home or otherwise not be visible. No central air can be placed on the front door side or street (hitch) end of the home. Portable or other in-home units which vent out a duct and do not protrude beyond the exterior wall of the home may be used without an EMR. Window air units are not permitted.

38. **ANTENNA AND SATELLITE DISH.** Television reception antenna and direct broadcast satellite dish are permitted under Federal Communications Commission guidelines. Placement on a home should be at the backside of the home away from the street with all wiring concealed as much as possible and the minimum height necessary to receive an acceptable signal. No antenna or dish is allowed in a common area of the community. Residents are solely responsible for all costs associated with installation of an antenna or dish. Resident will reimburse and hold harmless the Community and Management for all damages caused by the installation, maintenance and use of any antenna or dish. No CB antennas or towers of any other kind are permitted.
39. **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. The use of any tradesperson, regardless of their qualifications, to perform work in a resident's home, is done so at their sole risk and responsibility.
40. **DISABILITY ACCOMMODATION.** Those seeking accommodation for a disability must notify community management of the need for accommodation to the exterior of the home along with their Exterior Modification Request. Management reserves the right to request written medical or psychological verification of the disability and the accommodation requested by a legitimate medical practitioner. Such requests will not be unreasonably withheld. Management further reserves the right to request that a resident's accommodation or service meet the standards of the community. Any accommodation must be promptly removed when the accommodation is no longer necessary.
41. **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.
42. **SCREENING.** Plastic film, tarps, or similar items cannot be used as a screen or insulation on a patio, screened porch or Florida room. Plastic film cannot be used on the outside of any window. Outdoor screens on a patio, deck, porch, etc. must be approved via EMR and be maintained.
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VI. Lot Maintenance, Modifications, Outside Play Equipment

43. **LAWNCARE.** Lawns must be regularly mowed and landscaped. Grass should be mowed frequently, not to exceed a height of 4". Lawn clippings may not remain on the sidewalk or streets and must be moved back into tenant's lawn or placed in lawn refuse bags. Any resident who fails to maintain their lawn will have their grass mowed at a rate of \$50 per hour with a minimum charge of one hour. Such charges must be paid with or before next month's Rent.
44. **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. Residents shall not drive rods, stakes or pipes or other objects into the ground in any area of the community. Resident is responsible to have all utility lines marked prior to any digging and provide proof to management. No digging may occur until utilities are properly marked. 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 by submitting an Exterior Modification Request. No artificial flowers in beds or around home are permitted. All other lawn or exterior home decorations must be neatly placed and well-maintained, free of sun or other damage. Excessive quantities of ornamental decorations may result in a request to be removed.
45. **NEW TREES.** No tree can be planted without completion and approval of an EMR. Trees with a typical mature height as described by the Arbor Day Foundation or similar organization over 15' may not be approved. Certain trees may not be permitted regardless of height. Artificial trees may not be permanently installed but are permitted for holiday displays.

46. TREE MAINTENANCE & REMOVAL

- A. Any landscaping, including trees, that has been secured to the lot becomes a fixture to the lot and shall not be removed except with Management's written permission. Residents are responsible for normal maintenance of all landscaping on their lot.
 - i. Major tree maintenance will be at the discretion of Community Management and will be communicated to affected residents in advance of the work being performed.
- B. Residents shall maintain the trees on the lot so as to not cause injury or damage to their home or that of their neighbor.
 - i. Removal of limbs overhanging a home, awning, shed, or work that requires specialized equipment must be completed by a licensed professional with written Management approval.
 - ii. Larger limbs (over 2" diameter), regardless of location, require Management approval prior to removal.
 - iii. Any other trimming may be done with Management's written permission.
- C. Larger fallen tree parts will be removed by Management or approved contractor when appropriate.
- D. Dead or diseased trees, or parts thereof, that are still standing and pose a danger to the community will be the responsibility of Management at its discretion.
- E. Residents agree to keep their lot free of fallen leaves, branches, and small (less than 2" diameter) limbs at their expense. Burning leaves is prohibited.
- F. Management may, at its discretion, spray trees to preserve them from disease; any other spraying will be done at the Resident's expense and must be approved.

