

SANTA CLARA
14980 Sprucevale Road
Calcutta, Ohio 43920
(330) 385-6691

COMMUNITY RULES & REGULATIONS

(Revised November 16, 2017)

PREFACE: Management of the 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. The rights as a resident, and the manufactured community operator's rights, are protected by sections 4781.01-4781.99 of the Ohio Revised Code, which regulates manufactured home communities.

Welcome to Santa Clara. It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

I. OCCUPANCY AND RENTAL

1. **OWNERSHIP:** At least one member of majority age must be the titleholder of the home as the owner. The owner or owners of the manufactured home must be the resident and must occupy the manufactured home during the full term of the residency. (Residency shall terminate if the owner does not occupy the manufactured home – see #2 below). Persons other than owner(s) of the home who may be occupants include the owner's immediate family. Residency shall terminate if the home owner or his/her immediate family does not occupy the manufactured home, unless prior written authorization has been obtained from management. ***Rights to occupy are not transferable.***
 - i. All adults occupying the home must sign the community application and restrictions. Failure to do so will be considered a violation of these rules
 - ii. No resident may sublease their site or their home, take in boarders or permit any person other than those listed on the community application and restrictions without express written permission of the Management.

2. **UTILITIES:** Residents must make their own application to the electric, gas, Water, Sewer, telephone and cable companies for service and shall pay all bills rendered by said companies.
3. **APPROVAL:** All occupants of a home shall be approved prior to commencing occupancy. An application fee of **\$25.00 per person shall be charged to residents** moving into the community to cover the cost of credit and background checks. Should the applicant purchase a new home, the application fee shall be applied to the purchase price. State law requires that all occupants of the home be registered with community management.
 - i. Application standards of the community prohibit the residency approval of persons convicted of **criminal felony and this extends to persons who occupy the home** of an approved resident. 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.
 - ii. **GUESTS:** Occupants who stay in a home for either seven (7) consecutive nights or for seven (7) nights within a one month period must be registered with the Community as an occupant and must undergo the application process to be approved for occupancy. Occupants are not the leaseholders yet are still subject to compliance with the Community's Rules for Residency.
4. **TITLE:** Community management requires that a copy of the title to the home be on file with management. 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. Failure to present a copy of the title may be grounds for the termination of residency.
5. **LIMITATIONS:** 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.
6. **DEATH OF A RESIDENT:** If there is only one owner of the home and that person dies, a remaining spouse shall have the option of continuing residency in the community.
7. **ABSENCE FROM COMMUNITY:**
 - i. 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 management,

at its sole option, may dispose of the property and all remaining personal property as provided by law.

- ii. A resident who is absent from the premises for thirty or more consecutive days and who is not in default of rent remains responsible for any and all maintenance of the leased premises as if the resident were present and in residence. Failure to maintain the leased premises will result in the termination of residency.
8. **DISABILITY:** Those persons seeking an accommodation for a disability must notify community management of the need for an accommodation and explain the accommodation needed. Management reserves the right to request medical or psychological verification of the disability and the accommodation requested by a medical practitioner. All physical changes, modifications or alterations to the community must first be submitted to Community Management for approval, which will not be unreasonable withheld. Management further reserves the right to request that a resident's accommodating facility or service meet the standards for occupancy of the community.
 9. **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 homeowners insurance must be provided to the Community Management showing the current insurance coverage for the home. 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.

