

SHALIMAR PROPERTIES LLC
dba SUNNY BROOK MEADOW
FRAZEYSBURG, OH 43822-0379
740-522-2255

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. 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.

Welcome! We hope your stay is a long and happy one! It is our sincerest desire to provide you with a comfortable and enjoyable place in which you can live. The following rules and regulations are necessary to have a neat, orderly and attractive community. It is essential that every member conducts himself in a manner that will aid in this cooperative effort.

Your lot is approximately 36' x 124' with city sewer and water, underground electric, concrete patio and, and private parking pad. Your home is carefully located 32' from the street, giving you a spacious yard around your home.

Included in your lot rental is:

Grass cutting

Trash removal

Property taxes

Your rights as a resident and your manufactured home park operator's rights are protected by sections 4781.01-4871.99 of the Ohio Revised Code, which regulate manufactured home rentals.

Any tenant receiving two violation notices within six months may be asked to vacate the premises per Ohio Law. These rules and regulations are intended to protect the rights and privileges, and the peace, health, safety and welfare of all tenants. Park management reserves the right to terminate the rental agreement of any tenant who disregards or violates these rules and regulations.

The Legislature of the state of Ohio and The Ohio Manufactured Homes Commission require that the operator of a manufactured home park adopt rules governing the operation and maintenance of the park. We have adopted the following rules:

RULES OF OPERATION

1. OCCUPANCY AND RENTAL

- a. All manufactured homes shall be owner-occupied by a person holding title to the home. No more than one family will be permitted per home.
- b. Any new tenant and/or occupant of a manufactured home located within the community who stays in the home for seven (consecutive or non-consecutive) days MUST be registered at the office and APPROVED AS A TENANT BEFORE MOVING INTO THE PARK. This will include a background check.
- c. Spaces are nontransferable. SUBLEASING is strictly prohibited. Renting of homes is prohibited.

- d. No manufactured home shall be occupied by more than two persons per bedroom including the owner (resident) and family in accordance with local laws.
- e. A resident who is absent from the premises for 30 or more consecutive days without first notifying community management, and who is in default of rent, will be considered to have abandoned the property and the residency expired. At its sole option, Management may dispose of the property and all remaining personal property as provided by law.

2. PAYMENT OF RENT AND OTHER CHARGES

- a. The agreed lot rent is payable monthly, in advance, on the FIFTEENTH DAY of each month. Rent received after the 18TH DAY of the month will incur a \$5 per day late fee. Your cancelled check will be your receipt. All checks are to be made out to Shalimar Properties LLC. RENT THAT IS NOT RECEIVED IN FULL, BY THE 14th DAY OF THE FOLLOWING MONTH IS AUTOMATIC GROUNDS FOR EVICTION.
- b. Any rent check returned to us for non-sufficient funds must be replaced with a money order. A \$35 returned check fee will also be applied.
- c. The lot is rented on a monthly basis and no refunds will be given if the home is moved before the end of the month.
- d. "Rent" means payment for the use of the manufactured home lot. It does not include any utilities; they are paid by you to the supplier.
- e. UTILITIES: Running water service is required at all times within your home in accordance with State and local laws. Management is responsible for providing water, sewer and electric to the point of connection of the mobile home. The resident is responsible for all maintenance from your home to the point of connection to the Park's main connector. In addition, resident is required to heat tape and insulate all exposed water lines, meter pits, and meters. Should there be a break due to the heat tape not functioning then the resident is responsible for the cost of replacement
- f. **TAXES & INSURANCE:** All residents are responsible for the taxes levied and charged to the home. Failure to keep taxes current will result in the termination of residency. A current copy of your homeowner's insurance must be provided to the Community Management showing the current insurance coverage for the home in the amount of \$25,000. The Resident is responsible for maintaining insurance for the home and its contents and should be prepared to produce a copy of the current insurance binder to Management upon request.

3. EXTERIOR / INTERIOR OF HOME

- a. All homes will have a minimum of a 5/12 pitched roof, an approved covered front porch, and approved skirting.
- b. Park management reserves the right to terminate a rental based on the age, deterioration, obsolescence, or appearance of the home.
- c. Community management reserves the right to maintain community standards that set forth the quality and condition of the exterior and interior of any manufactured home within the community. By signing these rules or waiving signature thereto, residents agree to reside within this community subject to the standards of the community. Management reserves the right to access each space whether or not tenant occupied, to conduct inspections or to maintain utilities.

