Hidden Cove
Management, LLC

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RULES AND REGULATIONS

WELCOME!! We hope your stay is a long and happy one. It is the sincerest desire of Hidden Cove Management, LLC, (hereinafter "Community Operator") to provide you with a comfortable and enjoyable place in which you can live and raise your family. The following Rules and Regulations (hereinafter "Rules") are necessary in order to have a neat, orderly, and attractive manufactured home community. It is essential that every member conduct himself or herself in a manner that will aid in this total cooperative effort. Repeated minor offenses or any major offense will be construed as sufficient reason to require any family or persons concerned to move out of the community. The Rules and Regulations are herby incorporated by References into the your Lease Agreement.

YOUR RIGHTS AS A RESIDENT AND YOUR MANUFACTURED HOME COMMUNITY OPERATOR'S RIGHTS ARE PROTECTED BY SECTIONS 4781.36 TO 4781.52 OF THE REVISED CODE, WHICH REGULATE RENTAL AGREEMENTS IN MANUFACTURED HOME COMMUNITIES.

Community Operator offers Equal Housing Opportunities. We are pledged to the letter and spirit of U.S. and Ohio policy for the achievement of equal housing opportunity throughout the Nation and the State.

The legislature of the State of Ohio and the Public Health Council, Department of Health require that the operator of a manufactured home community adopt Rules governing the operation and maintenance of the manufactured home community. Community Operator has adopted the following Rules:

A. General Occupancy Rules

1. **Any new resident and/or occupant of a manufactured home located within the manufactured home community must be registered at the office and be approved as a resident before moving into the community.** An application fee shall be charged to residents moving into the manufactured home community to cover the costs of credit and background checks performed by Community Operator prior to the approval of said residents. All occupants 18 years of age or older must complete a background check.
2. Resident agrees that Resident has examined the common areas, demised premises, and any structures contained thereon and accepts the same in its present condition and that Community Operator or Community Operator's agents have made no representations except as herein expressly set forth. The taking possession of the demised premises and/or signing these Rules shall be conclusive evidence, as against Resident, that said premises, structures, and common areas were in good and satisfactory condition at that time.
3. **A current copy of the title of your home must be provided to Community Operator** showing the current ownership of the home within fourteen (14) days of moving into the manufactured home community. In addition, you must provide and update, within fourteen (14) days of a change, the following: the name of the owner and all inhabitants of the home, the ages of all inhabitants of each

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home, the permanent and temporary post office addresses of all inhabitants of each home, the license number of each home, the state issuing each such license; and the make and model of each home.

4. No manufactured home shall accommodate or be occupied by more than two (2) persons per bedroom.
5. A Resident who is absent from the premises for thirty (30) or more consecutive days without first notifying Community Operator, and who is in default of rent, will be considered to have abandoned the property and Community Operator, at its sole option, may dispose of the property and all remaining personal property as provided by law. Further, Community Operator shall have the right to disconnect any services (i.e. water, gas, etc.) it deems necessary to protect and maintain the proper functioning of said services.
6. Those persons seeking an accommodation for a disability must notify Community Operator of the need for an accommodation and explain the accommodation needed. Community Operator reserves the right to request verification that the accommodation or modification is necessary for your use and enjoyment of the premises, a description of the proposed modifications, proof that they will be done in a workman-like manner, and evidence that you are obtaining any necessary building permits.
7. Resident shall not permit any individuals who are not listed as authorized occupants on the lease agreement or who have not received prior written approval by Community Operator to reside at the premises. Any additional occupants and/or co-Residents must meet all application and screening criteria as determined by Community Operator and be approved for occupancy prior to occupying the premises.
8. Resident shall occupy and use said premises and appurtenances in a careful, safe, and proper manner and shall not permit said premises to be used for any unlawful purpose, the sale or manufacture of alcoholic beverages, or the creation of a nuisance or in any way that will injure the reputation of the premises or the building of which they are a part.
9. The premises shall be used for residential purposes only. Commercial businesses, including solicitation, are prohibited within the mobile home community.
10. Community Operator requires thirty (30) days written notice that you will be moving out of the community (this is in addition to the 10 days written notice if they will be selling or removing a home as provided in Section (I) below). Failure to do so results in the forfeiture of your security deposit. Such notice and security deposit forfeiture is not a release. Such notice does not allow for the early termination of any lease agreement between Community Operator and Resident. **Inquire with Community Operator as to your options for disposal of your home if you intend on moving out of the community.**
11. All approval from Community Operator for variances required under these Rules must be received in writing.
12. All notices required by this agreement shall be in writing. The Community Operator shall send said notice (1) via regular U.S. Mail and addressed to the Resident at the last known post office address or addressed to the demised premises OR (2) via hand delivery to the Resident by handing it to the Resident or another adult occupant at the premises or by leaving it at the premises OR (3) by taping the notice to the main door of the home OR (4) via electronic mail if an address was provided by Resident. Notice need be sent to only one Resident or Community Operator where Resident or Community Operator consists of more than one person. All notices required to be served by Resident to Community Operator shall be mailed to Community Operator at 25021 Aurora Road, Bedford Heights, Ohio 44146 or at such other place the Community Operator may designate.
13. **Resident's county taxes must be paid in full.** If taxes are not paid in full, Community Operator may bill the taxes directly to the Resident's account and, once collected, remit the payment to the county. Community Operator may, at its option, charge a processing fee for this service. This fee will appear as a separate line item on the Resident's account. Failure of the Resident to keep current on County taxes or pay the processing fee may be considered a material rule violation of your lease.

B. Common Areas

1. Common areas, including entrances, walks, lawns, driveways, and roads shall not be obstructed or used for any purpose other than ingress and egress. Resident shall not leave any belongings in the common

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areas.