II. **FEE PAYMENTS**

1. **RENT:** Payment of the monthly lease is due by the first day of the month. Payment may be in the form of cashier's check, money order, or personal check. A fee of \$25.00 will be charged to the lessee for each check that is returned for insufficient funds. The payment is considered late if it is received after the *FIFTH* day of the current month. A \$20.00 charge will be added to the balance due after the 5th of the month. 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. *Moneys received will first be applied to miscellaneous and late charges.*
 - i. Rents are subject to change upon notification. Residents will be notified at minimum 30 days before increases become effective.
 - ii. Lot rent includes garbage pickup and snow removal services on the roadway only. Residents are responsible for their own driveways and sidewalks.
 - iii. If a home becomes part of an estate to be probated, the community owner shall not be denied the right of having the home removed from the community. If the community owner allows the home to remain in the

community, then the community owner shall be paid the full amount of the monthly lot rental fee plus payment for all services rendered in proper maintenance of the home site and general maintenance of the home, at the time all payments are due. By acknowledgment of receipt of these rules by signature or waiver, the resident agrees to create for Management a priority claim on any estate of the resident.

2. **SECURITY DEPOSIT:** A security deposit will be required prior to occupancy, unless mutually agreed otherwise. The deposit will be returned upon termination of rental agreement, subject to the premises being left in good repair and condition, and all rents and expenses are current.
3. **LAWN CARE SERVICES:** Residents are required to keep their grass cut and trimmed. If for any reason, the resident is unable or unwilling to do so, Management will undertake to do so. The charges will be added to the rental invoice and are as follows:

Mowing & Trimming - \$40.00
Trimming Only - \$20.00

4. **PAPERWORK NON-COMPLIANCE FEE:** Per Ohio Law, operators of Manufactured Home Communities are required to keep certain pertinent information on all homes/inhabitants that reside in the community. Santa Clara will provide a Resident Information Form to obtain the needed information. In addition, the resident must also provide an updated copy of the home title. The staff of Santa Clara will assist any resident in obtaining a duplicate title from Columbiana County if the original title is lost. Failure to comply with the request for information will incur a fee of \$5.00 per month. After a year of non-compliance, the fee will increase to \$10.00 per month.
5. **SEWER/WATER ASSESSMENTS:** The procedure of the County Sewer & Water Department is to assess the real estate taxes of the Community for any delinquent sewer and water bills resulting from non-payment of resident accounts. The results of this policy is an extremely complicated and difficult accounting process. Therefore, to discourage this from happening, there will be a \$50.00 penalty for any resident that has a delinquent sewer or water bill as of August 31st of each year which results in the assessment of real estate taxes of the Community.

These fees can be amended from time to time. Special circumstances may result in additional fees.

III. RESIDENCY RULES

Every resident must keep their site and home in a clean, neat and well-maintained condition. This pertains to the condition of the home itself as well as to the skirting, awnings, sheds, and any other structures added to the site or home.

1. **LAWN CARE:** Residents shall maintain his/her lawn and yard in a well-groomed manner. The premises shall not be used for storage except for patio furniture or barbecue equipment kept in good condition. If deemed needed, Community Management may, but is not required to, perform all work such as mowing, clipping, leaf-removal, and other services necessary to upgrade or maintain the yard. Residents will be billed at the current rates for material and labor. Grass shall not exceed 4”.
2. **ADDITIONS:** Before any construction of any type is permitted on the lot, or added to the home, the resident must obtain written permission from management before they proceed. No additional cabanas, awnings, carports, storage sheds, steps, Florida rooms, screened in porches or appurtenances shall be erected or placed on the home site without prior approval of the community management.
 - i. **SHEDS:** Approved storage sheds are required within 90 days of moving in, weather permitting. No metal or aluminum sheds are permitted. There shall be one storage shed per site. The sheds may vary in size according to lot size if distance requirements are to be met. The type of storage building and placement must be approved by Management prior to erection on the site and must comply with Board of Health requirements. It is highly recommended that outdoor treated lumber be used for wooden sheds, chip board or particle board should be avoided. Any storage building or any adjacent structures must be installed in a professional manner and be straight and level.
 - ii. **SKIRTING:** The skirting on the home is to be of the finest quality commercial skirting (no homemade skirting) and it must be installed properly. Skirting must be completed within 30 days after home installation and the home is to remain completely skirted at all times. However, due to high winds, portions of the skirting may become unclipped from the stakes or rails. Should this happen, it is a simple matter for you to re-secure them by using sheet metal screws or simply re-installing panels. If you remove the skirting for any reason, it must be replaced that same day. Skirting panels must be kept in place at all times. If any of these are damaged or missing, or become unsightly, it must be repaired or replaced within 3 days. Failure to comply within 3 days will result in the management making the necessary repairs and the resident will be billed accordingly.
 - iii. **STEPS:** Front and rear entrance steps are required on all homes. Steps must be of either concrete, hard plastic or outdoor treated lumber. Any wooden

