

# RULES AND REGULATIONS

## Eagle Mobile Home Park

Effective June 1st, 2022

The Park complies with all requirements of all equal and fair housing laws governing the operation of the activities of the Park and its management. The Park's policy is not to discriminate against any person because of race, color, age, religion, sex, handicap, disability, familial status, national origin and ancestry concerning the renting of lots and manufactures homes, advertising the sale or rental of manufactured homes, and all aspects concerning the management and operation of the Park.

The Owner of the Park is Eagle MHP, LLC, whose address is PO Box 361148 Strongsville, OH 44136. The person in charge, Michael O'Brien, can be reached at (440)669-0296. As used in these Rules and Regulations, the term "Resident" refers to any person who is entitled to live in the Park pursuant to the terms of a lease. The term "Permitted Resident" refers to each individual who resides in a Resident's manufactured home in the Park on a permanent basis and is named in the Resident's rental agreement/ The term "Guest" refers to any individual who is visiting a Resident or a Permitted Resident. The term "Lot" refers to the lot being leased by a Resident and the terms "lot" and "lots" refer to lots located in the Park upon which are designed for the installation of manufactured homes. The Term "Owner" refers to the owner of the Park and its agent and manager.

The schedule of Fees and Charges, as it may be amended from time to time, a copy of which is attached hereto, is hereby incorporated into the within Rules and Regulations as if fully rewritten herein with each amendment and/or addition hereinafter made to the Schedule of Fees and Charges being deemed to have been incorporated into these Rules and Regulations immediately at the time of such amendment or addition.

### 1. Occupancy and use of Lot and Park

- a. The Lot shall be occupied solely for residential purposes by the Resident and Permitted Residents and used only as a place of parking Resident's manufactured home on.
- b. Each Resident is responsible to cause each of its Permitted Residents and each of its Guest and the Guest of each of its Permitted Residents to comply with the within rules and regulation as these rules and regulations may be changed and/or modified from time to time.
- c. Resident shall not permit any other person other than a person listed in a rental agreement to live in the manufactured home except that a Resident may have a Guest who does not stay for more than Fourteen nights in a row.
- d. Children age 10 thru 17 must be on their own lot by 10:00 p.m. unless accompanied by a parent or a responsible adult. Children under ten must be on their own lot at dusk, or by the time the street lights come on, unless accompanied by a parent or a responsible adult.
- e. Resident shall, and cause each Permitted Resident and each of its guests to comply with each of the following:
  - (a) keep the Lot and park in a safe and sanitary condition, (b) commit or suffer any waste to or on the Lot or in the Park, nor use the Lot or Park or permit them to be used for any business purpose or any unlawful purpose or dangerous, noxious or offensive activity including campfires, or cause or maintain any nuisance in or on the Lot or in the Park, (c) not disturb any other occupant's peaceful enjoyment of the use of the Park or the use of that occupant's lot, (d) maintain in good working order and condition any equipment supplied by the Owner to Resident for Resident's use, € use and operate properly all electrical, gas and plumbing fixtures, (f) keep the Lot and its surrounding premises neat and in good order, the determination of the of which shall be within the discretion of the Owner, (g) comply with all applicable federal , state, and local laws and regulations relating to reasonable use and occupancy of the Lot and Park including all laws, regulations and orders of any health department having jurisdiction over the Park, (i) not permit excess use of intoxicating liquors, use of abusive or

vile language and indecent or disorderly conduct anywhere in the Park (j) not be a part of or commit any illegal act in the Park, included, but not limited to, the use, transfer, possession, sale, or creating of illegal substances nor permit such acts in or about his/her manufactured home and/or Lot, (k) not permit noise from parties, radios, televisions, stereos and any other noises of whatever nature to be heard by occupants in any other manufactured home in the Park, (l) not use or permit the use of firearms, fireworks, or any projectile shooting device of any description in the Park.