2. Resident is not permitted to add, improve, remove, or otherwise alter existing walks, lawns, driveways, roads, or other common areas without express written permission from Community Operator.
3. The common areas shall not be used for recreation of play, except those expressly designated for such use. Use of the playground and playground equipment is prohibited after dusk and before dawn. The use of the playground and playground equipment carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The use thereof is voluntary indicates that the Resident, the Resident's children, and/or the Resident's guests understand, appreciate, and knowingly assume all such risks. Resident shall indemnify and hold the Community Operator harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of the use of the playground and playground equipment and agree to reimburse the Community Operator for any such expenses incurred.
4. All curfew requirements as provided for in the Bedford Heights Codified Ordinances, including but not limited to Section 509.11 of those Ordinances, as amended, shall be enforced in the community. No minor under the age of sixteen (16) years shall loiter, idle, wander, stroll or be in or upon any common area between the hours of 10:00 p.m. and 6:00 a.m. of the following day. No minor under the age of eighteen (18) years shall loiter, idle, wander, stroll or be in or upon any common area between the hours of 12:00 midnight and 6:00 a.m. of the following day on Friday or Saturday or between the hours of 11:00 p.m. and 6:00 a.m. of the following day on Sunday through and including Thursday. The provisions of this section do not apply to a minor accompanied by a parent, guardian or other adult person having the care and custody of the minor, or to a minor upon an emergency errand or legitimate business directed by a parent, guardian or other adult person having the care and custody of the minor.
5. Resident and/or Resident's occupants, guests and/or visitors shall not throw, deposit, or sweep any litter into any common place within the mobile home community. **Resident shall clean up any litter or garbage left on their leased premises or in the common place in front of their leased premises following trash pickup.**
6. The serving or consuming of alcoholic beverages is prohibited on all common areas of the mobile home community.

C. Conduct

1. **Resident shall be responsible and liable for the conduct of Resident's occupants, guests, and/or visitors.** Acts in violation of the lease agreement, addendums and/or these Rules by a Resident's occupants, guests, and/or visitors may be deemed by Community Operator to be a breach by Resident. Resident and/or Resident's occupants, guests and/or visitors shall not engage in any conduct that disturbs the peaceful enjoyment of other Residents right to enjoyment of the premises.
2. All radios, television sets and other electronic media devises must be kept at a reasonable level of sound that is not plainly audible to persons other than the operator of the device. **At no time may the level of sound interfere with other Residents right to enjoyment of their leased premises.** Live music and disk jockey equipment are prohibited from being used outside the home. Vehicles within the Community are prohibited from playing music that can be heard outside the vehicle. Community "quiet hours" are from 9:00pm until 8:00am the following day. During Community quiet hours, no electronic devices or other activities that may disturb the peaceful enjoyment of other Residents shall be used or conducted outside the home. During this time no noise should be heard from outside Resident's home. If management receives a noise complaint, Resident agrees that Community Operator has sole discretion over what noise is considered reasonable level. Resident agrees that on the first offence, Resident may be fined $100, on the second offence Resident may be fined $250 and/or served a material violation which may terminate Resident's lease in the community and result in eviction.
3. **No Resident, Resident's occupants, guests, and/or visitors shall enter or "cut through" another Resident's leased premises** unless being done to access, maintain, or tend to their own home. Resident may not leave any personal belongings, tools, or other items in another Resident's leased premises.
4. Any criminal conduct engaged in by Resident and/or Resident's occupants, guests, invitees, visitors

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and/or associates at or near the premises is strictly prohibited and is a material breach. Any threats made by Resident and/or Resident's occupants, guests, invitees, visitors and/or associates to cause physical harm to anyone, including, but not limited to, Community Operator's employees, agents, contractors, or other Residents and/or other Resident's occupants, guests invitees, visitors, and/or associates is strictly prohibited and is a material breach. Any threats made by Resident and/or Resident's occupants, guests, invitees, visitors and/or associates to cause physical harm to any property is strictly prohibited and is a material breach of this lease.

5. No person shall obtain, possess, or use a controlled substance, unless dispensed under a physician's prescription, in the community.
6. Anyone convicted of a felony that is a violent offense as that term is defined by Section 2901.01(A)(9)(a) of the Ohio Revised Code, as amended, is prohibited from occupying the community as a Resident, occupant and/or guest/visitor for any period of time.
7. Resident acknowledges that Community Operator does not permit sex offenders and/or child-victim offenders to occupy the community as residents, occupants, and/or guests/visitors for any period of time. Prior to signing the lease agreement, Community Operator has relied on Resident's statements that neither Resident's name nor the name of any occupant appears or is required to appear on any agency's registry of sex offenders and/or child-victim offenders. Regardless of the proximity of the premises to any school, preschool or child day-care center, Community Operator prohibits any person from occupying the premises as a Resident, occupant and/or guest/visitor for any period of time if such person's name appears or is required to appear on any agency's registry of sex-offenders and/or child-victim offenders or if such person has been charged with, convicted of or plead guilty to a sexually-oriented offense or child-victim offense. If during any lease or lease renewal term, Resident or any occupant becomes required to register as a sex offender and/or child victim offender or is convicted of or pleads guilty to a sexually oriented offense and/or child victim offense or if Resident allows any such person to be in the premises as an occupant or guest for any period of time, Resident agrees that Resident and all other occupants and guests/visitors shall vacate the premises within 3 days and return possession of the premises to the Community Operator. Resident shall remain liable for ongoing rent and other fees as set forth in this Lease until the premises has been re-rented or the lease expires, whichever comes first. Resident's failure to comply with the provisions set forth herein is a material breach of this lease agreement and may subject Resident to an eviction action. Community Operator's failure to inquire or to otherwise ascertain the sex offender or child-victim offender status of any Resident, occupant or guest shall not constitute a remedy of Community Operator's remedies hereunder.
8. If Community Operator is assessed a fine by the City or any other governmental agency due to Resident's action or inaction, Resident is responsible to pay said fine within fourteen (14) days of receiving notice of the fine from Community Operator. Resident's failure to pay said fine within the fourteen (14) days is a material breach of this lease. If Community Operator is assessed fines two or more times due to Resident's action or inaction, Community Operator has the right to terminate this Lease.
9. Except as expressly permitted under Ohio law concerning the lawful licensing for the carrying and possession of a handgun, deadly weapons and dangerous ordinances are strictly prohibited in the mobile home community.
10. Fireworks are strictly prohibited from being used in the community.