- d. The resident agrees to inspections of the home site, 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.
- e. No alterations or additions shall be made to the exterior of the home or the home lot without first obtaining written consent from management. Additions, if any, must be professionally built and permitted as required by law.
- f. Tenants shall maintain the lot in a neat, orderly and well-groomed manner. Leaves must be raked and bagged. No sweeping into the streets. If the tenant fails to maintain their lot, the management reserves the right to have the necessary work done and bill the tenant in addition to the monthly lot rent.
- g. The exterior appearance of the home and adjacent structures must be neat and clean at all times. Hand or power washing and exterior upkeep of the home is essential and must be done periodically. No tenant shall fail to maintain in good repair all accessories and equipment in possession of the tenant. Broken/rusted steps, storage buildings, wood rot, peeling and/or oxidized paint, cracked or missing windows, etc. will NOT be tolerated.
- h. House Numbers: All homes must have house numbers on the exterior. Minimum 4" tall.
- i. Sheds: Standard yard and patio furniture, and an approved storage building are the only items permitted outside the manufactured home. Lawn mowers, garden tools, lawn equipment, toys, and auto parts must be stored in an approved shed. Each lot is permitted one shed and it cannot exceed the height of the home and/or 120 square feet. Each shed must be greater than 5' from a neighboring home. Management is not responsible for any losses or damage to tenant's shed or stored items.
- j. No tenants may drive rods, stakes, pipes, or other objects into the ground, or dig in any area without first obtaining written approval from management and 811 DIG. If any damage is caused to any underground installation by the tenant's act which has not been approved, such damage shall be repaired at the tenant's expense.
- k. No person shall move, alter or in any way damage park trees, shrubs or plants. All outdoor landscaping improvements and planting made by tenants become a part of the real property upon termination of tenancy and may not be removed without written consent from management.
- l. Every tenant must keep his home lot clean and free of rubbish at all times. No garbage or trash cans or bagged trash is permitted outdoors except the day trash is picked up.
- m. No alterations to the skirting are allowed without prior approval of management. All skirting must be maintained.
- n. Nothing is to be stored under the home except the home's wheels, axles and/or hitches, especially combustible materials.
- o. If permission is first obtained from management, the tenant may trim the trees on his lot. The trees must be trimmed in such a way as not to be harmful to the life of the tree. Trimmings are to be disposed of. Tenants are responsible for disposing of leaves from trees located on their lot. Management will not spray trees except as necessary to preserve them from disease. Tenants electing to spray trees on their lot will do so at their own expense, and in such manner as not to cause distress to their neighbors.
- p. No fence of any permanent nature shall be constructed on any site.
- q. Patios and driveways must be kept free of gasoline and oil stains. When damage to asphalt or concrete is caused by leaks of gasoline or oil, tenant must remove the stains.
- r. Children's pools, toys, and bikes are allowed, but they may not be left out overnight.
- s. All holiday/seasonal decorations must be removed within 30 days of the given holiday/season (this includes, but is not limited to, Christmas lights, tree decorations, yard decorations, etc)

- t. Trampolines are strictly prohibited
- u. Security cameras are allowed only if they are installed in a manner that protects the owners home, and does not infringe on the privacy of others.
- v. Firepits and direct burning on a lot or the use of any unit for burning, whether retail or personally-produced, is a violation of the rules of the Community and will subject a resident to material violations being assessed against that resident. This rule is a safety measure and strict enforcement will apply.
- w. When not in use, hoses must be rolled and properly stored in your storage building or upon a hose rack. Do not leave water running in extreme cold weather; it will freeze your sewer line.
- x. Repair cost will be charged to any tenant causing sewer lateral blockage. Foreign matter such as paper towels, feminine hygiene products, grease, rags, etc shall not be placed in any drain.
- y. Clotheslines must be of the portable umbrella type only. They are to be stored when not in use.
- z. All outside antenna installations must first be approved by management. No CB antennas or Ham radios are permitted.
- aa. Air Conditioners: The location of all window mounted or central air conditioners must be approved by management prior to installation. Units must be self-supporting.
- bb. Satellite Dishes: Must be mounted on the home and must be inconspicuous in location.
- cc. Window Treatments: Only standard shades, blinds, curtains, or other normal window treatments are permitted. Insulation, towels, sheets, flags and blankets are not permitted.