- f. While in the Park, no Resident, Permitted Resident or Guest shall (i) peddle or solicit orders for the sale or distribution of any merchandise, device, service, publication, ticket, or other matter whatsoever without written consent of the Owner or distribute samples or advertising matter relating thereto, (ii) engage in any commercial activity, (iii) distribute handbills, pamphlets, leaflets, (iv) engage in picketing, political activity, or fund raising and/or (v) hold or participate in a so-called yard or garage sale.
  - g. The number of persons living in a mobile home is or may be regulated by applicable state and local laws and regulations. These laws and regulations are the guideline that will be used in the Park.
  - h. A Resident who is absent from the Park for thirty (30) or more consecutive days with first notifying Owner, and who is in default of payment of rent or other fees or charges, will be considered to have abandoned his/her manufactured home and all of the property located in the manufactured home and Owner, at its sole option, may dispose of the manufactured home and all remaining personal property as provided for by law. A Resident who is absent from the Park for thirty (30) or more consecutive days and who is not in default in the payment of rent or other fees and charges remains responsible for any and all maintenance of his/her leased lot as if the resident were present and in residence.
  - i. If a Resident is seeking accommodation for a disability under the Americans With Disabilities act, the Resident must notify the Owner of the need to accommodation and describe the accommodation needed. Owner reserves the right to request medical or psychological verification of the disability and the physical changes, modification or alternations to the Park must first be submitted to the Owner for approval, which will not be unreasonably withheld. Owner further reserves the right to request that the Resident's accommodating facility or service meet the standards for occupancy of the park.
2. **Repairs.** Resident shall pay the cost of repairing (i) all damages caused by the Resident, Permitted Resident or Guest to the Lot and its equipment, sewer lines and connectors, drain lines and connectors, propane lines and connectors, natural gas lines and connectors and electrical lines and connectors beyond ordinary wear and tear and (ii) all damage to the Park that is caused by the negligent or willful conduct of Resident, Permitted Resident or a Guest.
  3. **Owner Entry.** Owner or its agents and hired workmen have the right to enter Resident's Lot and the Manufactured Home located on the Lot at reasonable times upon providing Resident at least twenty-four (24) hours notice for purposes of inspecting the Lot and manufactured home located on the Lot, showing the Lot to prospective Residents and for making repairs except that no notice shall be required in case of an emergency as determined in Owner's sole discretion.
  4. **Damage or Destruction to Lot.** If a Resident's Lot shall be damaged by fire, the elements, unavoidable accident or other casualty without fault or negligence of the Resident, Owner shall at its own expense cause such damage to be repaired and the rent for the Lot shall not be abated if the repair is made within thirty (30) days. If by reason of such occurrence, the Resident's Lot shall be rendered untenable for a period in excess of thirty (30) days, the Owner shall at its option, (i) cause such damages to be repaired and the rent meanwhile shall abate until the Lot has been restored and rendered tenable, or Owner may at its election, (ii) terminate the Resident's lease and the tenancy created by giving to Resident a notice of such election. If Resident's Lot is rendered untenable for a period in excess of thirty (30) days, Resident may elect to end his/her Lease by giving the Owner written notice thereof.
  5. **Assignment, Subletting, Re-letting.** Except as to manufactured homes owned by Owner or affiliates of the Owner, Resident must be the owner of the manufactured home on his/her Lot at all times. The Resident shall not sublet the Lot and shall not assign any interest in the right to use his/her Lot and/or manufacture home without the specific written consent of the Owner.
  6. **Owner's Right to Move Resident's Manufactured Home.** Owner may, at Owner's costs and upon thirty (30) days prior written notice, move Resident and Resident's manufactured home to another lot of the same or larger size. Resident

may, any time prior to the date of scheduled move, by providing written notice to Owner, terminate his/her tenancy in the Park as of the date of the proposed move. In the event of a move, then any lease in effect with Resident shall continue to remain in effect as to the Resident's new lot.