47. **GARDENS.** Vegetable and flower gardens may be permitted upon written approval from an EMR. 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. Residents are responsible for returning the lot to its original condition upon termination of their tenancy at their expense.

48. **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.

49. **FOR SALE SIGNS.** One sign advertising a home for sale is permitted per lot. Such signs may be no larger than 24" by 24" and may only be placed between the sidewalk and home. All additional or non-conforming or improperly placed signs, including common areas, may be removed without notice by Management.

50. **OTHER YARD & POLITICAL SIGNS.** One sign, not to exceed 18"x24" by a contractor performing work on a home may be placed in the yard between the sidewalk and home. Such sign must be removed within 24

hours of the completion of the work. No more than a total of two signs not to exceed 18"x24" may be placed in a yard between the home and sidewalk no more than 45 days before a voting event. Such political or campaign signs must be removed within 3 days of the vote.

51. **FLAGS.** Flags may only be displayed by mounting them to a bracket affixed to the front of the manufactured home unless otherwise approved (e.g. flagpole) following the completion of an EMR.
 52. **HOLIDAY DECORATIONS.** Holiday decorations may be put up no more than 45 days before and must be removed from the home and stored within 30 days of the holiday. Use of string lights around a home or patio outside of holiday times requires approval of an EMR.
 53. **OUTSIDE PLAY/RECREATION EQUIPMENT.** No outside play equipment, basketball hoop, weightlifting 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.
 54. **TRAMPOLINES, POOLS, TREE HOUSES.** Trampolines of any size are not permitted. Children's pools are allowed as long as a permit is obtained from management. Child Wading Pool (no deposit Required)– Plastic or inflatable not more than 50 inches in width and 9 inches in depth. Larger Plastic or inflatable Pool (refundable deposit required-deposit returned at the end of season once pool is removed) – size not to exceed ten (10) feet in width and not more than 24 inches in depth. Pools larger than 24 inches in depth **will not be permitted** as applicable building, city, or zoning Code requires a building permit and the pool be enclosed by a fence or other permanent barrier which is not permitted in the Community. Pools must be monitored while in use. Any pool must be emptied each day and stored properly when not in use. Restoration of any lawn/grass damaged by pools will be charged to the Resident. No tree house, hunting stand, or similar item may be installed in any tree regardless of location.
 55. **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 complete an Exterior Modification Request and receive approval. Resident will be required to sign a swing set liability waiver.
 56. **PEST CONTROL.** Pest Control is the sole responsibility of the homeowner. The community manager reserves the right to exterminate the lot and exterior of any home as deemed necessary. Any fees incurred for said extermination shall be the sole responsibility of the Resident. Should the extermination of surrounding properties be required, the source Resident's house will incur all fees associated with the treatment of these properties.
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VII. Utility Services, Responsibilities and Maintenance

57. **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 is: (i) electric - at the electric meter; (ii) gas - at the gas tap; (iii) water - where the water line exits the ground; and (iv) sewer - 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.
58. **SEWER BACKUPS.** If a Resident causes any sewer line, before or after the Point of Connection, to become clogged or non-functional because of foreign matter, including but not limited to sludge, feminine products, rags or paper towels, disposable diapers, or cooking grease the Resident must pay for restoring the sewer line to service and the cost will be added to the following month's Rent.
59. **REPAIR CHARGES.** Repairing any underground utility lines or community equipment (e.g. water meter, freeze plate, thermalines) damaged by digging or planting on the premises or freezing from inadequate

insulation or water line maintenance 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.