porch step structure must be built in a professional manner to be square, level, safe (with hand rails) and attractive. The bottom shall be enclosed with lumber or material approved by Management. Any step structure not provided during the sale of the home must be approved by Management.

- iv. **AWNINGS:** Aluminum awnings are the only type permitted. A drawing must be submitted prior to installation. Carports can be steel or aluminum and cannot have sides or backs enclosed. If wood is used, the top must be enclosed with soffit and fascia and all posts must be painted. These must have prior approval from management.

- 3. **UTILITY LINE MAINTENANCE:** Each resident must maintain in good repair any and all water, sewage, gas and electric lines or pipes inside and outside the manufactured home up to the point of connection with community facilities. If a resident causes any line or pipe to become clogged, or non-functional because of foreign matter, including but not limited to sanitary napkins, rags or paper towels, the resident must pay for restoring the line to service. 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.
- 4. **LANDSCAPING:** No landscaping changes, pruning, planting or digging, including but not limited to tree planting and other ground/landscape activities, may be made by resident without first obtaining approval from Management so that sewer, water, gas, electric, cable and other underground facilities may be identified and properly protected and community aesthetics may be maintained. No tenant shall move, alter, or remove any community landscaping. All landscaping installed by residents becomes part of the lot as fixtures and may not be removed upon termination of residency. Residents shall not dig or drive rods, stakes, pipes or other objects into the ground in any area in the community.

A flowering tree is required to be planted and maintained in a designated area near the front of the home

- 5. **REPAIR CHARGES:** Repair of any underground utility lines, common areas, and other homes/buildings damaged by digging or planting on the premises will be charged to resident causing the damage.
- 6. **GARDENS:** Vegetable gardens may be permitted in designated areas at the rear of the site, not to be readily seen from the street to the extent possible, upon written approval from Community Management. Community Management reserves the right to place restrictions upon the size, type and location of gardens in the community. Planting vegetables in the landscaped areas is not permitted.
- 7. **STORAGE UNDER THE HOME:** Only tires, axles and hitches may be stored beneath the manufactured home. Firewood, or other combustible materials, must be stored in a safe place, off the ground, and not an excessive quantity.

8. **PATIOS, DRIVES:** Patios and driveways must be kept free of gasoline and oil stains. If damage to asphalt or concrete is caused by gasoline or oil leaks, resident must remove these stains, or charges for such removal will be assessed. Painting of concrete is not permitted.
9. **SNOW REMOVAL:** Sidewalks, driveways and patios must be kept clear by Resident of snow and ice. It shall be the responsibility of the resident to clear the street of parked cars during snow removal operations or whenever requested to do so by Management. Use of rock salt or any other products which will harm concrete is forbidden. Be considerate of other residents and do not block driveways or mailboxes with motor vehicles. In the winter, motor vehicles shall not be parked on the street during snowfalls because they will impede snow removal operations.
10. **DRAINAGE:** Management has graded each home site in a manner to drain rain water away from the home. In certain circumstances, some additional grading may be needed just after the home is installed. Any grading after that time is the responsibility of the homeowner. All residents should install gutters on their homes as this is one of the primary solutions to drainage problems. Installation of any other drainage management solutions is the responsibility of the homeowner. Residents are not permitted to fill in existing swales or drainage ditches.
11. **OUTSIDE STORAGE:** 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. A storage area for boats, campers, and motor homes is provided for your convenience. All recreational vehicles must have a current license and kept in the area only. Residents may identify his property with a sign. Boats, trailers, and RV's may not be stored on the manufactured home site itself.
12. **LAUNDRY:** Clothes, sheets, blankets or related items may *not* be hung outside the home for drying, or airing or other purpose.
13. **STORAGE SHEDS:** Each lot is permitted one shed. The sheds may vary in size according to lot size if distance requirements are to be met. Sheds must be greater than 5' from a neighboring home. No metal or aluminum sheds. Permission must be obtained in writing and must be completed within 30 days of start date.
14. **TREES:** The resident may trim trees with permission and agrees to maintain the trees on his or her lot so as to not cause injury or damage to their home or that of their neighbor. The Management will only spray trees to preserve them from disease; any other types of spraying will be done at the resident's expense and must first be approved. Shrubs, bushes and other landscaping is permitted however, the resident agree to maintain such landscaping at his or her costs. Once