#### **7. Pet Regulations.**

- a. Pets must be a true household pet and no more than 2 pets per manufactured home are permitted. Each pet must be registered with the Owner. No vicious dogs (as defined by Ohio Revised Code (ORC) 955.11) or dogs known to be vicious will be permitted. No exotic animals may be kept in the community, including snakes, etc. Dangerous animals (as defined by ORC 955.11) or animals which present a health or safety risk to the community and/or its residents are not permitted. Unruly animals which disrupt the community or any area thereof will be removed upon request by management.
- b. Pets are not permitted outside of the manufactured home other than being walked on a leash held by a human. Domestic animals or house pets shall not be allowed to run at large or create a nuisance. No pet may be left unattended, even when on a leash.
- c. Waste material from pets must be immediately picked up and placed in plastic bags with garbage.
- d. No dog-runs, dog houses or fenced-in areas for any pet is permitted outside of a manufactured home.
- e. No animal or pet may be kept beneath the manufactured home at any time.
- f. All pets must have all required immunizations and be properly licensed pursuant to municipal and county requirements.
- g. All cats and dogs must be spayed or neutered and proof of such must be presented to Owner in order to keep the pet in the park.
- h. Any pet owner whose pet is in violation of these rules will receive written notice of the violation. A pet determined to be a safety threat, or the receipt of any three or more violation notices, will require the immediate removal of the pet from the community. Failure to comply with the removal order will lead to eviction of the Resident.

#### **8. Trash, Garbage and Rubbish Regulations.**

- a. Each Resident shall comply with the requirements of the company which picks up the trash, garbage and rubbish in the Park.
- b. All trash, garbage and rubbish shall be maintained in the Resident's storage shed or Park approved container except on rubbish pickup day.

#### **9. Streets and Parking Regulations.**

- a. All motor vehicles must be operated by persons with a valid driver's license.
- b. Posted speed limits must be obeyed at all times. The maximum speed in the park is 5 miles per hour and Owner may post lesser speeds at his discretion.
- c. Bicycles, pedestrians, and children have the right of way over moving vehicles.
- d. Violators of speed limits and stop signs will be barred from driving on park streets and will be prosecuted for trespassing if such an order is not obeyed.
- e. No motorized vehicle shall be parked on grass or in areas designated as "no parking areas" and all illegally parked vehicles may be towed away with cost being charged to the Resident or the owner of the motorized vehicle.
- f. Boats and recreational vehicles shall not be stored on any Resident's Lot.
- g. No truck over  $\frac{3}{4}$  ton, truck tractor, motor home or trailer, shall be parked on any Resident's Lot or on any street in the Park. Special arrangements must be made in advance with the Owner in the case where such a vehicle is to come into the Park.
- h. No unlicensed or inoperable vehicles are allowed in the Park at any time. In any such a vehicle is not removed upon the request of the Owner, it may be towed with the costs being charged to the Resident or the owner of the vehicle.
- i. Vehicles in such deteriorated condition so as to constitute an eyesore or nuisance shall not be permitted in the Park and if not removed upon request of the Owner, may be towed with the costs being charged to the Resident or the owner of the vehicle.

- j. Recreational vehicles, including but not limited to off-road motorcycles, all-terrain vehicles, mopeds, utility vehicles, carts and snowmobiles, are not to be operated in the Park.
- k. All vehicles maintained in the Park must carry liability insurance and, upon the Owner's request, Resident shall provide a copy of such insurance policy to Owner.
- l. There shall be no more than a maximum of two (2) permanent motorized vehicles per manufactured home permitted to be parked in the Park at any one time unless prior arrangements for the parking of an additional motor vehicle has been approved by the Owner.
- m. The Park and its grounds shall not be obstructed by any motorized vehicle or otherwise.
- n. No parking is allowed on vacant lots.
- o. Except for motorized vehicles owned by a Resident, no motorized vehicles may be repaired or "worked on" in the Park. Any repairs performed by a Resident on his/her motorized vehicle and all cleanup must be completed in one day. Vehicle being repaired shall not be left unattended at any time during its repair.
- p. No parking is allowed on streets when snow removal is necessary.