60. **HEAT ROD/TAPE & WATER METER/REMOTE.** It is a resident's responsibility to make certain the heat rod and heat tape are 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.
61. **FROZEN LINES.** It is not the responsibility of community management to thaw water and/or sewer lines. **DO NOT RUN A STREAM OF WATER DURING COLD WEATHER. THIS CAN RESULT IN SEWER LINES FREEZING.** Open cabinet doors during extremely cold weather to allow room air to circulate around pipes.
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VIII. Community Property

62. **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.
63. **PROPERTY DAMAGE and FINANCIAL RESPONSIBILITY.** Each Resident is personally and financially responsible for any damage to Community Property or private property of other residents caused by any person or persons, guest or guests, invitee or invitees, pet or pets at the responsible homeowner's residence regardless of their status or knowledge thereof by Management. Damage to property owned by the Community 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 written permission of the management. Such other property includes, but is not limited to recreation equipment (playground, picnic tables, shelters, etc.), utility lines, open sewer or drain lines on vacant lots, control boxes, gates and fencing, or signs in the community.
64. **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.
65. **CONSTRUCTION AREA.** No Resident, occupant, child, or guest is permitted in any construction area or empty lot. Any presence will be treated as trespassing.
66. **MANAGEMENT RESPONSIBILITY.** Management is not responsible for any damage, injury, or any other claim, legal or otherwise, caused by one tenant, guest, pets, or property against another tenant, guest, pet, or property.
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IX. Conduct, Noise, and Community Standards

67. **STANDARD OF CONDUCT.** Each resident and their guests shall conduct themselves in a manner in which will not disturb the peaceful enjoyment of the community by neighbors or other community occupants. Such conduct includes but is not limited to:
- A. Each resident and guest shall conduct themselves in a manner of respect to the Community staff and its employees.
 - B. Harassment of or threatening words, gestures, or actions to other residents, their pets, or employees of the Community will not be tolerated.
 - C. Any offensive noise, (such as music, or vehicles) which disturbs the peace and enjoyment of the community residents, may result in a ban or restriction on the source of the disturbance, including

eviction of the resident or the issuance of a no trespassing order upon the guest(s).

- D. Residents shall personally refrain from and forbid any other person on the premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part of the community premises.
 - E. Excessive use of alcohol or drugs; use of abusive or hate speech; speeding, indecency, or disorderly conduct will not be tolerated anywhere in the community.
68. **PHYSICAL HARM.** Resident shall not cause or allow physical harm, injury or distress, or threaten the health and safety of any resident, guest, person, persons, or the community at large, including any community owner or volunteer, or employee, or contractor of Greenlawn.
69. **NOISE.** “Unreasonably loud” noise that can be heard after 10:00 PM or before 7:00 AM onto an adjacent property is prohibited. Repeated warnings will constitute a Material Violation.
70. **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.
71. **DISCHARGE OF GUNS AND OTHER WEAPONS.** The use or discharge of firearms, BB gun, pellet gun, fireworks, or any projectile such as rocks, 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.
72. **CHILDREN & GUESTS.** Each Resident is personally responsible for the conduct of any occupant, child, or guest, and will be liable for any 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 property of the community or another resident. Any violation of these Rules by an occupant, child, or guest of a Resident will be considered a violation by the Resident. Community Management is not responsible or liable for any damage or injury caused by a resident, their children, or their guests to the person or property of another resident of the community. Children under the age of eleven (11) shall not be anywhere in the community without adult supervision.
73. **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 through Labor Day.
74. **TRESPASSING.** No Resident, their guest(s), or children may willfully enter onto another resident’s property without their permission. Resident(s), their guest(s) or children shall use sidewalks and/or streets when traveling throughout the community.
75. **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. The placement of any publication or other matter on any mailbox or street sign in the community is strictly prohibited unless otherwise approved by Management in writing.
76. **NO BUSINESS ACTIVITY.** No business activity is permitted which brings customers, clients or shoppers to an address within the community. Yard or estate sales approved by management may be permitted. Childcare by a Resident for a relative who does not live in the community and who does not accept

payment is permitted so long as management is notified. Such activities will be allowed so long as there is no disruption to the community. Childcare for payment is not permitted.