4. **CONDUCT**

- a. Tenants shall conduct themselves and require other persons on the premises with their consent to conduct themselves in a manner which will not disturb the peaceful enjoyment of the park by their neighbors and other occupants of the park. A police report shall constitute a material violation.
- b. The use of abusive or vile language, indecency or disorderly conduct will not be tolerated anywhere in the park.
- c. This park is a quiet zone and you must be considerate of your neighbors at all times. Disturbing noises, drunkenness, rowdiness, disorderly conduct, loud talking, loud stereo/TV playing will not be tolerated.
- d. No bows and arrows, BB guns, slingshots, or other projectiles are to be used in the park. Firearms, fireworks, and/or explosives may not be discharged in the park.
- e. The use of drones within the Community is prohibited.
- f. Residents are expected to conduct themselves in a manner that does not violate the law or rules of the public health council, the Ohio Manufactured Home Commission or local regulations. Persons convicted of a felony after their residency has commenced may have their residency terminated should that felony be of a violent nature or an aggression against minors.
- g. A criminal felony conviction may affect the approval process for residency. If a person applies for residency but has a criminal felony conviction from the following offenses that occurred less than 10 years ago, you will be asked about the nature of that conviction as well as the date of the conviction:
 - a. Sex Offender
 - b. Drug possession and drug trafficking

- c. Theft
- d. Armed Robbery
- e. Burglary
- f. Rape
- g. Kidnapping
- h. Any other criminal conduct that would affect the safety or welfare of others

5. **RESPONSIBILITY**

- a. The management is not responsible for loss due to neglect, fire, theft, or accident. The park is private property and tenants, guests, visitors, servicemen, firms, and people enter the park at their own risk. The management and owners assume no responsibility for damages of any kind to anyone, to their property, or to their person. Tenants must carry liability insurance to protect others. Tenants are responsible for the conduct of their guests. Damages and/or breaches of the peace by park guests shall not be permitted.
- b. Each resident is personally responsible for the conduct of any children and guests, 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. Community Management is not responsible or liable for any damage or injury caused by a resident, his children, or his guests to the person or property of another resident of the community. Children who are not supervised or controlled and who cause a disturbance of the peaceful enjoyment of the community will result in the supervising Resident's receipt of a material violation notice and given thirty (30) days to correct the behavior, situation or circumstances resulting in the disturbance of the peaceful enjoyment of the community. Two material rule violations may result in the termination of the residency of the parent(s) and or guardian.

Please be aware that children under the age of eleven (11) shall not be in the streets without adult supervision.

6. **AUTOMOBILE CONTROL**

- a. All roadways within the park are private and not public thoroughfares. Therefore, park traffic rules must be observed. Park management reserves the right to restrict certain vehicular traffic.
- b. Speed limit within the park is 10 m.p.h.
- c. Motorcycles, motorbikes, mopeds, carts, etc are not to be used for pleasure driving or amusement on park streets or parking areas, and shall not be stored on the home patio or lot; they must be parked in sheds or the parking pad if it is used daily. No snowmobiles, ATV's, etc to be run in the park. Golf carts are permitted. Gasoline golf carts must have mufflers and maintain a low noise level.
- d. All motor vehicles must have current year tags and license plates and be in operable condition. No disabled automobiles or other vehicles in such a deteriorated physical condition as to constitute an eyesore or nuisance shall be permitted in the park.
- e. No vehicle repairs, other than of an emergency type, are permitted in the park. Care must be taken to see that no oil or gasoline leaks onto the street or parking area.
- f. Two vehicles maximum can be parked in your parking pad only. No vehicles are to be parked in the yard or driven in the yard. If you do damage to your yard, it is your responsibility to repair/reseed it.

- g. Ohio Department of Health Laws, section 3701-27-26 states: No boats or recreational vehicles shall be stored on the individual manufactured home lots. No trucks or trailers shall be parked on any manufactured home lot.
- h. No trucks or vehicles over 1 ton capacity are allowed on the property other than for delivery purposes.

7. PARK EQUIPMENT

No tenant shall tamper with park equipment, utilities, or other connections.

8. LAW

No violation of any law or ordinance of the township, county, village or state will be tolerated. Conduct which would place the management or owners of these premises in violation of any law or ordinance is strictly prohibited. Any police report written due to the action or conduct of any resident or guests of residents will be treated as material rules violation and may be used as grounds for eviction from the community.

9. COMMERCIAL BUSINESS

Commercial business shall not be conducted on the premises by any tenant. The park, home, or home lot shall not be utilized as a business address of any tenant or occupants of the park. This community is strictly a residential area.

10. SOLICITING

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

11. PETS

Two (2) pets per household are permitted, with each pet not to exceed twenty (45) pounds. No vicious dogs or dogs known to be vicious will be permitted as that is defined by Ohio law. No exotic animals may be kept in the community, including snakes, etc. No farm animals may be kept in the community including chickens, goats, etc. No dangerous animal or animal which presents a health or safety risk to the community and/or its residents will be permitted. Unruly animals of any size, which disrupt the community or any area thereof, will be removed by resident upon request by Management.