**10. Lot maintenance and improvements.**

- a. Lots shall be mowed, trimmed, and kept free of debris at all times. All grass clippings which do go into the streets are to be removed immediately by Resident.
- b. Resident shall maintain in good repair any and all water, sewage, gas and electric lines or pipes outside his/her manufactured home up to the point of connection with the Park facilities. If a Resident causes any line or pipe to become clogged or nonfunctional because of foreign matter (sanitary napkins, rags, paper towels, etc.) the Resident shall pay all costs for restoring the line to service.
- c. Electricity for Resident's yard light, if any, shall be paid for by the Resident and the bulbs and maintenance needed for the yard light shall be furnished by Owner.
- d. The Owner encourages improvements which make the Park a more enjoyable place to live and which enhance the appearance of the Park. Prior to making any improvements, written plans must be submitted and approved by Owner. No improvements may be commenced and no digging shall be allowed and no drive rods, stakes, pipes or other objects shall be placed into the ground until the Owner approves of same in writing. All improvements which cannot be removed without any damage to the Lot or the Park grounds shall be considered fixtures and shall become the property of the Owner of the Park at the time that the Resident vacates his/her Lot.
- e. Business, FOR SALE or FOR RENT signs shall not be displayed on any lot, manufactured home, or window unless approved by the Owner.
- f. Resident shall be responsible for winterizing water lines from the ground into the manufactured home, including the shutoff valve and water meter.
- g. Sidewalks, driveways and patios shall at all times be kept clear of snow and ice. No salt or harmful chemicals shall be used upon any sidewalk, patio or driveway.
- h. The entire Lot area of Resident, including but not limited to patio and driveway areas, shall be kept in a neat and orderly manner and free of gasoline and oil stains. All lawn mowers, garden tools, bicycles, toys, etc. shall be kept in the Resident's storage shed. When damage to concrete or asphalt is caused by gasoline or oil leaks, the Resident must immediately remove the stains and make any necessary repairs.
- i. No Resident may install or maintain any type of swimming or wading pool in the Park other than a wading pool less than one foot in depth.
- j. No Resident may install or maintain any type of playground equipment in the park unless approved by the owner.
- k. No Resident may install or maintain any type of tarping or plastic covering on the exterior of the mobile home or any other structure on the Lot.
- l. No Resident may install or maintain any type of a fence in the Park.
- m. Each Resident is required to have on his/her Lot a storage shed for the storage of garbage, toys, and equipment. All sheds must be properly tied down. All storage sheds which are to be brought into the Park and/or replaced

after the effective date of these rules and regulations shall have prior approval by the Owner as to its design and make.

- n. No clothesline may be installed in the Park other than the folding umbrella type of clothesline which shall be used only for the purposes of airing and drying clothes.
- o. Outside TV antennas and towers are not allowed in the Park unless approved by the Owner.
- p. Small satellite dishes, approved by Owner in writing, are permitted to be placed on Resident's manufactured home which he/she owns. Resident may not make any changes to the Park, including but not limited to tree trimming or removal, to improve reception.

**11. Manufactured home maintenance and improvements.**

- a. All exterior remodeling, additions, alterations and changes to the Resident's manufactured home must be approved in writing by the owner after submission of plans, specifications and drawings.
- b. Exterior paint colors must be approved by the Owner.
- c. The outside appearance of all manufactured homes, accessories, storage sheds, etc. Shall be maintained in good repair.
- d. No items shall be stored under a manufactured home except for tires, axles and hitches.
- e. Resident shall remove his/her manufactured home from the Park his/her manufactured home if the same give the appearance of being a deteriorated or obsolescent condition or the appearance of the manufacture home is unsightly compared to the other manufacture homes in its immediate area or detracts from the view of the area in which it is located in.
- f. Any alterations, additions or improvements required to be made to a Resident's Lot pursuant to The Americans with Disabilities Act of 1990 (as that act may be amended from time to time) shall be paid for by the Resident.
- g. The exterior of each manufactured home shall be clean at all times and Resident shall cause his/her manufactured home to be washed and waxed on a periodic basis. Soap products may not be used to clean Resident's Manufactured Homes unless the product is labeled as being biodegradable and will not harm or injure the environment.
- h. All Fuel Oil Tanks must be stored in a 110% containment tank tub approved by the Park Owner. Fuel Oil Tanks which are not stored in a 110% containment tank tub are not permitted in the Park unless you have, in effect, an insurance policy with Park Owner named as the loss payee with coverage of no less than \$100,000.00 for the cost of the removal and remediation of any damage which results from the leakage from your Fuel Oil Tank. A copy of the current insurance policy must be on deposit with the Park Owner. Fuel Oil Tanks may only be removed from the Park by a person/company which is insured and bonded and approved by Park Owner.