the landscaping has been secured to the lot, the landscaping becomes a fixture to the lot and shall not be removed except with Management's specific permission.

15. **PEST CONTROL:** Pest control shall be the sole responsibility of the homeowner. The Community Management reserves the right to exterminate any home as it deems necessary. Any fees incurred for said extermination shall be the sole responsibility of the resident.
16. **FENCES AND DECKS:** Fences and decks must have management approval prior to building. Decks must have railings and must be underpinned with lattice or vinyl skirting.
17. **POOLS:** No swimming pools are permitted. Children's wading pools must be emptied daily and must be monitored while in use.
18. **TRAMPOLINES:** Trampolines are not permitted.
19. **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.

IV. **EXTERIOR/INTERIOR OF THE HOME**

1. 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.
2. The exterior appearance of the manufactured home and adjacent structures must be neat and clean at all times. Hand or power washing and waxing and exterior upkeep of the home is essential and must be done periodically. If such maintenance is not conducted by the resident, management will conduct or contract for the maintenance and bill the resident for such service.
3. **CLEANING AND PAINTING:** External appearance of the home and lot is of the utmost importance. It is recognized by Management that over a period of years the interior and exterior of a home may deteriorate just like any other structure--without proper care and maintenance. Therefore, in the interest of health, safety and aesthetics, it is the management's right to inspect the interior and exterior of any home with reasonable notice to the homeowner to determine if there may be a health or safety or appearance violation. If such a violation exists, Management will require corrections to be made. If violations are numerous, and

corrections are not made in a reasonable period of time Management may require the home to be removed from the community.

- i. All sheds, steps, skirting, and outside structure and the home must be in good order at all times. They are to be cleaned and/or painted regularly or when the community management deems it necessary.
- ii. Prior to repainting a home or shed or any other structure on the lot, the owner must get written approval from the management as to the colors to be used.

Management will not tolerate loud or bright color combinations that detract from the appearance of the surrounding neighborhood.

4. All manufactured home accessories and equipment owned or used by a resident shall be maintained in good repair and kept neat and clean at all times. This includes all skirting which shall be maintained on every home.
5. **HITCHES:** must be removed or concealed.
6. Any resident approved for residency shall be required to make any repairs or changes deemed necessary by Management to improve and upgrade the manufactured home and/or premises to community standards. All purchasers shall take notice of the home standards to which the community operates prior to the commencement of their residency. Failure of any resident to make repairs or changes deemed necessary shall be the basis of the termination of all lease agreements.
7. **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.
8. **SATELLITE DISHES:** Must be mounted on the home and must be inconspicuous in location. Satellite dishes over four meters in diameter may be regulated and/or rejected for placement by Management. Smaller satellite dishes are permitted but management reserves the right to restrict the placement of the satellite dishes for aesthetic reasons, as long as the resident's reception of over-the-air signals is not interfered with or restricted in any manner and the cost imposed is not unreasonable.
9. **ANTENNAS:** Must be approved by management.
10. **GARBAGE REQUIREMENTS:** Curb side garbage pickup will be provided to the residents. Each Resident is allowed one bin at no charge. Additional bins, furniture items etc. will be at the Resident's expense. It is the Resident's