D. Exterior/Interior of the Home

1. **All exterior changes to your lot or home must be approved <u>in writing</u> by community operator before the change takes place.** This includes, but is not limited to, new or replacement sheds, new or replacement decks or steps, new or replacement awnings, and painting the outside of your home. Best practice is to the ask the Community Operator before making any exterior changes to your home or lot.
2. Resident is not permitted to add, improve, remove, or otherwise alter existing walks, lawns, driveways, roads, or other parts of the leased premises that are owned by Community Operator without express written permission from Community Operator.

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3. **The Resident, at Resident's own expense, shall maintain the premises in a good, clean, and orderly condition**, free of waste, trash, unauthorized personal items, household items, interior furniture, appliances, construction material, and other abuses. All alterations and repairs made by the Resident to the exterior of the home or the premises shall require the prior written consent of the Community Operator.
4. **The Resident's home, and all parts thereof, along with all equipment and facilities appurtenant to the home, shall be neat and clean at all times and must be maintained in good repair and shall be capable of performing the function for which such structure or part of any feature thereof was designed or intended to be used.**
5. The Resident's home must comply with all home standards set by the Ohio Manufactured Homes Commission including Chapter 4781 of the Ohio Revised Code and the Rules promulgated thereunder.
6. **Painting of the exterior of your home must first be approved in writing by Community Operator.** No more than two colors, in addition to the white skirting, may be used when painting a home. Skirting must be white and may not be painted. Community Operator has sole discretion to approve or decline exterior paint color choices.
7. *See Appendix for Visual* **All homes must be underpinned around the entire perimeter of the home with skirting designed and manufactured exclusively for said home.** Underpinning must be in perfect order and repaired immediately if damaged. Wood, steel, fiberglass, or other home fashioned materials are not acceptable. Any new installation of skirting must be the **vinyl type of skirting and white in color**. If Resident does not promptly and properly maintain skirting, Community Operator may perform the maintenance and charge Resident's account and /or issue a fine to Resident's account, which shall be payable with the next rent cycle.
8. **All steps, porches, and decks must be kept in good repair.** All steps, porches, and decks must have railings. The slates on the railings must be spaced no more than three and a half (3.5) inches apart. All steps, porches, and decks must be approved by Community Operator before installation. With the exception of new home installations or those homes that currently have them and are therefore grandfathered in, **no steps are permitted onto your neighbor's property from your home.**
9. **Awnings must be approved by Community Operator before installation.**
10. Temporary plastic enclosures are permitted from October 1 thru April 30 to assist with snow and wind management in the winter months. They may only be installed on existing previously approved awnings. Temporary awnings may not be installed. Acceptable temporary plastic enclosures are limited to clear, opaque, or white foldable tarp style plastic that is free of any color pigment. Temporary plastic enclosures must remain secure, fastened, clean in appearance, and undamaged while installed. Resident agrees to remove a temporary plastic enclosure without notice from Community Operator on or before the deadline. Failure to do so may result in a daily fine or be considered a material violation of these rules. Management reserves the right but has not obligation to, remove any temporary or permanent enclosure that does not conform with the Lease or community rules.
11. Permanent enclosures around decks and awnings may be permitted with written approval by Community Operator. Electric, water, sewer, or any kind of heat source are strictly prohibited within enclosures. Any materials used to construct a permanent enclosure must be designed and sold for the intended purpose of outside construction and finishing. Doors and windows are permitted on enclosures but must be designed and sold for the purposes of outdoor construction and finishing. Corrugated plastic is specifically prohibited from being used as a finishing enclosure siding material. Construction must be done in a workman-like manner. Resident is responsible for obtaining any necessary building permits. The finished appearance must be clean and kept in good repair. The finishing colors must be white or match the colors on Resident's home and must be approved by Community Operator in advance. Any enclosures that exist without express written permission from Community Operator and does not comply with this rule at the time this rule takes effect shall be given a notice that they must comply with the rule or remove the existing enclosure. Failure to do so may result in a daily fine or be considered a material violation of these rules.