**12. Additional requirement for Manufactured Homes.** Residents manufactured home shall at all times be in compliance with all local, state and federal laws and regulations as these laws and regulations may be amended from time to time, and each Resident shall comply with all existing local, state and federal laws and regulations pertaining to his/her conduct and activities including laws, regulations and orders of all health departments having jurisdictions over the Park. Resident must also comply with and be in compliance with the following:

- a. Manufactured homes in the Park shall have a foundation system conforming to standards set forth by applicable laws, rules and regulations of governing bodies having jurisdiction over the Park as well as standards set forth by the manufactured home manufacturer.
- b. All manufactured homes in the Park shall be in compliance with the following:
  - i. Every manufactured home whose manufacturer furnishes written provisions pertaining to tie-down and which is placed in a manufactured home park after June 1, 1979, shall be secured with tie-downs in accordance with the requirements provided by the manufacturer of the manufactured home in question or the requirements for the northern zone contained in the national Fire Protection Association 1977 Standard NFPA 501A
  - ii. Each manufactured home placed in a manufactured home park after the effective date of this rule shall be supported by blocking that meets the requirements of the individual manufactured home manufacturer or the National Fire Protection Association 1977 Standard NFPA 501A.

- iii. Ties shall be as evenly spaced as practicable along the length of each manufacture home with no more than 8 feet open-end spacing on each end.
  - iv. When continuous straps are provided as vertical ties, such ties shall be positioned at rafters and studs. Where a vertical tie and diagonal tie are located at the same place, both ties may be connected to a single ground anchor, provided that the anchor used is capable of carrying both loads.
  - v. Add-on sections of expandable manufactured homes shall have provisions for vertical ties at the exposed ends.
- c. All manufactured home foundations must be enclosed.
  - d. All manufactured homes must not be higher than their respective proper height.
  - e. All sewer risers must be sealed.
  - f. All blocking for the Resident's manufactured home shall be furnished by Resident.
  - g. The Resident must be in the manufactured home each time that the water is turned on.
  - h. No manufactured home shall extend over a lot line.
  - i. Fuel tanks, if any, must meet standards of design, installation and location established by Owner.
  - j. All repairmen, plumbers, electricians and other servicemen hired to do work in the Park and on Resident's manufactured home must be responsible, qualified and licensed by the appropriate licensing authority as required and all work must be performed in accordance with state and local laws, regulations and codes and orders.
  - k. Manufactured homes may only be moved on, installed on, or removed from a lot in the Park by a person provided that person provides to Owner a surety bond in the amount of \$10,000.00 to ensure against damage to the Park. Owner must be provided with prior notice of the time of the move and all moves of each manufactured home shall be between the hours of 8:00a.m. and 5:00 p.m., Monday through Friday. Unless prior arrangements are made with the owner, no movement of a manufactured home may take place without the presence of Owner's representative.
  - l. Only transporters of manufactured home, 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 Park.
  - m. All manufactured homes in the Park must have Owner approved skirting, stairs, and storage shed and all manufactured homes brought into the Park or sold and remain in the Park after the effective date of these rules and regulations must have a main stairway made of concrete or park approved material.

**13. Storage of Firewood.** Firewood or other combustible material must be stored in the storage shed or in a safe place approved by owner.