responsibility to contact the garbage company about additional/excess garbage. No one is permitted to keep trash or garbage on their lot at any time unless it is secured inside a covered garbage can. Plastic garbage can liners or plastic bags must be used. Garbage cans must be stored behind steps, between shed and home, behind sheds, or in the storage shed, in a manner to keep them out of sight to the extent possible.

11. **HOUSE NUMBERS:** All homes must have house numbers on the exterior. Community Management has provided each resident with a Lamp Post where the house numbers are displayed. It is each resident's responsibility to change the bulb in their lamp post and make sure that the post stays in working order. If the bulb in the post remains unchanged for an unreasonable amount of time, Management will change it at a cost of \$10.00. This cost will be billed through the monthly rental invoice.
12. **WINDOW TREATMENTS:** Only standard shades, blinds, curtains, or other normal window treatments are permitted. Insulation, towels, sheets, and blankets are not permitted.

V. CONDUCT

1. **STANDARD OF CONDUCT:** Each resident and his guests shall conduct themselves in a manner in which will not disturb the peaceful enjoyment of the community by neighbors or other community occupants. 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 and/or his guests. 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. Excessive use of intoxicating liquors; use of abusive or vile language; speeding, indecency or disorderly conduct will not be tolerated anywhere in the community by residents, their families, and guests. Guests and occupants are held to the same standard of conduct as are residents approved for the community.
2. **CHILDREN:** 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.

3. **CURFEW:** All parents are responsible for enforcing the community curfew for children under 18 years old. Minors shall not be permitted in common areas or in lots or homes other than their own residence after 8:00 p.m. weekdays and 10:00 p.m. weekends. Weekday hours will be extended until 10:00 p.m. from Memorial Day weekend until Labor Day weekend has ended.
4. **VIOLATIONS/TERMINATION OF LEASE:** These Rules and Regulations are intended to protect rights, privileges, health, safety and welfare of all residents. Community Management reserves the right to terminate the rental agreement of any resident who disregards or violates these Rules and Regulations in conformance with Ohio law.
5. **ALCOHOL:** Alcohol must be kept on the lot and should not be seen. Put it in a cup
6. **VIOLATIONS/NOTICE OF MATERIAL VIOLATION:** Any resident 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.
7. **NO SOLICITATION:** 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.
8. **LAWS:** 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. 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:** No resident shall conduct Commercial businesses within the community. This community is strictly a residential area.
10. **Complaints** must be submitted in writing to community management. Forms are available at community office.

VI. PETS/ASSISTED CARE ANIMALS

No resident may own a pet in the community without first obtaining written consent from Management. Residents are required to complete a pet registration form which can be obtained at the manager's office. No consent for a pet shall be given for more than two pets per home. No vicious dogs or dogs known to be vicious will be permitted, as defined by Ohio law. No exotic animals may be kept in the community, including snakes, etc. No dangerous animals or animals which present 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.

Please note the following:

- i. Section 3701-27-27, Paragraph B of the Ohio Department of Health laws specifically states, "Domestic animals or house pets shall not be allowed to run at large or create a nuisance in manufactured home communities", and Management respects this law. Also, no pet may be left outside unattended, even when on a leash.
- ii. 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.
- iii. No dog runs, animal houses, or fenced in areas designed to contain a pet, will be permitted. Noisy or unruly pets or those that cause legitimate complaints will not be allowed to remain in the community. **PETS WILL NOT BE ALLOWED IN THE RECREATION AREA AT ANYTIME. NO EXCEPTIONS.**
- iv. All pets must be licensed according to the law and must be current with all inoculations.
- v. Animals required as assisted care animals for the health, welfare and safety of a resident, i.e. pilot dogs, are permitted. Please notify management if you own such an animal. Management reserves the right to request medical or psychological verification of a disability, and the need for, accommodation from a medical practitioner.

