



2018-2019

## COMMUNITY RULES & REGULATIONS

**PREFACE:** Management of your community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, religion, sex, handicap, familial status nor national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or in providing real estate brokerage services. Your rights as a resident and your manufactured community operator's rights are protected by sections 3733.09-3733.20 of the Ohio Revised Code, which regulates manufactured home communities.

Welcome to the Fox Run Mobile Home Community! 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:** Only one person can be the owner of a manufactured home except a husband and wife. Both spouses may be 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.
2. **LEASE TERMS:** 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 \$35.00 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 fourth day of the current month. A \$25.00 charge will be added to the balance due after the 4<sup>th</sup> of the month and an additional \$1 is charged for each additional day late. 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. Rent must be paid in form of check or money order. Cash will not be accepted.
3. **APPROVAL:** All occupants of a home shall be approved prior to commencing occupancy. An application fee of \$35.00 shall be charged to residents moving into the community to cover the cost of credit and background checks. State law requires that all occupants of the home be registered with community management. A security deposit equal to one month of current lot rent is required.

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.

4. **TITLE:** Community management requires that a copy of the title to the home be on file with management. A \$25.00 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:** 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.

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 your 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. RESIDENCY RULES**

1. **LAWN CARE:** No resident shall fail to maintain his 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.
2. **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. Propane tanks are not permitted in the park with the exception of small tanks for outdoor cooking. A \$200 tampering fee will be charged to any person found to be tampering with the water meters, readers, and related equipment.
3. **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.
4. **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.
5. **GARDENS:** Vegetable gardens may be permitted upon written approval from Community Management. Community Management reserves the right to place restrictions upon the size, type and location of gardens within the community. Planting vegetables in the landscaped areas is not permitted.
6. **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.
7. **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.
8. **SNOW REMOVAL:** Sidewalks, driveways and patios must be kept clear by Resident of snow and ice.
9. **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.
11. **LAUNDRY:** Clothes, sheets, blankets or related items may not be hung outside the home for drying, or airing or other purpose.
12. **STORAGE SHEDS:** Each lot is permitted one shed and it cannot exceed the height of the home and/or 120 square feet. A shed must be 3' or greater from a neighboring home. No metal or aluminum sheds.

13. **GARAGE:** A Garage may be permitted depending on the particular lot and size of lot. Management approval is required.
14. **TREES:** The resident may trim trees with permission. 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.
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 are permitted with approval from Management. Interest in fencing must be discussed with manager and prior approval is required. Must follow all guidelines set forth by management. Fencing and Decks must be of good taste and is up to the manager's discretion. Fences must be securely placed. They can be no taller than 6 ft. Fences must be 3FT from neighbors home. They may not go out past front of home. The park is not responsible for any damages or repairs that would have to be made in case of underground emergency or underground maintenance. Fencing will be removed and park will not put back up. Decks must be approved prior to any building and decks must have railings and must be underpinned with lattice or vinyl skirting.
17. **POOLS:** No swimming pools are permitted.
18. **TRAMPOLINES:** Trampolines are not permitted.
19. **SWING SETS:** May be permitted with written approval from management. Tenant must carry liability insurance of \$100,000 or more to cover any incidents that may occur. Proof of insurance must be submitted upon approval. Must be in good sound shape and be visually appealing. It will be the community management's discretion.

### **III. 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 your lot and should not be seen. Pour it into a cup.
6. **VIOLATIONS/NOTICE OF MATERIAL VIOLATION:** Any tenant receiving two (2) violation notices within six (6) months may be asked to vacate the premises per Ohio law. These rules and regulations are intended to protect the rights and privileges and the peace, health, safety and welfare of the tenants. Community Management reserves the right to terminate the rental agreement of any tenant who disregards or violates these rules and regulations.

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.
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.

#### **IV. PETS/ASSISTED CARE ANIMALS**

Two (2) pets per household are permitted, with each pet not to exceed thirty five (35) pounds – approx full grown weight. No vicious dogs or dogs known to be vicious will be permitted. No exotic animals may be kept in the community, including snakes, etc. No dangerous animal or animal which presents a health or safety risk to the community and/or its residents will be permitted. Unruly animals of any size, which disrupt the community or any area thereof, will be removed by resident upon request by Management. A pet registration form must be on file with the office for each dog in the home and a \$10 per month fee is charged per dog.

*Please note the following:*

1. 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.
2. 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.
3. All pets must be licensed according to the law and must be current with all inoculations.

#### **V. 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. 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.
4. Sheds: Standard yard and patio furniture, and an approved storage building are the only items permitted outside the manufactured home. Lawn mowers, garden tools, lawn equipment, toys, and auto parts must be stored in an approved shed. Each lot is permitted one shed and it cannot exceed the height of the home and/or 120 square feet. Each shed must be 3’ or greater from a neighboring home. Management is not responsible for any losses or damage to tenant's shed or stored items.
5. Hitches must be removed or concealed. It is not permissible to sell tires and/or axles from your manufactured home.
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. Aluminum awnings are the only type permitted. A drawing must be submitted prior to installation. Carports must be steel or aluminum and cannot have sides or backs enclosed. These must have prior approval from management.

8. 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.
9. Satellite Dishes: Must be mounted on the home and must be inconspicuous in location.
10. House Numbers: All homes must have house numbers on the exterior. Minimum 4" tall.
11. Window Treatments: Only standard shades, blinds, curtains, or other normal window treatments are permitted. Insulation, towels, sheets, and blankets are not permitted.

**VI. PARKING AND MOTOR VEHICLES**

1. Motorcycles, mopeds, off-road, quads, tri-wheeled motor vehicles including motorbikes, and/or carts of any kind are not to be operated or stored 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 ¾ 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. (See community management for extended parking of any and all RV's.) 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. If off street parking is not available; vehicles must be parked as close to the curb as possible.
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. Tenants 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.

**VII. 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.
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 to live in this home.
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. The transporter/mover must also show proof of insurance to management a liability insurance policy with a minimum of one million dollars.

**VIII. 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.
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 fire pits have to be approved by management prior to use and must be supervised at all times.
4. LOSS: The management is not responsible for loss due to neglect, fire, theft, or accident. The community is private property. Residents, guests, visitors, service men, firms, and people enter the community at their own risk. The management assumes no responsibility for damages of any kind to anyone or to their property or their person.

**IX. 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.

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 3733.09 TO 3733.20 OF THE OHIO REVISED CODE, WHICH REGULATE MANUFACTURED HOME RENTAL AGREEMENTS.**

**No. of dogs (<=35#): \_\_\_\_ x \$10/mo. Advise Office if this changes in the future. \_\_\_\_\_ Resident Initials**