**14. Vacating Park.** Upon termination of the Lease, Resident shall return the Lot and all of its equipment, connectors, hookups and lines in the same condition as existed when Resident rented the Lot except for the effects of normal wear and tear. Any property not removed from the Park by Resident, Permitted Resident and/or Guest within ten days after the Resident vacating the Lot shall be deemed to be abandoned and may be discarded by the Owner without accounting to any person.

**15. Sale of Manufactured Home and Continued Use of Lot by Buyer.** In the event that the Resident desires to sell his/her manufactured home, and the purchaser wished to become an occupant in the Park, the Resident agrees as follows:

- a. A manufactured home may be sold and left at the present location if the purchaser has secured a lease from the Owner. Before a new lease will be executed with the purchaser, all accounts of the Resident must be paid in full.
- b. Resident must bring the proposed purchaser to the Park office at least ten (10) days prior to the intended sale in order to complete an application for tenancy and credit. The proposed purchaser must be able to comply with all Rules and Regulations of the Park then in existence, possess the ability and readiness to meet all the commitments of being a resident in the Park, sign a lease for the use of the Lot, and not have a reputation of disturbing the peaceful enjoyment of others or of committing recent criminal offenses or offenses related to excessive use off alcohol or use of illegal substances or possess such other character traits which in Owner's reasonable judgement would not render the proposed purchaser as a suitable occupant of the Park.
- c. Resident must be sure that the purchaser qualifies for a lease of Resident's Lot before the manufactured home is to be sold and left in the Park.

- d. As a condition of Owner's approval of any sale of a manufactured home which is to remain in the Park, the seller Resident or the prospective purchaser and Resident must agree in writing with Owner (i) to make such improvements, repairs and/or upgrades as are deemed necessary by Owner so that the manufactured home being sold meets the then existing standards, policies, rules and regulations of the Park and (ii) to make such improvements, repairs and/or upgrades within ten (10) days of the transfer of ownership of the manufactured home in question.
- e. As a condition of Owner's approval of any sale of a manufactured home which is to remain in the Park, upon request of Owner, Resident seller shall provide to Owner reports, in form and content satisfactory to Owner, and from a certified electrical inspector an form a licensed plumber certifying that the manufactured home being sold meets all applicable code and safety standards.

**16. Charges for Resident's Failure to Perform Obligation, Rental Payments, Fees and Charges.** In the event Resident or his/her Permitted Resident or a Guest of either fails to comply with any requirement of the Rules and Regulation set forth herein, Resident, by residing in the Park, irrevocably authorized Owner to undertake such actions and activities which will eliminate any such violation of these Rules and Regulations. If Owner decides to hire an outside contractor to perform the service or repair or supply/purchase the necessary materials or the Owner decides to use its own employees to perform the service or repair and/or purchase the necessary materials or any combination thereof, the Resident agrees to pay the actual costs and/or charges of same with the next rental payment which is due to Owner. If Owner's employees perform the service or repair, the rate to be charge to Resident is set forth in the current Schedule of Charges plus the actual costs of all materials used. Resident shall pay his rental payments on time, pay when due all **amounts owned for utilities whether supplied by Owner or a public utility company, and pay all other charges and fees** upon presentation on an invoice or upon the date specified therein.