These rules and regulations are intended to protect the rights and privileges and the peace, health, safety and welfare of all the residents, therefore:

1st violation - a warning

2nd - 3rd violations - \$100.00 penalty each occurrence

4th - 5th violations - \$200.00 penalty each occurrence

6th violation - request for removal of the pet from the community
7th violation - eviction of the home from the community (repeated violations during this period will result in continual charges of \$200.00 each occurrence)

VII. **SERVICING HOME**

1. **REPAIRS:** All repairmen, plumbers, electricians and other servicemen hired to do work in the community must be responsible, qualified and licensed by the appropriate licensing authority if required by Management or local law. All work must be performed in accordance with state and local codes. Any work conducted by the above on a resident's home is the responsibility of the resident unless express prior arrangements have been made with Management. Management will not assume any financial responsibility for work or service which is conducted on resident's home unless express prior arrangements have been made with Management. Injury resulting from any home or lot service to any person or property is solely the responsibility of the resident.
2. **INSTALLATION:** Installation of all manufactured homes must conform to federal, state and local building, safety and health codes and resident is responsible for complete compliance therewith.

VIII. **PARKING AND MOTOR VEHICLES**

1. Motorcycles, mopeds, off-road, quads, tri-wheeled motor vehicles including motorbikes, and/or carts are not to be operated within the community for pleasure driving. Motorcycles must be driven directly to your lot observing the speed limit.
2. All motor vehicles must be operated by drivers licensed by the Ohio Bureau of Motor Vehicles in compliance with all applicable laws.
3. The maximum speed limit is 10 mph for all motor vehicles.
4. Motor vehicles not in working condition must be removed from the Community. Unlicensed, expired and/or inoperable vehicles will not be permitted to remain in the community.
5. There is to be no repair of motor vehicles within the community. Oil change, tire change and tune-up shall only be done in the area provided for this purpose by Management. Extensive mechanical repairs of motor vehicles are not permitted within the community (without express written permission of Management).
6. No trucks over $\frac{3}{4}$ tons, truck tractors, motor homes, boats, or trailers shall be placed or stored on any manufactured home lot. Residents must make alternative storage arrangements for these vehicles. RV's, motor homes and travel trailers may be parked on the street for a period not to exceed one (1) day for loading and

unloading. Pursuant to State law, automobiles may not be parked on any unpaved portion of any lot.

7. If a resident's driveway will not accommodate parking for overnight or weekend guests, contact the Management office to arrange additional parking facilities. Be considerate of other residents and do not block driveways or mailboxes with motor vehicles.
8. Each lot is permitted 2 vehicles. Any more requires approval from management. Vehicles shall be parked on the parking spaces assigned to the respective home site whenever possible. Other vehicle parking requires management approval. Residents shall not park their vehicles in vacant or otherwise unused spaces of other residents. Residents should park as close to the curb as possible to permit access of emergency vehicles when necessary.

IX. RECREATIONAL FACILITIES: Are provided for the exclusive use of residents and their guests. Rules are posted in the recreational areas and are a part of these Rules and Regulations, being fully incorporated herein by this reference. Posted rules must be obeyed by the residents and their guests and may be amended at Management's discretion.

