## RULES AND REGULATIONS LEADERS MANUFACTURED HOME COMMUNITY

## **INTRODUCTION**

Leaders Manufactured Home Community (the "Community") is a "manufactured home park" as that term is defined in Ohio Revised Code Section 3733.01(A). The following rules and regulations govern the operation and maintenance of the Community and the various properties and facilities considered to be a part of the Community.

The rules and regulations are binding on all residents and their guests and visitors.

# FOR REVIEW ONLY

## **DEFINITIONS**

- 1. The term "home" as used herein shall include a "manufactured home" as defined in Ohio Revised Code Section 3781.06(C)(4) and a "mobile home" as defined in Ohio Revised Code Section 4501.01.
- 2. The term "lot" as used herein mean a defined lot or area of land within the Community that is leased for the placement and/or occupation of a home.
- 3. The term "Management" as used herein shall mean the "Operator" as that term is defined in Ohio Revised Code Section 3733.01(G) and any person or persons designated by the Operator to manage or oversee the operation and maintenance of the Community. The current Operator of the Community is Leaders Properties, LLC.
- 4. The term "Community" as used herein means the real property owned by Leaders Properties, LLC situated in the Townships of Hambden and Claridon, County of Geauga, and State of Ohio and known as being part of Original Lot Nos. 21 and 26, Bond Tract in Hambden Township, and Lot No. 2 Holmes Tract in Clardion Township, and further being all of parcel 1 (PPN 15-051910), parcel 2 (PPN 12-040270), parcel 3 (PPN 15-051930), parcel 4 (PPN 15-081960), parcel 5 (PPN 15-081950), and parcel 7 (PPN 15-102437) of lands conveyed to Leaders Properties, LLC by deed recorded in Volume 1825, Page 550 of Geauga County Records, consisting of approximately 110.56 acres that are owned, operated, used or maintained as part of the Leaders Manufactured Home Community, and includes all lots, land, grounds, areas, structures, and facilities located contained therein for the use of residents generally or the use of which is leased to a resident.
- 5. The term "family" as used herein means one (1) or more persons related by blood, adoption or marriage, living and cooking together as a single housekeeping unit or not more than two (2) unrelated persons living and cooking together as a single housekeeping unit.
- 6. The term "resident" as used herein shall have the same meaning as set forth in Ohio Revised Code Section 3733.01(F) and generally includes any person occupying a home in the Community pursuant to a rental agreement.

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## **OCCUPANCY**

- 1. The Community is operated and maintained for occupancy by all ages in accordance with the Federal Fair Housing Law and Management will not discriminate against any person because of race, color, religion, sex, handicap or national origin.
- 2. Prior to occupying a home, the prospective resident must complete an application for tenancy. A non-refundable fee of \$200.00 will be paid by the prospective resident for document preparation, application, credit report, background investigation and income verification.
- 3. No person who has been convicted of or pleaded guilty to a sexually oriented offense, a child-victim oriented offense, a felony drug offense, a felony theft offense, a felony offense involving violence, or any similar felony offense shall be approved for tenancy.
- 4. The home must be owner occupied except for a home owned and leased by the Operator. No subletting, renting, assignments or occupation by more than one family per manufactured home will be permitted.
  - 5. The home shall be for single family use only. Occupancy by more than 3 persons in a 2 bedroom home and 4 persons in a 3 bedroom home shall not be permitted.
  - 6. There shall be no commercial or unlawful use of the home or lot including, without limitation, babysitting, pet sitting, or the transfer, possession or creation of illegal drugs.
  - 7. Upon approval of the application, a lease agreement with a term of not less than one (1) year or a month to month lease agreement must be signed. It is the option of the resident on which lease agreement to sign. A security deposit equal to one month's lot fee and the first month's lot fee shall be paid.
  - 8. Leaders Properties, LLC may lease homes owned by it in which case the resident will not be required to be the owner but must comply with all applicable rules and regulations.
  - 9. Each resident shall, at his or her own expense, promptly comply with all laws, orders, rules, requests, and directions of all governmental and/or regulatory authorities.