- 17. (i) Failure to pay rent, charges, etc.** The parties acknowledge and agree that time is of the essence and if Resident shall fail to pay the rental reserved or any other charges due after due notice as required by law, or if Resident shall breach any other terms or condition of this lease agreement after due notice as required by law, then Owner shall have the right and option without notice to termination or further notice to quit to pursue any or all of the following remedies:
- a. Terminate the Resident's lease without prior notice
  - b. Bring an action in court to evict Resident from his/her Lot and/or recover possession of Resident's Lot and/or the leased premises without any further notice other than that required by law.
  - c. If and as provided by law, bring an action to recover the whole balance of the rent and other Charges due for un-expired term of Resident's Lease.
  - d. Demand immediate payment of all past due, current, future and additional rental and charges served for the remainder of the un-expired term of the lease agreement, and Owner shall have the immediate right to enforce collection of these payments against Resident.
  - e. All of Owner's remedies contained in Resident's leave, in these Rules and Regulations and granted to Owner by law and in equity shall be cumulative and concurrent. If Owner shall pursue any remedy, it shall not be deemed a waiver of the right to pursue any other remedy that may exist.
  - f. Owner shall have the right to insist on strict compliance with the terms, covenants and conditions of this lease agreement without having insisted upon strict compliance at any time during the term of the lease. Any conduct which is inconsistent with the right to require strict compliance shall not be a waiver of the right to required strict compliance in the future, shall not create a custom, and shall not modify the terms, covenants and conditions of the agreement.
- 18. (ii) Failure to comply with Rules and Regulations other than payment of rent and other charges.** Owner may terminate Resident's lease in the event that Resident receives two (2) violation notices within a six (6) month period. In the event of such termination, Resident will be liable for all rent, other charges and damages incurred to the last day of the month that Resident vacates his/her lot.
- 19. (iii) No waiver for acceptance of a partial payment.** No payment of rent or other charges and fees by a Resident or received by Owner of any amount of the monthly rent provided for in the Resident's lease or charges and fees provided for in the Rules and Regulations and the Schedule of Charges and Fees shall be deemed to be other than on account of the stipulated rent, charges or fees, as the case may be, nor shall any endorsement on any check or any letter be

deemed to be an accord and satisfaction. The Owner reserves the right to accept such a partial payment without prejudice to Owner's right to accept such a partial payment without prejudice to Owner's right to collect all balances due and to terminate the end of Resident's rental agreement for cause, including non-payment or late payment of rent, charges or fees.

20. **Injury to Person or Property and Indemnification.** Except in the case of Owner's own negligence, gross negligence or willful misconduct and except in the case where applicable law provides otherwise.
- a. Owner shall not be liable to Resident, Permitted Resident and/or Guest for any damage caused to their persons or property, by water, rain, snow, ice, sleet, wind, fire, storms, and accidents or by breakage, stoppage or leakage of water from any source, gas, heating, and sewer pipes, defective pipes or plumbing in, upon, about or adjacent to the Lot and/or in the Park
  - b. Owner shall not be liable to Resident, Permitted Resident and/or Guest for any damage caused to their persons or property for any failure of water supply, propane, supply, electric current or flow of natural gas.
  - c. Owner shall not be liable to Resident, Permitted Resident and/or Guest for any accidental damage caused to their persons or property in or about the Lot or the Park resulting from operating electric lighting, heating of air, heating of water or sprinklers.
  - d. Owner shall not be liable for any damage, loss or injury to the person, property or effects of Resident, Permitted Resident or Guest suffered on, in or about the Lot and/or Park by reason of any present, future, latent or other defects in the form, character or condition of the Park or any park or portion thereof and/or the Lot or any park or portion thereof.
  - e. Owner shall be liable for any property of Resident which is placed or stored in the Park and/or on the Lot and/or in the manufacture home located on the Lot.
21. **Rent's Insurance.** Resident is advised that he/she should purchase hazard insurance at Resident cost in order to insure Resident's personal property again destruction, loss and/or injury.
22. **Indemnification.** Except as otherwise provided by applicable law, Resident shall protect Owner and hold Owner harmless from any and all liability for any damage to any occupant of the Park or to any person occasioned by or resulting from any carelessness, negligence or improper conduct on the part of Resident or his/her Permitted Resident or Guest or a Guest of his/her Permitted Resident.
23. **Waivers, Amendments and Changes to Rules and Regulations.** The Rules and Regulations may be added to and/or amended from time to time and such changes shall become effective thirty (30) days after written notice of same has been delivered to Resident's manufactured home and/or posted at the Park office. The Resident agrees to be subject to all subsequent amendments and modifications to these Rules and Regulations and agrees without further signature to be bound and obliged by these Rules and Regulations and will comply with the same. The Owner, may from time to time, give waivers to rules and regulations within its reasonable discretion. Failure of Owner to insist upon the strict performance of the terms contained in these Rules and Regulations, as these may be amended from time to time shall not constitute or be construed as a waiver or relinquishment of Owner's right to hereinafter enforce any such term, and the same shall continue in full force and effect.
24. **Validity of Rules and Regulations.** If any part of these Rules and Regulations shall be found to be invalid by a court of competent jurisdiction, such declaration shall not affect the remaining portion of these Rules and Regulations.
25. **Variance to Rules and Regulations.** If Resident finds that a change in the Rules and Regulations shall cause Resident to be in violation of any such rule and Regulation, and the violation existed on a continuous basis prior to the issuance of Regulation and Rule or change thereof, Resident must apply in writing with the Park Manager on or before the effective date of the Rules and Regulation for a variance to the Rule and Regulation in question. The Owner will grant a variance where the violation of the Rule and Regulation in question will not result in a violation of any law or regulation applicable to the Park and/or does not result in a nuisance or danger to others. Any variance granted by Owner, however, may be limited to a period of time. Residents shall be required to comply with all Rules and Regulations of the Park unless resident applies for a Variance on or before the date set forth above and such variance is granted in writing to Resident.
26. **Registration of Mobile Home.** Each Resident shall maintain with Owner a registration form showing the make, year and serial number of his/her mobile home, the name of the owner(s) of manufactured home, and name and address of all