X. Pets and Animals

77. 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 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. Prior to fostering a pet, the resident must have the fostering agency contact management to verify the specific breed is allowed in the community. Once verified, the fostering resident must complete a registration form with management and obey all rules and regulations set forth herein regarding pets.
78. TWO PETS. No more than two pets are permitted per home. New residents who own more than two (i.e. 3 dogs, 4 cats, or any combination over two) may be permitted to keep the additional pets for the remainder of their life only. Upon the extra pet's death(s), the Resident will **NOT** be allowed to procure another pet over a total of two.
79. 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, including pet sitting or fostering. 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.
80. SPAY/NEUTER. All dogs and cats must be spayed or neutered by 1 year of age and proof provided.
81. ASSISTED CARE ANIMALS. Animals required as assisted care animals for the health, welfare and safety of a resident, are permitted, but must be registered as described above and otherwise comply with these Rules. Any physical change, modification or alteration to a Resident's home required to accommodate the assisted care animal must be submitted as an Exterior Modification Request and approved prior to any such change. Management reserves the right to request medical or psychological verification of an asserted disability and the need for accommodation from a medical practitioner. Any such animal must still be maintained in a manner consistent with these rules.
82. AGGRESSIVE ANIMALS. Any Resident 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 aggressive behavior.
83. ANIMALS AT LARGE. Ohio Department of Health regulations require all pets must be kept inside the home or on a leash when outside. No pet may be left outside unattended, even when on a lead/leash. If a pet is left outside unattended, a notice with a \$50.00 fine will be given to the Resident in addition to any Material Violation Notice that may be issued.
84. CLEAN AFTER PET. All pet excrement must be removed promptly by the pet owner from the pet owner's lot. Pet owners must also remove all pet excrement immediately from 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 immediately after the animal. Failure to remove such waste in any location may result in a notice along with a \$50 fine. Repeated violations may be treated as a Material Violation Notice.

85. **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.
 86. **PET HOUSES, ETC.** No pet runs, houses, cages, boxes or containment areas for pets, wild animals, stray animals or animals running at large are permitted.
 87. **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.
 88. **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 or animals to your home. These animals can cause serious damage to your home or the home of a neighbor.
 89. **TRAPS.** A Resident may, at their expense, place a trap on their lot to capture a wild or stray animal with written permission. All animals captured must be removed from the Community. 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.
 90. **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 a Resident is identified as a pet owner, the owner will be charged a \$100 fee for each animal trapped or captured.
 91. **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.
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XI. Parking and Vehicles

92. **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.
93. **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.
94. **OPERATIVE VEHICLE.** Motor vehicles not in working condition, including but not limited to unlicensed, expired, 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.
95. **NO REPAIRS.** No repair of any motor vehicles within the community is permitted. No vehicle is permitted to be on any type of jack, raised platform or blocks except to promptly change a flat tire.
96. **TRUCKS, RV, TRAILERS, BOATS, ETC.** No semi’s, truck tractors, box trucks, trailers, commercial vehicles, trucks with more than 4 wheels (except dually pickups), ATV’s, 3-wheel motorized vehicles/bikes that do not require BMV registration, 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. Trucks and trailers for moving, construction, or maintenance are permitted while work is occurring.