## **GUESTS**

- 1. All persons who are not registered with Management as an approved resident are deemed to be guests at the invitation of an approved resident of a home within the Community.
- 2. All guests staying more than 1 week must be registered with Management.
- 3. Guests shall be required to abide by the rules and regulations of the Community.
- 4. Residents shall be responsible for any rule violation or damage in the Community caused by the resident or the resident's guest or invitee.
- 5. No guest who has been convicted of or pleaded guilty to a sexually oriented offense, a child-victim oriented offense, a felony drug offense, a felony theft offense, a felony offense involving violence or any similar felony offense shall be permitted in the Community.

#### **PETS**

- 1. All pet rules apply to residents and/or their guests or invitees.
- 2. Only common household pets (i.e., dogs, cats, birds and fish) may be kept in any home, but in no event for the purpose of breeding or for any commercial purposes whatsoever.
- 3. A maximum of two (2) pets per household will be permitted.
- 4. All pets must be registered with Management and where applicable, licensed by the appropriate governmental unit.
- 5. Animals that are considered potentially vicious and/or intimidating are prohibited from the Community and shall not be an approved pet including, but not limited to, reptiles, Pit Bulls, Doberman Pinchers, Rottweilers and German Shepherds.
- 6. Residents shall provide the pet with regular health care and shall ensure that the pet has received all inoculations required by applicable State and local laws and shall present certificates of health from their veterinarian verifying all required vaccines and inoculations upon request of Management.
- 7. If an animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents, or create a problem in the area of cleanliness and sanitation, the Management shall have the right to require the resident to remove the animal from the Community by giving the resident written notice to that effect.
- 8. An approved pet must be under control, and kept off the lawns or lots of other residents. An unleashed pet, or one tied to a fixed object and unattended, is not under control. Pets which are unleashed, or leashed and unattended, within the Community may be impounded and taken to the local Humane Society, in which event it shall be the responsibility of the resident to reclaim the pet, at the expense of the resident. There will be a charge to the resident of One Hundred Dollars (\$100.00) to cover the expense of transporting the pet to the Humane Society.
- 9. A dog pen/kennel with adequate shelter may be permitted only upon the prior written approval of design and quality by Management.
- 10. No dog will be permitted to be permanently confined to an approved pen/kennel. The approval of a pen/kennel is for use as a temporary dog restraint. Dogs permitted in the Community must be house pets. Permanent kennel dogs are not permitted.
- 11. Any dog not confined in an approved pen/kennel must be attended while on a leash.

- 12. All cats must be kept in the home at all times.
- 13. No food or water shall be left for a resident's pet or any other animal outside of resident's home. Dishes or containers of food and water must be located within the resident's home. Food and/or table scraps shall not be deposited on porches or in yards.
- 14. Residents will not feed or water stray animals or wild animals, provided, however, that bird feeders and birdbaths are permitted.
- 15. No boarding or pet sitting will be permitted.
- 16. The Resident is solely responsible for cleaning up waste from their pets in their yard and while exercising their pet throughout the Community.
- 17. Pet owners shall be responsible and liable for any and all bodily harm to other residents or individuals caused by the pet regardless of fault or negligence. Destruction of personal property belonging to others caused by an owner's pet shall be the financial obligation of the pet owner. Each resident shall maintain in effect at all times a general liability policy of insurance covering damages or losses caused by the resident's pet in an amount of not less than One Hundred Thousand Dollars (\$100,000.00) and shall name the Operator as an additional insured on such policy. Proof of such insurance shall be provided to Lessor upon registration, the annual update of the registration, and/or the request of Management.
- 18. Management reserves the right to assess and collect fines and/or require the removal of any pet from the Community for a pet owner's failure to fully and strictly comply with all rules and regulations regarding pets.