lien holder, if any. Resident shall provide notice to the Owner within ten (10) days of any new lien, change of existing lien, or settlement of any lien.

27. **Maintenance of Community Standards.** In order to maintain community standards for this Park, Owner reserves the right to terminate a rental agreement and require the removal or repair of a manufactured home based on the age, deterioration, obsolescence, or appearance of the interior or exterior of any manufactured home.
- a. Any Resident approved for residency shall be required to make any repairs or changes to the manufactured home deemed necessary by Owner to improve and upgrade the manufactured home to the Park standards.
  - b. All purchasers of manufactured homes in the Park shall take notice of the manufacture home standards to which the Park operates prior to purchasing a manufactured home in the Park.
  - c. Failure of any Resident to make repairs or changes deemed necessary by Owner to improve and upgrade to Park standards the manufactured home shall be the basis of the termination of the Resident's rental agreement.
  - d. A resident may replace a manufactured home, provided that such replacement home shall not occur without the written prior approval of Owner and the replacement home meets all applicable legal codes, The Owner reserves the right to require drawing, manufacturer guidelines and other building/construction paperwork prior to accepting the replacement home in the Park.
28. **Installation of Utility Meters.** Resident authorized Owner, Owner's agents and contractors, and public utility providers to attach meters to the outside of Resident's manufactured home by attaching them by bolts and/or screws.
29. **Written Notice Requirements.** No notice required or permitted to be given to Park Owner or its agent whether by virtue of Owner's lease, the Rules and Regulations, or otherwise, shall be deemed to have been given unless delivered in writing to the Park Manager or received at PO Box 361148 Strongsville, OH 44136. Neither the Park manager or any employees of the Park are authorized to accept oral notices and oral notifications.
30. **Water restrictions.** The Owner may impose water usage restrictions from time to time if warranted by drought conditions, unusual demands or for other reasons beyond the control of Owner.
31. **Megan's Law:** Park Owner warrants that Park manager has disclosed to Resident all notices, if any, received from public officials and or agencies pursuant to Ohio's sex offender law as of November 1, 2002. The Resident acknowledges the fact that the Park Owner may not be on a list that receives such notices and Resident agrees to assume the full responsibility to check with local sheriff's office for additional information. Resident will rely on Resident's owner inquire with the local sheriff's office as to registered sex offenders in the area and will not rely on Park Owner or any of the Park Owner's agents and employees.

*Your rights as a resident and your manufactured home park operator's rights are protected by section 4781.36 to 4781.52 of the Revised Code, which regulate manufactured home rental agreements in manufactured home parks.*