

Lease Terms:

1. Payment of the monthly lease is due by the first day of the month.
2. Payment may be in the form of cashier's check, money order, or personal check. A fee of \$35.00 will be charged to the lessee for each check that is returned for insufficient funds.
3. The payment is considered late if it is received after the first day of the current month. A 10% late fee will be added to the *balance due* on the 6th day of the month.
4. The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full.
5. Each contract held by tenants / residents incur their respective late fees.
6. Fees will be assessed for material violations not corrected. \$25 for 2nd notice and \$50 for Final Notice

General Rules and Regulations:

1. Although management is responsible for maintaining the common areas, the tenant is responsible for the landscaping maintenance of their respective space.
2. Grass areas shall be kept trimmed and edged. This includes the areas behind, besides, and under homes and against perimeter fences. Residents who do not maintain their spaces will face disciplinary action that may include fines.
3. Management must approve any changes or alteration of the space and/or landscaping. The tenant is responsible for maintaining any changes to the landscaping.
4. All plants, trees or other planted or otherwise permanent fixtures placed at a space by a lesser become property of the park in the event the lessee moves.
5. The tenant understands that management is not responsible for any damage to the property or homes of a tenant as a result of an act of nature.
6. Management reserves the right to access each space whether or not tenant occupied, management also reserves the right to enter into your dwelling unit, with ample notice to conduct inspections or to maintain utilities that are vital to the operation of any utilities.
7. No one is allowed to reside in any out-building at any time
8. Discharging firearms or projectile launching devices of any type including but not limited to, rim fire, center-fire, black-powder, soft-air, B-B guns, blow-guns, bow & arrows, or cross- bows is prohibited in or on any part of New Dover Estates.
9. All structures and/or additions to either the mobile home or the space must be pre- approved by management prior to their installation. Management reserves the right to demand the repair and maintenance of any structure and/or addition if management feels that there is an unsafe and/or unsightly condition.
10. Storage units **must be approved** by management and shall remain the property of resident. Management is not responsible for any losses or damage to tenant's shed or stored items. Shed doors to remain closed when not in use.
 - i. Shed placement shall be determined by management and follow setback requirements.
 - ii. 10 x 12 is accepted size; all other sizes need management approval.
 - iii. Sheds will be earth tone in color
 - iv. All sheds must utilize finished materials.
11. All homes require skirting; skirting must be in good repair and properly affixed. Failure to comply may result in fines or cost to repair/replace. Skirting styles must be approved by management.
 - i. Yards, patios and porches are not acceptable storage locations.
 - ii. Large patios and porches require skirting.
 - iii. Tongues must be skirted or removed.
12. Each window must have blinds, curtains, or coverings designed for window coverings. These coverings must be in good repair, without visual signs of damage. Alternative coverings such as blankets, sheets, and the like are not permissible.
13. Fences are not allowed without management approval. All existing fences will be grandfathered.

14. Inoperative vehicles, boats, unattached trailers, or commercial vehicles are not permitted on the streets or in or around tenant's spaces.
15. State law prohibits the storage of old furniture, lumber, refuse, salvaged materials, automotive parts, and other materials in or around your spaces.
 - i. The dismantling of any motor vehicle in the park is prohibited.
16. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible.
 - i. No more than two vehicles are permitted per space without management approval.
 - ii. Other vehicle parking requires management approval.
 - iii. Tenants shall not park their vehicles in vacant or otherwise unused spaces of other residents.
 - iv. Parking on grass area is forbidden and requires immediate removal.
17. Only operative personal vehicles *licensed for the highway* are permitted within the park. The speed limit shall not exceed what is safe and prudent for the conditions.
 - i. Off- road vehicles shall not be driven within the community.
18. All residents (with or without pets) must annually register through Pet Screening; Pets approved by management.
 - i. Pets must be kept inside the home or on a leash secured by owner
 - ii. Pets are not permitted outside for more than 30 minutes at a time unattended by owner.
 - iii. No more than 2 pets per household will be allowed. Maximum weight of 35lbs.
 - iv. No vicious dogs or dogs known to be vicious will be permitted.
 - v. No dangerous animals or animals which present a health or safety risk to the community and/or its residents will be permitted.
 - vi. Unruly animals of any size, which disrupt the community or any area thereof, will be removed by resident upon request by Management.
 - vii. All households with pets will be assessed a \$10 per month pet fee.
 - viii. **Beehives are not considered pets and are not allowed in the community**
19. Tenants are responsible for their pets at all times. Pets are not permitted to be unattended in the park and/or create any nuisance.
20. Tenants are responsible for the activities of their children and their guests while they are in the park. An adult must always supervise young children. Children are not permitted to play in the street, parking areas, or neighbor's yards without permission.
21. Children's toys are not to be left in the communal areas when not in use.
22. Disturbing noise, with an exception to necessary noise caused by repairs and or maintenance commissioned by or for the park management, is not permitted in the park at any time. Quiet time begins at 10:00 pm.
23. No signs are permitted except with the permission of management. For Sale signs on homes as approved by management.
24. Commercial activities by residents and/or their guest are not permitted within the park.
25. All federal, state, local laws, regulations, and ordinances shall be obeyed by residents and guests.
26. No Semi Trucks, Tractor Trailers or Straight Trucks over two (2) tons are permitted in the community at any time without written permission from the community management. Commercial Drivers and their Companies will be held responsible for all damage caused by their vehicles.
27. Violations of any of the above rules and regulations may result in the termination of the lease and the eviction of the tenants.
28. No swimming pools over one foot deep are allowed in the community.
 - i. Swimming pools one foot deep and lower must only be used under adult supervision
 - ii. Must be emptied and stored daily.
 - iii. No swimming pool shall be left unattended at any time.
29. Before listing a private home for sale, residents must notify management 14 days in advance per Ohio State Law.
30. Potential residents looking to make a private purchase of an existing home in the community must be approved before finalizing home sale.
31. The playground and swing areas are to be used at your own risk and used in the intended manner.
32. Trampolines, of any size, are not allowed in the community.
33. **UTILITY LINE MAINTENANCE:** Management is responsible for providing water, sewer and electric up 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, residents are 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.
34. Aerial fireworks are not allowed on New Dover Estates property. Non-aerial fireworks may be set off on July 4th and December 31st ONLY. Must be 30 feet from homes and set off on a hard, non-combustible surface.