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12. Home additions are prohibited.
13. Resident shall be responsible for proper cleanup and disposal, in accordance with EPA guidelines, of any light bulbs, gas, oil, and propane tanks, or other such similar items deemed a threat to the environment. By accepting the premises, Resident waives and agrees to indemnify and hold harmless for, any and all claims against Landlord relating to such exposure.
14. Prior written approval from Community Operator is required before the installation of any exterior equipment, including but not necessarily limited to air conditioners, satellite dishes, and antennas. No signs, advertisements, or notices shall be placed or permitted to remain upon any part of the home or premises without the prior written consent of the Community Operator. **Satellite dishes must be mounted to the Resident's home or in the Resident's lot at least three (3) feet from a neighbor's home.**
15. **Each lot must have a mailbox that displays the number of said home and each home must display the number of said home on the exterior of the home in a location easily visible from the closest common street.** Numbers must be in a style and material approved by the Community Operator. Numbers must be kept in good repair and fully adhered to the home or mailbox. Resident shall not put his/her name in any entry, passageway, vestibule, mail box, hall or stairway of the building except in the proper places provided and in the style and material approved by the Community Operator.
16. Hitches must be concealed. Those hitches, which are detachable, must be stored under the home. No storage is allowed under the home other than for such trailer hitch or tongue parts.
17. Each home must have a minimum of one (1) smoke detector adjacent to each sleeping area in each home. All homes must have at least one (1) operable fire extinguisher rated with sufficient effectiveness to handle the type and size of any fire that may occur in the home. At a minimum of every (6) six months you must check the smoke detector and fire extinguisher to ensure that they are fully functional and in working order.
18. **Only standard shades, blinds, curtains, drapes or other normal window treatments are permitted.** Insulation, wood, bed sheets, newspapers, towels, etc. shall not be used as window coverings. Windows in doors and bathrooms do not need window coverings. If windows in bathrooms do not have coverings, the window must be opaque or frosted. All other windows must have window coverings. **All window coverings visible from the street must be kept in good repair and not appear broken, damaged, or soiled.**
19. Only standard steel, aluminum, or rubberized roofing material will be authorized as re-roofing material. Homes manufactured to HUD code 1976 and later with factory installed shingled roofing material will be authorized to re-roof with shingled roofing material. All roofing improvements must be first approved by the Community Operator.
20. The bathrooms and other water apparatus (including but not limited to toilets, bathtubs and sinks) shall not be used for any purpose other than that for which they were constructed. **Resident shall not throw sweepings, rubbish, rags, paper, ashes, adult and baby wipes, feminine products, and/or other substances in water apparatuses.** Any damage resulting to the water apparatus, pipes, and or common areas from Resident's misuse or neglect of any nature or character whatever shall be paid for by Resident. Further, Community Operator shall have the right to remedy and address any conditions caused to the common area, which result from the aforementioned acts or omissions, and bill the cost of said reasonable remedial efforts back to Resident.
21. *See Appendix for Visual* Community Operator shall provide for trash pickup at designated times and places as deemed appropriate by Community Operator. Resident shall place all waste in no more than two (2) garbage cans in a size no more than fifty five (55) gallons purchased and provided by Resident each week. If trash carts are provided with the lot, they are the property of the trash pickup company. **Resident shall be responsible for the care of trash pickup company carts while Resident leases the premises.** If excessive damage is caused to the trash cart or if the trash cart becomes missing and a fee is assessed to the Community Operator by the trash pickup company, the Community Operator may bill Resident's account for the fee. Reimbursement must be made to Community Operator within 14 days. **Resident shall place said garbage cans or trash carts in the street and either in their parking space or in front of their**

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parking space only. Cans and carts may not be placed in front of a neighbor's home or in or in front of a neighbor's parking space. Trash may be set out no earlier than noon on the day before the regular trash collection day and removing said garbage cans or trash carts within 12 hours after pick up.

22. **The disposal of bulky, large, and/or hazardous items including but not limited to appliances, air conditioners, furniture, mattresses, box springs, tires, batteries, construction materials, trimmings from the lawn, trees, or gardens, and leaves shall be the sole responsibility of Resident.** It is not included in the trash pickup service. Storing such items on your lot, including under your home, and the dumping of such items on the premises is strictly prohibited. Resident agrees that Community Operator, or one of its appointed agents, may remove any aforementioned or inappropriate items should Resident not remove the item itself after receiving notice from Community Operator. Resident agrees to pay a removal fee associated with this service within 14 days of being billed. Check with Community Operator. They may offer a removal service for certain bulk items.
23. **Upon written approval by the Community Operator, each lot is permitted one (1) standard shed** not to exceed ten (10) feet by twelve (12) feet and ten (10) feet in heights. Any such shed shall be at least five (5) feet from a neighbor's home, shed, awning, or addition.
24. Approved patio furniture, one outside cooking devices kept in good repair, one lawn mower, and outdoor children's toys are permitted to be stored outside the home as long as they are kept in a neat, orderly, and clean condition. All other items, including but not limited to other equipment, automotive parts, and approved children's pools must be stored in the home or approved shed when not in use. Personal items, chemicals, cleaning supplies, buckets, and other household items must be stored in the home or approved shed when not in use. Appliances, operational or not, are not permitted to be kept outside
25. **Approved pools with a depth of twenty-four (24) inches of less must be emptied and overturned each night.** Pools with a depth in excess of twenty-four (24) inches are prohibited. Community Operator may issue a fine or remove any pools that are not in compliance.
26. Trampolines are prohibited.
27. There shall be no cooking or baking done except in a kitchen or on approved outside cooking devices. Open exterior fires, whether for cooking, burning of refuse, or recreation are prohibited.
28. **Each Resident shall be responsible for the care of their own sidewalk, driveway, patio, balcony, or deck areas.** All such areas must be kept clear of debris, snow, and ice. All nuisances including but not limited to noxious or poisonous weeds, refuse, and stagnant surface water, shall be promptly removed or abated by Resident. Community Operator reserves the right to remove or abate any such nuisances if Resident fails to do so promptly and properly. Resident shall reimburse Community Operator for costs of any such removal.
29. *See Appendix for Visual* **Resident shall maintain all foliage and vegetation on their lot at their own expense. Vines are not permitted to grow up the sides of homes, awnings, sheds, or other structures on the lot.** Existing trees and shrubs must be properly trimmed and maintained regularly. They may not grow into a home, awning, shed, or other structure. Community Operator reserves the right to remove or abate any such nuisances it deems necessary if Resident fails to do so promptly and properly. Community Operator may assess a fine to Resident if Resident fails to maintain foliage or vegetation promptly. Resident shall also reimburse Community Operator for costs of any such removal, mitigation, or service.
30. *See Appendix for Visual* **Lots must be mowed, raked, and maintained on a weekly basis.** Grass shall not be permitted to grow in excess of six (6) inches anywhere on the lot including against skirting or homes. **Resident is responsible for maintaining all grass on their lot up to and against their neighbor's home and skirting, between Resident's home and the street, and behind Resident's home.** Weed whackers may not be used to mitigate grass or other nuisances against skirting. Resident shall use weed killer against their neighbor's home but no further than 4" into their own yard. Grass yards may not be killed or removed. Community Operator reserves the right properly maintain Resident's grass if Resident fails to do so promptly and properly. Resident agrees to pay Community a fine and fee for this service and the costs shall be billed back to the resident.