97. **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 residents. A maximum of three (3) motorcycles, with management approval, may be parked on the driveway and must be registered with Community Management.
 98. **NO PARKING AREAS.** At no time can any vehicle, including motorcycles, be parked on grass, patio, on the curb, or blocking a sidewalk, driveway, or cluster mailbox.
 99. **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 these Rules may be towed without notice at the expense of the vehicle owner including any and all storage fees. A tow-away zone notice is posted within the community.
 100. **BOAT/RV PARKING, TENTS.** No boats or recreational vehicles are permitted to be stored anywhere on individual manufactured home lots. RV's, boats, motor homes and travel trailers may be parked on the street for a period not to exceed one (1) day for loading and unloading. No vehicle or boat of any kind may be used for sleeping or occupancy other than the manufactured home itself. Tent camping is not permitted.
 101. **FIRE HYDRANT.** No vehicles can be parked within 25 feet of any intersection or 10 feet of any fire hydrant.
 102. **OIL, GREASE LEAKS.** No vehicle is permitted in the community that leaks oil, grease, anti-freeze or other fluids solutions onto concrete, blacktop, gravel or any grass area. Any such vehicle must be removed from the community and any costs to clean concrete, blacktop, gravel or any grass area will be at the expense of the Resident or vehicle owner. In the event of a guest vehicle, the Resident is responsible.
 103. **PARKING OFF STREET.** When off-street parking is provided, only guest vehicles are allowed to park on the street unless other parking restrictions are in place. Residents may park on the street in front of the resident's home from 9:00am until 9:00pm unless otherwise posted. Otherwise, when provided, any and all residents must park in their individual off-street parking spaces.
 104. **PARKING DECAL.** All Resident vehicles must be registered with Management and display a parking decal. Overnight guests parking on the street should notify Management and may be issued a temporary parking permit to prevent a vehicle from being towed. Any vehicle without a parking permit or other approval is subject to tow.
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XII. Trash Pick-up

105. **BULK/RECYCLE/TRASH AT CURB.** Bulk/recycle/trash can be placed at the curb the night before and properly stored the evening of collection. All recycling and trash must be in approved containers with a tight-fitting lid. Plastic trash bags must not be placed on the curb for trash pick-up. If trash is spilled from a trash container, the resident must clean the area.
106. **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 shed.
107. **BULK TRASH PICK-UP.** Bulk trash such as appliances, furniture, and mattresses may require a special fee for pick-up and be scheduled by the resident calling the appropriate collection agency. Contact management for assistance if necessary. Bulk items should not be placed at the curb until the night before collection. The homeowner must pay any fees for bulk pick-up.
108. **HAZARDOUS ITEMS.** No hazardous items such as toilets, refrigerators, bathtubs, computer monitors,

chemicals (including gasoline or batteries), 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 manager or collection agency.

XIII. Sale or Removal of Manufactured Home

109. **RIGHT TO SELL.** Residents have the right to sell their home on their own or using a licensed broker or agent. Resident is required to provide management at least 30-days notice of any move along with a forwarding address. Resident must continue to pay rent while home is on the market regardless of occupancy.
 110. **PRIOR APPROVAL OF PURCHASER.** Resident is responsible for making sure any buyer is aware they must apply and receive approval for residency as a separate action for the home to remain in the community. Resident must provide management with a copy of a signed purchase agreement, contract, or letter of intent prior to buyer starting the application process. Management requires that any agreement be contingent upon the buyer obtaining approval for residency or acknowledgement that the home will be removed from the Community. No application for residency will be reviewed 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 become a Resident 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. Management reserves the right to refuse Rent from any buyer who purchases a home without approval as well as terminate the tenancy of any Resident who attempts to pay Rent on behalf of an unapproved person.
 111. **REQUIREMENTS PRIOR TO SALE.** Management has the right to inspect a manufactured home placed for sale or otherwise transferred. Either the Resident or 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. Homes that do not meet the community standards will be required to be removed from the community at the owner's expense.
 112. **MOVING HOMES FROM COMMUNITY.** Management must be notified at least 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 Department of Commerce. A member of management may need to be present to inspect the site. No move is permitted without the management notification. The homeowner must pay a \$750.00 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.
 113. **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.
 114. **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.
 115. **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.
 116. **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.
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XIV. Inspections, Violations, & Enforcement