## **VEHICLES**

- 1. Two vehicles are permitted per lot. Additional vehicles must be approved by Management and will be charged.
- 2. All lots shall have a concrete off street parking area installed at the resident's expense adequate for parking two approved vehicles and for each additional vehicle registered to the lot and approved by Management.
- 3. Residents shall park their vehicles on their own lot. Vehicles shall be parked only in designated areas, and not on lawns or double parked on Community roads.
- 4. No vehicle that is not currently licensed and operable may be parked or kept on any lot, street, or within the Community.
- 5. No large trucks such as stake, dump or semi's will be parked on any lot, street or within the Community without prior the prior written consent of Management.
- 6. No major repairing or overhauling or blocking of vehicles is permitted in the Community or on any lot in the Community.
- 7. Vehicles with noisy or loud exhausts are not permitted in the Community.
- 8. No vehicles, other than those owned or leased by a resident, may be washed on a lot or within the Community.
- 9. No camper, motor home, utility trailer, boat, dirt bike, snowmobile, all-terrain vehicle or other recreational vehicle is permitted in the Community without the prior written consent of Management. Such vehicles shall not be parked or stored on any lot or street within the Community.
- 10. A resident shall not exceed the posted speed limit in the Community. During the winter months there is a snow parking ban in effect on all Community roads. All vehicles parked on Community roads when snow plows are working will be towed at the vehicle owner's expense. Once the towing service has been contacted to tow a vehicle, the vehicle owner will be charged, even if the vehicle is moved before the towing service arrives. Vehicles shall not be parked on any road within the Community during the winter.

#### **HOME TRANSFERS**

- 1. A resident shall notify Management in writing not less than ten (10) days in advance of the resident's intention to sell a home situated in the Community.
- 2. No home shall be sold, transferred or offered for sale or transfer unless first inspected by Management for its condition and maintenance to determine whether the home will be permitted to remain in the Community. The following items must be in good repair or be repaired, replaced or the funds escrowed for repair or replacement at the tenants expense prior to the home transfer: Skirting, exterior doors, windows, roof, siding, exterior electric and lighting, exterior plumbing, steps and/or decks, patio covers and/or carports, storage buildings, concrete and landscape.
- 3. Only one approved "For Sale" sign may be displayed on the home owner's lot.
- 4. The resident and prospective purchaser must comply with all requirements for occupancy.
- 5. Upon approval of Management, title to home shall be put in the name of the new owner or owners, and a copy of the title shall be delivered forthwith to Management.
- 6. Management reserves the right to terminate a rental agreement, refuse or reject a prospective purchaser of a home as a resident, and/or require the removal of a home based on the age, deterioration, obsolescence or appearance of the home.

## **REMOVAL OF HOME**

- 1. The lot rental amount for the balance of the then current lease term shall be paid in full prior to the home being moved from the lot.
- 2. Only transporters of manufactured homes, properly authorized by applicable governmental authorities, are permitted to remove a home.
- 3. Movement of homes may only be done Monday through Friday between the hours of 8:00 am and 5:00 pm, a representative of Management must be present at the time the home is moved.
- 4. Prior to the move, the water, sewer and electric must be properly disconnected by a licensed professional, at the resident's expense, to protect the safety of residents and their guests and prevent damage to the Community.
- 5. The resident removing the home shall, at the resident's expense, remove all trash, accessory buildings, skirting, steps and other discarded material or personal belongings. Any expense incurred by the Community to restore the site to its original condition will be immediately due and payable by the resident.
- 6. If a home is destroyed by fire, windstorm, an act of God or any other means, the owner of the home shall remove salvage from the lot within thirty (30) days from the date of such event or from the date of mailing of written notice from Management.

#### MANUFACTURED HOMES

- 1. A resident's address shall be clearly displayed on the end of the home facing the street with 4 inch black lettering with a white background.
- 2. Window air conditioning units shall not be placed in any window facing a road and shall be self-supporting with no braces running to the home or lot. Central Air units are permitted, but placement shall be approved by Management.
- 3. Resident shall keep, repair and maintain the home, attached and accessory structures and utility buildings in good condition and repair at the resident's expense.
- 4. Residents shall immediately repair any water leaks in or from pipes or fixtures in or under the home.
- 5. Broken windows, doors or exterior light fixtures shall be repaired or replaced by theresident immediately.
  - Exterior surfaces of the home, including the roof, eaves and trim, shall be kept free of mildew and discoloration. They shall be washed, painted, coated or replaced as required.
  - 7. No change in the original color or material of a home is permitted without the prior approval of Management.
  - 8. Upon failure of a resident to take appropriate corrective action, Management may, but has no obligation to, have the necessary work performed and shall have the right to charge the resident the actual cost and expense incurred for materials, equipment and labor. This amount shall be collectable in the same manner as the lot rental amount.
  - 9. All homes must have skirting, the style and quality of which must be approved by Management, shall be white vinyl and shall be installed on an approved base.
  - 10. All homes shall have a minimum 3/12 pitched shingled roof and vinyl lap siding.
  - 11. All homes must be tied down in accordance with applicable law and regulations.
  - 12. All exterior doors must have approved steps or decks with railings on approved foundations.
  - 13. All windows shall have approved blinds, shades or draperies.