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31. Resident is allowed to have a single consolidated vegetable garden. Vegetable gardens may measure no larger than 8' x 53' and must be at least 3' away from a neighbor's home. Trees and stalk style plants are prohibited. Vegetable gardens must be removed, cleaned up, and free of any dead plants or rotting produce on or before October 31 of each year without notice from Community Operator. Vegetable garden fencing is permitted. It shall be no taller than 32" and must be see through. Vegetable garden fencing must be removed on or before October 31 of each year without notice from Community Operator. Failure to remove a vegetable garden or vegetable garden fencing by the required date may result in a daily fine, may be deemed a material rule violation, or may be removed by Community Operator at the cost of Resident.
32. Resident shall not make any landscaping changes, including the plating, removal, or trimming of trees and the plating and removal of bushes without prior written approval from Community Operator. **No new trees shall be permitted.**
33. Laundry work shall be done only in the areas provided for such purposes. Community Operator shall not be liable for any loss, damage, or injury to persons or property from whatever cause as a result of Resident's use of the laundry areas and/or the equipment therein. Resident is responsible for cleaning up after the use of the laundry equipment and is not permitted to create a waste of any utility or cause any damage to the equipment or the surrounding area.
34. Resident is responsible for all pest control. Community Operator reserves the right to remedy any failure by Resident properly eradicate any such pests. Resident must cooperate fully with Community Operator and/or its exterminating service company relative to treatment and prevention of infestations is a material breach of the Rules and Community Operator may, at its option, terminate the Lease. Resident agrees to cooperate with Community Operator and/or its exterminating service at all times. Cooperation shall include, but is not limited to, permitting Community Operator and/or its exterminating service access to the premises for the purpose of inspection, spraying, baiting or other type service deemed necessary by the Community Operator and/or exterminating service company to control and/or rid the premises of insects, rodents or other pests. In addition, Resident must strictly comply with any instructions given by Community Operator and/or its exterminating service company, including but not limited to, preparing the premises for treatment and/or preventing further infestations. In the event that Resident fails to comply with the instructions given by Community Operator and/or its exterminating service company, Community Operator and/or its exterminating service company may undertake any steps necessary to prepare the premises for treatment and/or prevent further infestation. Resident shall be liable to Community Operator for any costs associated with Resident's failure to comply.
35. **The feeding of animals outside (either domesticated or wild) is prohibited.**
36. Animal trapping by anyone other than Community Operator or Community Operator's agent is prohibited. If there is an issue, Community Operator should be notified promptly. Community Operator or its agents will maintain and operate all traps.
37. **No new permanent fences are permitted in the community.** Existing fences are grandfathered in and must be maintained in good repair and working order. Existing fences which are not properly maintained must be removed. All fences must be removed prior to Resident giving notice of the intention to sell the home in order for any such sale to be approved.
38. <u>*See Appendix for Visual*</u> **Decorative fencing is allowed.** Decorative fencing must be able to be lifted in and out of the ground easily and by hand without tools. Its purpose may not be to confine animals or children to a space. It must be either black or white. It's style it must be either picket or rounded at the top. It must be uniform. You must be able to see through the fencing materials so that the view of your yard is not obstructed. No screening may be used. When placed in the front of your yard along the road it may be no higher than 32". When placed in the back of your yard it may be no higher than 42". **Decorative fencing must be at least 3 feet away from a neighbor's home.**
39. Any person hired to do work on a home must be properly licensed and bonded. Community Operator is not responsible for the hiring of such persons, and any claims, injuries, or defects in work are solely the responsibility of the Resident. All work must be performed in accordance with State and local codes

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and insurance of such is the responsibility of the Resident.

40. Any employee or agent of the Community Operator doing work at a home of the Resident, whether by explicit request or otherwise, shall be deemed the agent of the Resident, and Community Operator shall not be liable for any loss, damages or expense that may be suffered.
41. Notwithstanding anything to the contrary contained herein, in the event the home or the lot on which said home is located shall be damaged or destroyed by any cause or means whatsoever due to the negligence of the Resident, Resident's occupants, agents, guests, invitees, visitors or licensees, the repairing of said damage and rebuilding said destruction shall be the sole responsibility of the Resident herein and the Resident shall not be entitled to receive any abatement of rent whatsoever if the demised premises are untenantable in whole or in part. Community Operator may repair or rebuild said premises and charge the Resident for the same in the event Resident shall not repair the premises within a reasonable time of said damage or destruction.
42. **In the event Resident commits waste or fails to keep the premises in a good condition as required, the Community Operator, its agents or employees, may enter the premises and restore it.** The Resident agrees to pay the Community Operator on demand the expenses of the Community Operator in restoring the premises to its original condition. Community Operator, or its agents or employees, shall have the right to enter described premises with notice designated herein for repairs, emergencies, delivery of packages, showing of the premises, and all other reasonable circumstances. With the exception of emergencies, notice of entry shall be presumed reasonable if given 24 hours in advance and by diligent efforts of the Community Operator, or its agents and/or employees, to contact Resident either in person at the premises or by calling at the telephone provided by Resident to Community Operator.
43. **Surveillance cameras are only permitted if they are pointed towards and/or recording Resident's leased premises.** They are not permitted to point towards and/or record your neighbor's yard or leased premises. If the Resident's camera is in violation of this provision, the Community Operator may remove the camera or direct the Resident to remove the camera.