117. **INSPECTIONS.** Resident agrees to inspections of the lot and exterior of home, which will be conducted by management. In accordance with Ohio Revised Code 4781.39, no Resident shall unreasonably deny access to staff for inspection purposes.
118. **STATE INSPECTION.** An inspection of the Community by an employee or agent of the Ohio Department of Commerce will be performed. In the event a Resident's home is identified to Management to be in violation or otherwise non-compliant with the standards of the inspector, the Resident will be notified and required to correct the problem and may be issued a Material Violation Notice. Any fine or penalty issued for a Resident's home or acts in the inspection will be required to be reimbursed by the Resident.
119. **ATTENTION REQUIRED.** A Material Violation Notice is a serious notice and requires immediate action on the part of a tenant. If such a notice is issued 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.
120. **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 7 days to correct the issue unless otherwise stated in the above Rules.
 - ii. Level 2 – If Resident fails to remedy a Level 1 warning, Resident will be fined \$50 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 \$100 and given seven (7) days to fix the issue.
 - iv. Level 4 – If Resident still does not comply with the rules, a fine of \$200 will be assessed and Resident will have seven (7) days to correct the situation.
 - v. Material Violation – A Resident whose violation continues after the seven days of a Level 4 Notice will be given a Material Violation Notice as described above and allowed thirty (30) days to correct the behavior. Failure to comply with the Notice may result in eviction.

XV. Eviction, Abandoned Homes

121. **EVICTON 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.
122. **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.

123. VIOLATIONS/TERMINATION OF LEASE. These Rules and Regulations are intended to protect rights, privileges, health, safety and welfare of all residents, Community staff, volunteers, contractors, and employees. Community Management reserves the right to terminate the lease or rental agreement of any resident who disregards or violates these Rules.
124. 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.
125. 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.
126. REINSTATEMENT FEE. A fee of \$350 will be charged to your account if an Eviction Complaint is filed with the court and the tenancy is reinstated.
127. RIGHT TO ATTORNEY. You have a right to be represented by an attorney in any eviction action.
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XVI. Amendments, General Information

128. 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.
129. NEWSLETTER. Management may issue 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 Community Rules and Regulations.
130. 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.
131. EFFECTIVE DATE. These rules, or any addendum or amendment thereto, become effective 30 days after personal delivery or mailing to each Resident. For new tenants moving into a community, the rules are in force immediately upon signing and moving into the community.
132. CONSENT TO ELECTRONIC DELIVERY. All residents shall provide a valid electronic mailing address and/or cellular telephone number capable of receiving text messages. Further, residents agree to receive and accept any messages from management identified in this document other than a Material Violation Notice, Second Material Violation Notice, or 3-Day Notice. All other notices, including, but not limited to, Notices to Remedy, Late Notices, Insufficient Funds Notices, or other notices of fines or fees, may be delivered only electronically or via text message at management's discretion. In the event a resident has not provided either an e-mail or cell phone number and a notice is required to be mailed or hand-delivered to the resident's home, an additional fee of \$5 will be charged to the resident's account.
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XVII. Personal Information, Record Keeping and Use

133. **TENANT FILE.** Ohio law 4503.062 requires that certain information be collected from each household. That information includes: (i) Names of the owner of home; (ii) Names of all inhabitants; (iii) Permanent and temporary address of all inhabitants; (iv) The make, model, and serial number for each home; (v) State issuing license; (vi) Arrival date of each home; (vii) Departure date of each home. It is the tenant's responsibility to inform management of telephone number and/or email changes for notification purposes.
134. **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 through an accredited credit reporting agency under a contractual arrangement with Greenlawn which will be identified to the applicant. The credit report will be transmitted to Greenlawn's Community Operations staff 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.

XVIII. Rule in Violation of Law

135. 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

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

IMPORTANT PHONE NUMBERS:

Emergency: 911	Greenlawn: 614-443-7421
Community Emergency: 614-725-1350	<u>Community Management</u>
<u>Police:</u>	Big Run Bluffs: 614-279-2206
Columbus Police (non-emergency): 614-645-4545	Buckeye Lake Estates: 740-822-0006
Obetz Police: 614-491-3211	Casal Court: 614-725-1289
<u>County Sheriff</u>	Enchanted Acres: 614-491-7742
Franklin: 614-525-3333	Foxlair Farms: 740-954-9258
Fayette: 740-335-6170	Parsons: 614-725-1277
Licking: 740-670-5500	Wagon Wheel: 740-954-9259
Pickaway: 740-474-2176	Washington Manor Estates: 740-954-9260
	Willowbrook Terrace: 740-954-9252