- a. The pet owner will see to it that residues are confined to the Resident's own lot and not left elsewhere within the community. All residue and/or damage from animals shall be removed and repaired by the resident.
- b. All pets must be licensed according to the law and must be current with all inoculations.
- c. No dog runs are permitted, nor dog houses or fences in areas to contain any animal.
- d. The resident is responsible for all damages to the premises and those of others, whether it is a pet or an assistance animal. You are responsible for controlling the behavior of all pets and assistance animals.
- e. Ohio law requires that all dogs remain on leashes when walking the park under supervision. Loose dogs or those that encroach upon another lot within the Park is against the law and will result in a Material Rule Violation Notice. A short leash is required to prevent your dog from encroaching on neighboring lot.

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

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

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

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

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

"Has the dog ever seriously injured or killed a person? If yes, describe the incident(s) in which the behavior occurred." From Ohio Revise Code 955.11.

The ADA and the Rehabilitation Act of 1974 are recognized laws in the Community.

12. GARBAGE AND TRASH REMOVAL

Tenants must furnish their own garbage cans of sufficient size to accommodate their needs. All garbage containers must be kept in the tenant's shed. No person shall dump trash, old furniture, appliances, vehicles, or any other unwanted object on park property. ONLY trash that is in bags or receptacles will be taken by the trash company. Tenants must make their own arrangements to dispose of appliances, furniture, or other large objects.

13. SIGNS and FLAGS

- a. No signs of any kind, except those designating your name and lot number are permitted. A sign displaying your lot number is required.
- b. Political signs provided by the candidate are allowed during election seasons. Political signs must be removed after the election. No political message signs.
- c. Permitted flags are the American flag, State Flag, Service Flags including POW/MIA, and sports team flags.

14. RELOCATION

- a. Management expressly reserves the right to relocate any manufactured home within the park, at any time.
- b. Tenant must give written notice to park management of their intention to sell their home at least ten days prior to placing the home on the market. ALL PROSPECTIVE BUYERS WHO WISH TO REMAIN IN THE PARK MUST BE APPROVED AS A TENANT AND SIGN PARK RULES AND LEASE.

15. TITLE and INSURANCE:

Community Management requires that a copy of the title to the home on file with management. A copy of the owner's homeowner insurance must also be on file with management.

16. VIOLATIONS/NOTICE OF MATERIAL VIOLATION:

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

17. INSTALLATION AND REMOVAL OF A MANUFACTURED HOME

- a. Manufactured homes entering the community must be installed on the lot by any person licensed by the Ohio Manufactured Homes Commission. Management must be notified of the time of move, which should be between the hours of 8:00 a.m. and 5:00 p.m., Monday - Friday so Community Management may have an inspector present. Skirting must be installed within 30 days.

- b. Installation of all manufactured homes must be inspected by an inspector licensed by the Ohio Manufactured Homes Commission. A "Final seal" occupancy permit must be affixed to the home, indicating that it has been approved to live in this home. The resident is required to obtain all necessary permits.
- c. Only transporters of manufactured homes, properly authorized by the Ohio Department of Transportation and/or the Public Utilities Commission of Ohio, are permitted to move homes into or out of the community. The times such transporters are scheduled to be in the community must be reported to Management. Any damage to the lot is the responsibility of the homeowner.
- d. Over time, the foundation of a manufactured home may settle, requiring that the home's foundation be re-leveled. Please be aware that if your manufactured home requires re-leveling it is at the cost of the homeowner to perform this work. Be aware that all foundation requirements of the State of Ohio must be met.

18. RESPONSIBILITY FOR INJURY

- a. The use of firearms, fireworks, or any projectile-shooting device of any description is expressly and strictly forbidden in the community. Any injury to property or persons resulting from any violation of this rule is the responsibility of the resident, and Management expressly disavows any liability for the same. There shall be no open display of firearms inside the Community.
- b. Any injury caused by a resident to another or the property of another will be the responsibility of the resident causing the injury or damage and such resident will reimburse the community for any loss resulting from such incident of damage or injury. Please be advised that this could be a terminable offense, ending your lease within the Community under Ohio law.
- c. FIRES: Any open outside fires or burning of any type is strictly prohibited within the community. This includes, but is not limited to, bon-fires, campfires, or burning wood or any other combustible material. Contained commercial firepits have to be approved by management prior to use and must be supervised at all times. You, as the user of your firepit, are liable for any damage or injury whatsoever that results from or is caused by the use of your firepit.
- d. LOSS: The management is not responsible for loss due to neglect, fire, theft, or accident. The community is private property. Residents, guests, visitors, service men, firms, and people enter the community at their own risk. The management assumes no responsibility for damages of any kind to anyone or to their property or their person.

19. AMENDMENTS

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

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

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

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

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