## MANUFACTURED HOMES continued

14. The original hitch, axles and tires must remain with each home and stored beneath the home.

## LOTS

1. Lot boundaries vary and are assigned by Management.

2. Resident shall keep, repair and maintain the lot, including, without limitation, the drive, walkway, patio, slab and landscape, in good condition and repair at the resident's expense.

3. There shall be no landscaping, digging, changing of grade or drainage or alteration of any lot without the prior written consent of Management.

- 4. No improper, offensive, hazardous or unlawful use shall be made of any lot or home thereon, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any other resident, guest or invitee of the Community.
- 5. The Operator, Management or their agents may enter the lot on which the resident's home is located to inspect and maintain utilities, to protect the Community and its residents, or to maintain the lot in accordance with the rules and regulations of the Community when the resident fails to do so. Entry may also be made into a resident's home to inspect and maintain utilities, to inspect and make ordinary, necessary or agreed to repairs, alterations or improvements to the home, or to supply necessary or agreed to services.

## **HOME ALTERATIONS AND/OR ADDITIONS**

- No home shall be enlarged by any addition and no resident or owner of a home shall make any improvement, addition, or alteration to the exterior of the home, including, without limitation, the painting of the exterior, without the prior written approval of Management.
- 2. No addition shall be used as a residence.
- 3. Awnings, carports, garages, and decks shall not be erected prior to submitting detailed drawings, indicating the size, style, material, name and phone number of contractor, and receiving the written consent and approval of Management.
- 4. There shall be no interior changes to the original home that would not be in compliance with the HUD building code and/or change the home from its original design as a 2 or 3 bedroom home.

## **ACCESSORY STRUCTURES**

- 1. No fencing is permitted without the prior written consent of Management.
- 2. No laundry may be hung outside the home unless it is on an aluminum, manufactured laundry umbrella rack, the placement of which must be approved in advance by Management. No more than one (1) rack shall be permitted per lot.
- 3. No drying of laundry may be hung outside the home which is visible from the street.
- 4. One freestanding pre-fabricated wood utility building, subject to the placement, tie down, style and quality thereof first being approved in writing by Management, shall be permitted. No utility building shall be larger than 12' by 12'. No more than one (1) utility building shall be permitted per lot.
- 5. No temporary structure shall be permitted to be installed on any home or lot including, without limitation, awnings, carports, and plastic enclosures.
- 6. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall be erected, constructed, placed or permitted to remain on any lot unless first approved in writing by Management. Satellite dishes that are one meter or less in diameter are permitted, provided, however, that the placement thereof shall be in the rear of the home, not visible from the street, and integrated with the home and surrounding landscape to the extent that reception of an acceptable signal would not be unlawfully impaired.

## UTILITIES

- 1. No resident will tamper with the Community utility connections or utility areas.
- 2. All water or sewer leaks shall be reported immediately to Management and repaired as soon as practicable.
- 3. No foreign materials, including, without limitation, disposable napkins or diapers, may be disposed into the sewer system. Damage or required service will be the financial responsibility of the resident causing the damage requiring repair and or/replacement. This amount will be charged in the same manner as the lot rental amount.
- 4. Propane or fuel oil containers installed on a lot shall be securely but not permanently fastened to prevent accidental over-turning. Placement of the container will be at the rear of the home and installation and placement shall be approved by written consent of Management.
- 5. New homes entering the community or homes replacing the furnace, water heater, range, oven or stove top shall be all electric or natural gas (if available). Use of propane or fuel oil shall not be permitted.
- 6. Because of the existence of underground wires (electric, phone, cable), water and sewer lines, no digging or excavation shall be permitted for any purpose, including, without limitation, the planting of trees or shrubs, without the prior written consent of Management.
- 7. Each resident shall pay for all utilities and maintain all connections to the Community main, including heat tape, at the resident's expense.
- 8. Damage to Community main connections, including, but not limited to, electric meters, breakers, water meters, and water hydrants, caused in whole or part by a resident's failure to maintain home connections, shall be promptly repaired by the resident at the resident's expense. This amount will be charged in the same manner as the lot rental amount.