E. Utilities

1. Commencing with the date on which Community Operator delivers possession of the Premises to Resident, **Resident shall be responsible for Water, Sewer, Electricity, Gas, Cooking Gas, Telephone, Cable, Internet, and any other such services.**
2. Water and Sewer services are sub metered and bills for such services shall be due on and upon the same terms as rents under the lease agreement.
3. **Resident is responsible for all sewer lines and pipes in their home and under their home up until the point the sewage enters the crock. Resident is prohibited from putting any items down sewer drains other than toilet paper. Items expressly prohibited from being put down sewer drains include, but are not limited to, cooking grease, feminism products, paper towels, adult and baby wipes, and other personal hygiene wipes that may be advertised as "flushable."** If an underground sewer backup is found to be affecting only a single lot and the cause of the backup is determined to be something other than an infrastructure issue for which Community Operator is responsible, Community Operator may bill Resident for the cost of clearing the backup to restore service. Resident agrees to pay Community Operator upon demand. Failure to do so is a material rule violation.
4. <u>*See Appendix for Visual*</u> **Resident shall care for and take steps to protect all water lines from the insulated belly under their home to the bottom of the water crock which is below ground level. This includes, but may not be limited to, having those water lines wrapped in heat tape and insulation.** Resident acknowledges that the water meter under Resident's home is the property of the Community Operator and accepts that it is Resident's responsibility to ensure that the meter is properly protected which includes, but may not be limited to, having the meter wrapped with heat tape and insulation. **Resident is responsible for ensuring the heat tape is in good working order from October 1 through April 30. If the water meter under Resident's home freezes and breaks, Community Operator may charge a fee to Resident for the broken water meter.** Community Operator may refuse to install a replacement water meter if the heat tape is not working during required

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months or if Community Operator deems the insulation to be insufficient to protect the meter and community water lines. **All pipes and plumbing within the home are the responsibility of the Resident.** Resident shall promptly repair any such equipment when damaged. Community Operator reserves the right to repair such equipment if Resident fails to do so promptly and properly, and Resident shall remain liable for the costs of any such repairs. Resident shall promptly report to Community Operator any apparent damage to pipes and plumbing not under their control. Resident is responsible for all winterization of pipes and plumbing. Community Operator reserves the right to turn off water to home to minimize loss or damage. All homes must be properly winterized if they will become vacant during winter months.

5. **Prior to delivering possession of the Premises to Resident, Resident agrees to contact the respective utility companies to have each company put said utilities in his/her name.** Resident's failure to transfer utilities into his/her name within three (3) days of taking possession shall constitute a material breach of this lease agreement. If Resident does not transfer these services out of Community Operator's name within 3 days of taking possession of the home, Community Operator may bill back Resident for the bill it receives. Community Operator may charge a processing fee for this bill back. Community Operator may also, at its option, have service terminated. Resident's failure to maintain the aforementioned utilities in his/her name during the tenancy is a material breach of this lease. Resident is responsible for the maintenance and repair of connections, lines and pipes from the point of connection, and tanks. Interruption or curtailment of any service maintained on the premises if caused by strikes, mechanical difficulties or any other cause beyond the Community Operator's control, whether similar or dissimilar to those enumerated, shall not entitle the Resident to any claim against the Community Operator or to any reduction in rent, nor shall the same constitute constructive or partial eviction, unless the Community Operator shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.
6. All utility connections require the prior consultation and approval from authority having jurisdiction, the Ohio Manufactured Homes Commission, and the Community Operator before connecting the home to any utilities and only qualified personnel familiar with local requirements are permitted to make utility site connections.
7. Maintenance of utility tanks is the responsibility of the Resident. Only fuel oil and propane tanks are permitted in the manufactured home community. Unless present on the premises with the knowledge and consent of Community Operator prior to the enactment of these Rules, oil tanks are prohibited. Propane tanks must be used when replacing any such permitted oil tanks. Other than such tanks, no goods or materials of any kind or description that are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation may be taken or placed in a storage area or anywhere else in or at the premises. Storage in all such areas shall be at Resident's risk and Community Operator shall not be liable for any loss or damage.

F. Insurance and Claims for Damage to Person or Property

1. Resident must have insurance on all mobile homes, manufactured homes, vehicles, and personal property.
2. All mobile homes, manufactured homes, vehicles, and personal property belonging to the Resident or to any other person, located in or about the premises and community, shall be there at the sole risk of the Resident or such other person, and neither the Community Operator nor the Community Operator's agents shall be liable for the theft or misappropriation thereof, nor any damage or injury thereto.
3. Community Operator, its agents and employees shall not be liable for and Resident waives all claims for injury to person or property damage sustained by Resident, Resident's occupants, visitors, invitees and/or guests or any person claiming through said persons resulting from but not limited to damage caused by water, snow frost, ice, steam, heat or cold, dampness, falling plaster, sewers or sewage, gas, odors, noise, the bursting or leaking of pipes, and from the operation of plumbing and electrical systems, equipment and fixtures of all kinds, or any act, neglect or omission of other Residents or occupants of the community in which the demised premises are located or of any other person except for negligence

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of the Community Operator and except for Community Operator's failure to make repairs within a reasonable time after Community Operator has received written notice and provided further that said repairs are Community Operator's obligations under Section 3733.10 of the Ohio Revised Code.

4. Resident agrees to protect, indemnify and save harmless the Community Operator from losses, costs or damages sustained by reason of any act or other occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use of the demised premises or any part thereof by the Resident.
5. The use or storage of any vehicle shall at all times be at the risk of the Resident, and Community Operator assumes no liability of the theft, loss, destruction or damage of said vehicle. If Community Operator, or any employee or agent of the Community Operator, shall come to the aid or assistance, whether by explicit request or otherwise, of the Resident, his/her family, guests or other person residing in the described premises, or handle, move, park or drive any vehicle placed in or around the premises, under all circumstances, such employee or agent shall be deemed the agent of the Resident and the Community Operator, Community Operator's agents, or employees shall not be liable for any loss, damages or expense that may be suffered.
6. Interruption or curtailment of any service maintained on the premises if caused by strikes, mechanical difficulties or any other cause beyond the Community Operator's control, whether similar or dissimilar to those enumerated, shall not entitle the Resident to any claim against the Community Operator or to any reduction in rent, nor shall the same constitute constructive or partial eviction, unless the Community Operator shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