1. **COMMUNITY BUILDING:** Certain areas of the community building are available for Community resident functions and for small family parties subject to a deposit, completing a recreation center form, and approval from Management. Reservations for private parties should be made well in advance of the proposed date. Conduct of guests at parties is the sole responsibility of the resident. It is the resident's responsibility to restore the facility to its original condition by cleanup and trash removal and replacing furniture to its normal position. Meetings by Community residents relating to manufactured home living and affairs are permitted. Reservations should be scheduled through Management well in advance of the meeting. Residents shall pay for all damages to the clubhouse, recreation areas, equipment, or any other Community property caused or contributed by them or their guests, except for normal wear and tear. Residents are responsible for the conduct of their guests. Guests must be accompanied by an adult Community resident when using recreational facilities or equipment. Children under the age of 14 are not allowed in the recreation areas unless accompanied by an adult.
2. **FIREPIT/PAVILION:** Procedures for the use of the firepit/pavilion area for private parties will follow the same rules as use of the Community Building. For the use of the outdoor space only, no paperwork or deposit is necessary. However, the office must be notified prior to use.

Open burning in the firepit shall be allowed for warmth and recreational purposes as long as the following conditions are adhered to:

- a) The fires are fueled with clean seasoned firewood. Treated, painted or varnished wood/lumber and synthetic materials etc. are not approved fuels.
- b) Fires shall have a total fuel area of three feet or less in diameter and two feet or less in height.
- c) Open burning is not permitted for waste disposal purposes such as trash, garbage, or yard waste. No materials are burned which contain rubber, grease, asphalt, liquid petroleum products, plastics or building/construction materials.
- d) Fires must be vigilantly attended and must be completely extinguished at completion of use to preclude fire hazards.

These rules are in accordance with Ohio Revised Code 3745-19-04 (B)(2)(a)(b)(c)

X. **INSTALLATION AND REMOVAL OF A MANUFACTURED HOME**

1. Manufactured homes entering and leaving may be moved, installed or disassembled to or from 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. Rent must be current prior to any home leaving the community.
2. 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 for occupancy.
3. 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
4. Tie downs of manufactured homes and the maintenance of the same are the responsibility of the resident.

XI. **SALES OF EXISTING HOMES**

1. **RIGHT TO SELL:** Each resident has the right to sell his manufactured home within the community if resident gives Community Management ten (10) days written notice of their intention to do so. Residents must also be aware that

approval of any buyer as a new resident is contingent upon an inspection of the home and approval of the home to remain in the community.

2. **PRIOR APPROVAL OF PURCHASER:** A community application must be completed by the prospective buyer in person at the community office. At that time the Guidelines for Community Rules and Regulations will be explained and the purchaser will evidence that agreement in writing prior to any transfer of ownership of any home located in Santa Clara. A non-refundable community application fee of \$100.00 must be paid to Santa Clara prior to a new buyer's occupancy of a home. This fee covers the cost of processing character, credit references, work history and police reports, when necessary, to qualify the prospective resident. You, as seller, have the right to be in attendance at any meeting between management and any prospective purchasers.
3. **REQUIREMENTS PRIOR TO SALE:**
 - i. The purchaser, if approved, shall be required to make any repairs or changes deemed necessary by Management to improve and upgrade the manufactured home premises to community standards. All purchasers shall take notice of the standards to which the community operates prior to the commencement of their residency. Failure of any resident to make repairs or changes deemed necessary by Management to improve and upgrade the home and premises to community standards shall be the basis of the termination of all lease, rental and community residency.
 - ii. The home must meet all local code requirements, including electrical, health, safety and building, but not limited thereto.
 - iii. Seller shall provide a security deposit of \$200.00 which shall be held by Management:
 1. To be applied toward any back lot rent owed (upon owner leaving the community or selling the home);
 2. To be applied toward any community property damaged upon moving the home out of the community;
 3. To be applied to any damage to cable TV equipment on homeowner's site.

It shall be understood that any rent or damage owed Santa Clara in excess of this security deposit will be paid prior to leaving the community or selling the home.

- iv. **SIGNS AND ADVERTISEMENTS:** including "FOR SALE" signs and commercial advertisements shall not be displayed on any lot or on the exterior part of any home except upon written approval of management. Management is authorized to remove any such sign without a risk or loss or liability.
- v. **COMMUNITY LISTINGS:** If desired by the seller, the community will list the home along with other homes being resold, show the home, and make every effort to sell the home at the price set by the seller for a

commission fee of six percent (6%) or one thousand dollars \$1,000.00, whichever is greater.