## RUBBISH, STORAGE AND FIRE PROTECTION

- 1. Each resident shall regularly pick up garbage, trash, refuse or rubbish around the resident's lot and shall cooperate with Management to pick up and dispose of trash in the common areas of the Community in order to maintain a clean, healthy community.
- 2. All garbage shall be wrapped in securely closed plastic bags and placed in individual containers which shall be rodent proof and watertight and kept in an area not noticeable from the street.
- 3. Garbage to be collected at the curb may be placed out after 5:00 pm on the day before scheduled collection, but not sooner, and any container must be removed on the collection day as soon as possible after pick up and shall be the same day as collection.
- There shall be no dumping of rubbish, appliances or furniture anywhere within the Community except where designated. Only day to day rubbish is to be disposed of. Large items, including, but not limited to, appliances, furniture and Christmas trees, are the financial responsibility of the resident and the resident shall make arrangements to have these items hauled away.
- 5. Propane gas containers may not be stored on any lot or in any home in the Community.
- 6. The area beneath the home shall not be used for any storage except the original hitch, axles and tires of the home.
- 7. Open patios shall not be used for storage or as a workshop.
- 8. No material that could present a fire hazard or attract insects or rodents is permitted to be stored under or around a home in the Community.
- 9. Open, retail manufactured patio fire pits are permitted only with Management's prior approval. Patio fire pits are to be self-contained, covered and supervised at all times when in use. Open fire pits, direct burning on a lot, or the use of any unit for burning is forbidden.
- 10. Each resident is required to have a properly functioning fire extinguisher kept in the home at all times.

## PERSONAL CONDUCT

- 1. No peddling, soliciting or commercial enterprise is permitted in the Community without prior written consent of Management.
- 2. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the home, lot or common area of the Community, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any resident, guest or invitee of the Community. No use or practice shall be permitted which interferes with the peaceful occupancy or proper use of the homes and/or lots in the Community.
- 3. Loud parties, radios, stereos, television or other excess noise are prohibited.
- 4. The use of bows and arrows, firearms, BB guns, slingshots, large knives, firecrackers or fireworks shall be strictly forbidden in the Community. No hunting is permitted within the Community.
- Trapping of animals, including, without limitation, skunks and raccoons, shall not be permitted. A resident shall contact Management regarding any problems involving nuisance animals.
- 6. Complaints shall be delivered to Management in writing on an incident report form prescribed by Management.

## **INSURANCE**

1. Neither Operator nor Management nor their agents, employees or insurers shall be responsible for accidents, injuries, or loss of property by fire, theft, wind, floods or other natural acts which are beyond their control. The resident shall maintain insurance in the amount of not less than Twenty-Five thousand dollars (\$25,000.00) per person, One Hundred thousand dollars (\$100,000.00) per incident, for premises liability. The resident shall indemnify and hold harmless the Operator, Management and their respective agents, employees and insurers for any damage or injuries resulting to persons or property in the Community not caused by the negligence of Operator or its agents or employees.

## **LOT RENTAL CHARGES**

Different rental rates for lots within the Community may be charged in the sole
discretion of the Operator based upon lot size and/or location, or upon other factors
which could be utilized in establishing values of lots.

## **ACKNOWLEDGMENT**

These Community rules and regulations may be amended by the Operator at any time. The effective date of an amendment shall be at least thirty days from the date written notice is served upon the residents of the Community.

Any violation of these rules and regulations shall be grounds for removal of the home and eviction from the lot, home, or Community.

The undersigned hereby acknowledge(s) that I/we have read and received a copy of the rules and regulations of the Leaders Manufactured Home Community and that any breach of the same by me/us or members of my/our family shall be construed to be a failure to perform an express condition of the term of our tenancy.

Signed and acknowledged on:	
Resident	Management or agent for Management
Resident	