Tenant Site Lease Protections:

1. The term of Rental Agreement shall be for one year, commencing on the date of original Rental Agreement, and continuing for twelve months, unless sooner terminated as provided in the Rental Agreement or pursuant to the Community Rules as applicable, and renewable at the option of Tenant unless good cause exists for nonrenewal.
2. Tenant shall have a five (5) day grace period after the due date for the payment of the site lease rent.
3. Tenant shall have the right to cure defaults for nonpayment of the site lease rent.
4. Landlord shall provide Tenant a minimum of 30 days written notice prior to any increase in the site lease rent.
5. Landlord agrees to provide Tenant no less than 60 days written notice prior to any planned sale or closure of the Community.
6. If Tenant is evicted from the Community, Tenant shall have the right to sell their manufactured home in place within 45 days after the eviction.
7. Tenant may post "for sale" signs on their manufactured home, of such size and at such locations as may be reasonably required by Landlord. Tenant may sell their manufactured home without having to first relocate it out of the Community.
8. Tenant may sublease their manufactured home or assign the Rental Agreement to a buyer of the manufactured home, provided the buyer or sublessee meets the Landlord's minimum rules, regulations, and credit quality.
9. Except as specifically modified by this Addendum, Tenant and Landlord expressly agreed that all of the terms, conditions, and provisions in the Rental Agreement and Community Rules shall remain in full force and effect.

Management reserves the right to add to or alter these rules and regulations as circumstances require and as necessary for the safety and care of the community and for securing the comfort, peace, and quiet convenience of all residents. The tenants and residents will observe and comply with all such rules as the management may prescribe on written notice to residents. The failure by management to enforce any rule or regulation of the park or the failure to insist in any instance on strict performance of any requirement herein shall not be construed as a waiver of these rules and regulations. 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. These rules will be enforced by management to insure the health, safety, welfare, comfort, peace, and quiet convenience of each resident in the park. Any resident who violates these rules and regulations may have their lease cancelled and be evicted from the park. Tenant acknowledges having read and understands all the stated rules and regulations and hereby agrees to comply with each and is in full agreement with these guidelines being an integral part of the Security Deposit Agreement, and Lease between the tenant and management. Tenant acknowledges receipt of a copy of these community Rules and Regulations for tenant's personal records. Tenant acknowledges that violations, breach or default of these guidelines, whether singular or several, will be grounds for termination of the tenant's lease and will result in eviction from the park upon three days' notice of such violation, breach, or default given by management.

NOTICE: COLLECTION PROCESS

- Rent Due: 1st of the month
- Considered Late: 2nd of the month
- Late Fees Assessed: 6th of the month (or as defined in contract)
- 3-Day Notices: 7th-12th of the month
- File for Eviction: 15th-30th (\$225 admin fee + \$25 each additional person)
- Court Date: 10-14 days from filing (\$300 reinstatement fee)

NOTE: Payments must be in full to cancel 3-day notice. Partial payments will be followed with an additional 3-day for the remainder of balance due. Once account is filed, all payments received will be for past due balances only and must be paid in full by money order.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING

Executed by all concerned parties this ____ day of _____

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

Signature

Date

Signature

Date

Management –

Date