G. Vehicles

1. All vehicles (including cars, motorcycles, and trucks) operated or kept on premises for more than twenty-four (24) hours must be registered with Community Operator.
2. **Trailers and boats may not be parked on property even if they are hitched to a vehicle.**
3. *See Appendix for Visual* **Parking is allowed in front of Resident's home and yard only. Parking in or driving through yards or grass covered areas is prohibited.** Only registered vehicles are allowed to be parked on the street in front of homes. Any other vehicles are deemed unauthorized vehicles and may be towed at the owner's expense unless parked in "guest parking."
4. **All vehicles on the premises must bear current license plates and tags as required by law.**
5. Vehicle that are not "street legal" are prohibited. No person shall operate any non street legal vehicle or other such recreational vehicle (including but not necessarily limited to all purpose vehicles, snowmobiles, four wheelers, side by sides, golf carts, and off-highway motorcycles) in the mobile home community. Joy riding around the community in any type of vehicle is prohibited.
6. Except for commercial deliveries, no vehicles, other than homes themselves, in excess of three quarter (3/4) tons are permitted in the mobile home community.
7. **Non-operative vehicles are not permitted in the mobile home community.** Operable means that the vehicle must have air in the tires, have all major components intact, including, but not limited to, windows and windshields, and must be reasonably clean. Any such non-operative vehicle may be removed by Community Operator at the expense of Resident owning same, for storage or public or private sale, at Community Operator's option, and Resident owning same shall have no right of recourse against Community Operator. Vehicles may not be used as storage. No repairs or maintenance of automobiles shall be done on the premises. Vehicles that are leaking oil, antifreeze, or other fluids are prohibited. Repairs to vehicles that require the vehicle to be jacked up is strictly prohibited.
8. **Any vehicles parked on the premises, whether by permission or otherwise, are done so at the Resident's risk and at no risk to the Community Operator**. Any vehicle without a valid tag may be towed from the Premises. Any violation of the foregoing will subject the vehicle to being towed without notice at the vehicle owner's expense. Resident agrees that Community Operator shall not be liable for any damage arising as a result of towing and/or for loss or damage to the vehicle or personal property left therein. Resident agrees to indemnify and hold Community Operator harmless for any claims by

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Resident's guests or invitees for the towing of their vehicles for violation of these Rules and Resident acknowledges that it is the responsibility of the Resident to advise his/her guests and invitees of the proper manner for the parking of vehicles. Community Operator may impose additional parking R18,392.05 ules, including but not limited to, limiting the number of vehicles which Resident or its guests may park on the premises, requiring the use of parking decals on vehicles and/or assigning parking spaces. Community Operator shall not be responsible to Resident for any non-observance of or violations of any covenant or rule as set forth herein by any other person.

9. **The speed limit on all common roads is ten (10) miles per hour.**
10. Noncompliance with any of the terms of the section may result in any of said vehicles being towed from the premises without prior notice at the vehicle owner's risk and expense.

H. Pets.

1. No pets will be permitted to live at the premises without prior written permission from Community Operator. A maximum number of two (2) pet(s) will be allowed to live in each residence within Hidden Cove.
2. At no time shall Resident, Resident's occupants, guests, invitees, visitors, and/or associates bring any animal onto the premises that has been identified as a prohibited and/or banned animal under the law of the State of Ohio, the ordinances of Bedford Heights, and/or by Community Operator. Failure to comply with all health codes, Rules, and/or laws regarding the licensing, maintenance, and care of animals is a material breach of this Lease and may subject Resident to an eviction action.
3. Exotic animals are prohibited. The term "exotic animals" includes snakes, lizards, reptiles, and birds, in addition to any such animals as defined by Section 505.07 of the Codified Ordinances of Bedford Heights, as amended.
4. Any breed that are restricted by City Ordinance or other law are prohibited. If a dog has been designated as vicious shall be removed from the premises. If the Resident is approved for service or support animal due to disability, the Community Operator may require resident to execute a separate Service/Support Animal Addendum.
5. **When outside of the home, any pet must be leashed, in the arms of a responsible person, in an appropriate traveling cage, or otherwise secured.** Resident agrees not to leave their pet(s) unattended.
6. **Resident must keep their pet(s) from being unnecessarily noisy** or aggressive and causing any annoyance or discomfort to others and Resident must remedy immediately any complaints made through the Community Operator.
7. Pet(s) must be removed from the leased premises if the pet(s) is or becomes a danger, nuisance, or annoyance and/or interferes with the rights or enjoyment of other Residents, or because of any noises or damage by the pet(s) or smells emanating from pet(s). Upon request of Community Operator, Resident shall have twenty-four (24) hours to permanently remove said pet.
8. In the event that Resident is found to have a banned animal on the premises, Resident must permanently remove the animal from the premises within twenty-four (24) hours. If Resident's occupants, guests, invitees, visitors, and/or associates bring an animal into the mobile home community that is banned by law, Resident shall be in material breach of the lease agreement. If a pet that was previously approved by Community Operator thereafter becomes banned by law, Resident shall permanently remove the animal from the premises within twenty-four (24) hours.
9. If Community Operator and/or Owner is fined by the City due to Resident's noncompliance with the law as it relates to Resident's pet, Resident shall reimburse Community Operator for the fine. Said reimbursement is due within seven (7) days of receiving notice from Community Operator of the fine. If Resident fails to pay the fine, it shall be considered a material breach of the these Rules and the Lease.
10. **Resident agrees to clean up after his/her pet(s) on a daily basis.** Failure to clean up after pet and/or properly dispose of pet feces may result in a fine as set forth below. If Resident is issued a notice of a fine by Community Operator, the fine must be paid to Community Operator within ten (10) days of receiving the notice. Failure to pay the fine is a material breach of the lease. Notwithstanding any issuance of a fine, the Resident's failure to clean up after his/her pet(s) in and of itself is a material

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breach of the lease agreement and may result in an eviction action.