- vi. **REPLACING A HOME:** A resident may replace a home. However, such replacement shall not occur without the written, prior approval of Management. The home must be built to all HUD codes and specifications for manufactured homes. Management shall have the option of requiring drawings, manufacturer guidelines, and other building and construction paperwork, to be given to management for review prior to the commencement of any replacement activity.
- vii. **SUBLETTING:** Occupancy of the home other than the owner is **NOT PERMITTED**.
 - 1. Only actual sale will be permitted. The title **must** transfer to the new owner.
 - 2. Land Contracts, Options, Rent-to-Buy, and **any** similar arrangements are **NOT PERMITTED** under any circumstances.
 - 3. **SUBLETTING IS NOT PERMITTED.**
 - 4. As stated elsewhere herein, a new buyer must be approved under the normal procedure described in the **COMMUNITY APPLICATION AND REGISTRATION** section.

Santa Clara has maintained high standards for the benefit of its residents. The procedures listed above ensure that proper review of each new resident has been accomplished, in order to preserve the health and safety of all our residents.

XII. **RESPONSIBILITY FOR INJURY**

- 1. 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.
- 2. 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 the lease within the Community under Ohio law.
- 3. **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.
- 4. **LOSS:** 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.

XIII. AMENDMENTS

These Rules, Regulations and rental fees 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.

Executed by all concerned parties this ____ day of _____, _____.

For Residents: 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.

Resident Signature

Resident Signature

Community Management

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.

SANTA CLARA

RESIDENT INFORMATION FORM

Dear Resident: Please fill out the following registration form and return to your community office. This information will be kept confidential and is used in such cases as fire, storms etc. If you have any changes throughout the year, please notify your community office.

GENERAL INFORMATION

Primary Resident Names: _____ Date filling out form: _____
Mailing Address: _____ Site Number: _____
Home Phone: _____ Work Phone: _____ Cell/Other: _____
Home Phone: _____ Work Phone: _____ Cell/Other: _____

HOME OWNER, RESIDENT, LESSEE, OCCUPANT INFORMATION (List ALL occupants living in home)

Name: _____ Name: _____ Name: _____
Date of Birth: _____ Date of Birth: _____ Date of Birth: _____
Relationship: _____ Relationship: _____ Relationship: _____

Name: _____ Name: _____ Name: _____
Date of Birth: _____ Date of Birth: _____ Date of Birth: _____
Relationship: _____ Relationship: _____ Relationship: _____

HOME INFORMATION

Name on Title to home: _____
Make of Home: _____ Width/Length of home: _____
Serial Number: _____ Year: _____

A COPY OF THE TITLE TO YOUR HOME MUST BE ON FILE AT THE OFFICE PER OHIO LAW. PLEASE PROVIDE A COPY UPON RETURNING THIS FORM TO THE OFFICE.

VEHICLE REGISTRATION

Make: _____ Model _____ Year: _____ Color: _____
Make: _____ Model _____ Year: _____ Color: _____
Make: _____ Model _____ Year: _____ Color: _____

EMERGENCY CONTACT INFORMATION

Current Employer: _____ Phone Number: _____
Emergency Contact: Name: _____ Relationship: _____
Their preferred Phone: _____ Cell or Secondary Number: _____

PETS IN THE HOUSEHOLD

What pets are present in your home? Cat Dog Type of dog: _____
What pets are present in your home? Cat Dog Type of dog: _____
Have you provided a copy of the current year's dog(s) registration and vaccination record? Yes No
If you answered no, please provide this information upon returning this form to the office.

IF THERE IS A LOAN ON YOUR HOME

Name of Bank/Finance Company: _____ Phone Number: _____