11. Resident understands that the failure to comply with all health codes, Rules, and/or laws regarding the maintenance and care of animals is a material breach of this lease addendum and may subject Resident to an eviction action.
12. Resident understands that Community Operator may, at its option, revoke its consent to allow Resident to have an approved pet if Resident fails to adhere to the terms set forth in herein and the Lease or any relevant laws. If consent is revoked by Community Operator, Resident shall have 24 hours to permanently remove said animal from the premises.
13. In addition to all other remedies set forth herein and available to Community Operator under Ohio law, upon written notice, Community Operator may require the Resident to permanently remove any animal from the premises within 24 hours. Failure to comply with said notice may result in the initiation of an eviction action.

I. Sale, Installation, Placement, Replacement, and Removal of a Home

1. Resident shall not assign or sublet the leased premises or any part thereof, or permit the use of same by anyone other than an authorized occupant, without the prior written consent of Community Operator and any such consent shall be limited to the instance stated therein and shall not be deemed to constitute a release, waiver or consent or any other assignment, transfer of interest or subletting.
2. Community Operator may collect from any authorized or unauthorized assignee, sublessee or occupant, any rent or charges due by the Resident to the Community Operator under the terms of the rental agreement and Community Operator may apply the same towards the Resident's obligations and such collection shall not be deemed a waiver of the provisions of the rental agreement nor an acceptance of the assignee, sublessee or occupant, as a Resident nor shall it release the Resident form performing any of the terms, covenants and conditions of the rental agreement. The Community Operator shall have no obligation to continue any tenancy, nor shall a tenancy be implied when the Community Operator has not approved the occupant to be resident of the Community.
3. Residents must provide Community Operator with ten (10) days written notice of the intention to sell, install, place, replace, or remove a Home. Upon receipt of said notice, Community Operator reserves the right to inspect the home and lot to determine if any repairs and/or upgrades must be made to bring the home up to community standards. These repairs must be done before sale, installation, placement, replacement, or removal of the home. Resident will remain subject to and liable for the obligations imposed by the Lease until the sale, installation, placement, replacement, removal, possession and title are transferred and completed. Additionally, if Resident is selling the home and the home is remaining in the community, Resident will not be released from the obligations until Community Operator has entered into a lease with the Buyer. Inquire with Community Operator as to your options for disposal of your home if you intend on moving out of the community.
4. If the home is to remain in the mobile home community after a sale, the new Residents must meet all application and screening criteria as determined by Community Operator prior to occupying the premises. Community Operator may refuse to enter into a rental agreement with a purchaser of a home located within the manufactured home community if the new Residents does not meet all application and screening criteria or if Resident violates these Rules or is in breach of the Lease Agreement.
5. If the home is to be removed from the mobile home community after a sale or otherwise, the actual costs and expenses that are incurred by Community Operator in moving the home out of or into the manufactured home community, or in installing the home in the manufactured home community shall be the responsibility of Resident, and must be paid prior to the removal of the home.
6. If the new Resident or home owner does not apply and receive approval from Community Operator prior to Resident transferring title, Resident understands that Community Operator may refuse to refund Resident's security deposit or release Resident from their obligations under the lease.
7. Prior to the installation, placement, replacement, or removal of a home, copies of any necessary licenses required by the Ohio Manufactured Homes Commission along with the name(s) of the licensed installer must be submitted to Community Operator.

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8. All rents, late fees, charges for damages/repairs, and any additional fees assessed to Resident must be paid prior to the sale, installation, placement, replacement, or removal of a home.
9. Any transfer of the title of a home requires prior written approval from Community Operator. The transfer of title without prior written approval from Community Operator shall constitute a material breach of these Rules . Community Operator may offer a title transfer service for a fee.

J. Fines

1. Any violation of these Rules shall be deemed to be material.
2. In addition to, and without limiting any of Community Operator's rights to recover possession of the premises, any violation of these Rules may subject Resident to a fee equal to the greater of the actual damages to Community Operator because of said violation or as follows:
   i) $25 a day until remedied
   (1) If copy of current title is not provided to the office within fourteen (14) days of move in.
   (2) Any change to exterior of home or the premises without prior written approval of the Community Operator as required by these Rules.
   (3) If Community Operator deems home skirting to be insufficient.
   (4) Trampolines and pools with a depth in excess of twenty-four (24) inches are located on the resident's premises or if an authorized pool is not emptied and overturned each night.
   (5) Unregistered occupant living within community.
   (6) If sidewalk, driveway, patio, deck, or Resident's property is not kept in a clean manor clear of debris or any other violation, other than tall grass.
   (7) Illegal animal or not cleaning up animal waste outside of home
   (8) Any other rule violation that is considered continual and ongoing due to an action or inaction of Resident.
   ii) $50 per occurrence
   (1) Any violation of the rules – depending on severity – that is not continual and ongoing in nature and not covered in section iii below.
   iii) $100 per occurrence
   (1) If any other grass, vegetation, or foliage which is the responsibility of Resident is not properly maintained.
   (2) For any domestic disturbance, disorderly conduct, or other such disturbance of the peace
   (3) For jacking up any vehicle in the community.
   (4) Tampering with community property (water meters, water remotes, main water lines, electrical pole, or any other community property).
3. The payment of said fees by Resident shall not prohibit Community Operator from enforcing any of the remedies available to Community Operator for breach of these Rules. Community Operator's failure to enforce the payment of such fees shall NOT be construed as a waiver of Resident's obligation to pay such fees. If Resident is issued a notice of a fee by Community Operator, the fee must be paid to Community Operator within ten (10) days of receiving the notice. Failure to pay the fee is a material breach of the Rules.
4. A separate violation shall be deemed committed each day during or on which a violation occurs or continues.

Community Operator reserves the right at any time to prescribe such additional Rules and make such changes to the Rules set forth and referred to above as Community Operator shall in its judgment, determine to be necessary from the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

- Signatures on Following Page -

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- Hidden Cove Management, LLC: Rules and Regulations Signature Page -

PARK OPERATOR:

_____
Hidden Cove Management, LLC

By:_____
Its Authorized Representative

Date:_____

PURCHASER(S):

_____
Resident Signature

_____
Printed Name

Date:_____

_____
Resident Signature

_____
Printed Name

Date:_____

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