

# 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 "Park Operator") to provide you with a comfortable and enjoyable place, in which you can live and raise your family. The following rules and regulations are necessary in order to have a neat, orderly, and attractive manufactured home park. It is essential that every member conduct himself 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 park.

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

Park 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. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status, national origin, ancestry, and military status.

The legislature of the State of Ohio and the Public Health Council, Department of Health require that the operator of a manufactured home park adopt rules and regulations governing the operation and maintenance of the manufactured home park. Park 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 park must be registered at the office and approved as a resident before moving into the community. An application fee in the sum of Twenty-Five Dollars (\$25.00) shall be charged to residents moving into the manufactured home park to cover the costs of credit and character checks performed by Park Operator prior to the approval of said residents.
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 Park Operator or Park 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 as well as its tax registration number must be provided to Park Operator showing the current ownership of the home within fourteen (14) days of moving into the manufactured home park. 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 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; the living room shall not be used as a bedroom.
5. A resident who is absent from the premises for thirty (30) or more consecutive days without first notifying Park Operator, and who is in default of rent, will be considered to have abandoned the property and Park Operator, at its sole option, may dispose of the property and all remaining personal property as provided by law. Further, Park 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 Park Operator of the need for an accommodation and explain the accommodation needed. Park Operator reserves the right to request proof that the accommodation or modification you have requested will address your needs, 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 Park Operator to reside at the premises. Any additional occupants and/or co-residents must meet all application and screening criteria as determined by Park Operator prior to occupying the premises.
  8. The premises shall be Resident's sole place of residence. 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 park.
  10. Park Operator requires thirty (30) days written notice that you will be moving out of the park (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 Park Operator and Resident.
  11. All approval from Park Operator for variances required under these rules must be received in writing.
  12. All notices required by this agreement shall be in writing. The Park 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. Notice need be sent to only one Resident or Park Operator where Resident or Park Operator consists of more than one person. All notices required to be served by Resident to Park Operator shall be mailed to Park Operator at 25021 Aurora Road, Bedford Heights, Ohio 44146 or at such other place the Park Operator may designate.
  13. County taxes must be paid in full. If taxes are not paid in full, Park Operator may bill the taxes directly to the Resident's account either in whole or in monthly installments and, once collected, remit the payment(s) to the county. Park operator may, at its option, charge a monthly processing fee of \$5.00 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 monthly processing fee will 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 areas.
2. Minors under the age of eighteen years are not permitted to run or play in common areas, except those expressly designated for such use, and are not to be left unattended and are to be supervised at all times while at the manufactured home park. 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 Park 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 Park Operator for any such expenses incurred.
3. 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 park. 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.

4. 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 park.
5. The serving or consuming of alcoholic beverages is prohibited on all common areas of the mobile home park.

### **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 and regulations by a Resident's occupants, guests, and/or visitors may be deemed by Park 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 quiet enjoyment of the premises.
2. All radios, television sets and other electronic media devices must be turned down to a level of sound that does not interfere with other Residents right to quiet enjoyment of the premises.
3. Any criminal conduct engaged in by Resident and/or Resident's occupants, guests, invitees, visitors 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, Park Operator's employees, agents and contractors, 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.
4. No person shall obtain, possess, or use a controlled substance, unless dispensed under a physician's prescription, in the park.
5. 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 park as a resident, occupant and/or guest/visitor for any period of time.
6. Resident acknowledges that Park Operator does not permit sex offenders and/or child-victim offenders to occupy the park as residents, occupants, and/or guests/visitors for any period of time. Prior to signing the lease agreement, Park 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, Park 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 Park 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. Park 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 Park Operator's remedies hereunder.
7. If Park 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 Park Operator. Resident's failure to pay said fine within the fourteen (14) days is a material breach of this lease. If Park Operator is assessed fines two or more times due to Resident's action or inaction, Park Operator has the right to terminate this Lease.
8. Except as expressly permitted under Ohio law concerning the lawful licensing for the carrying and possession of a handgun, deadly weapons and dangerous ordnances are strictly prohibited in the mobile home park.

### **D. Exterior/Interior of the Home**

1. The Resident, at Resident's own expense, shall maintain the premises in a good, clean, and orderly condition, free of waste 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 Park Operator.
2. 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.
3. 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.
  4. Hand or power washing and waxing, and exterior upkeep of the home is essential, and must be done at least once a year.
  5. Painting of your home must first be approved in writing by Park Operator. All homes shall be painted white or a very light pastel color.
  6. 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.
  7. 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 Park Operator before installation. No steps are permitted onto your neighbor's property from your home.
  8. Enclosures on front, side, or back, around doors or on the top of porches, are prohibited. Aluminum awnings are the only type of awnings permitted in the mobile home park, and must be approved by Park Operator before installation.
  9. 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.
  10. Prior written approval from Park 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 Park Operator.
  11. Each lot must have a mailbox 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. 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 Park Operator.
  12. 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.
  13. 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.
  14. Only standard shades, blinds, curtains, drapes or other normal window treatments are permitted. Insulation, wood, bed sheets, etc. are not permitted in the windows.
  15. Only standard 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 Park Operator.
  16. 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 and/or other substances in water apparatuses. Any damage resulting to the water apparatus and pipes from misuse of any nature or character whatever shall be paid for by Resident.
  17. Park Operator shall provide for trash pickup at designated times and places as deemed appropriate by Park Operator. Resident shall place all waste and recyclables in their respective, appropriate containers, placing said containers on the tree lawn no earlier than noon on the day before the regular trash collection day and removing said containers within 12 hours after pick up. No more than two (2) garbage cans in a size less than fifty-five (55) gallon are permitted per lot per week. The disposal of bulky, large, and/or hazardous items including but not limited to appliances, air conditioners, furniture, tires, batteries, trimmings from the lawn, trees, or gardens, and leaves shall be the sole responsibility of Resident. Storing or such items on your lot, including under your home, and the dumping of such items on the premises is strictly prohibited.
  18. Upon written approval by the Park 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. In addition to the storage shed, approved patio furniture and outside cooking devices kept in good repair

- are permitted outside the home. All other items, including but not limited to lawn mowers and equipment, automotive parts, toys, and approved children's pools must be stored in the home or approved shed when not in use. Approved pools with a depth of twenty-four (24) inches or less must be emptied and overturned each night. Trampolines and pools with a depth in excess of twenty-four (24) inches are prohibited.
19. 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.
  20. 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. Lots must be mowed, raked, and maintained on a weekly basis. All nuisances, including grass in excess of six (6) inches, noxious or poisonous weeds, refuse, and stagnant surface water, shall be promptly removed or abated by Resident. Vegetable gardens are permitted only after written approval from the Park Operator. Resident shall not make any landscaping changes, including the planting, removal, or trimming of trees and the planting and removal of bushes without prior written approval from Park Operator.
  21. Laundry work shall be done only in the areas provided for such purposes. Park 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.
  22. Resident is responsible for all pest control. Park Operator reserves the right to remedy any failure by Resident properly eradicate any such pests. Resident must cooperate fully with Park Operator and/or its exterminating service company relative to treatment and prevention of infestations is a material breach of the rules and Park Operator may, at its option, terminate the Lease. Resident agrees to cooperate with Park Operator and/or its exterminating service at all times. Cooperation shall include, but is not limited to, permitting Park 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 Park 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 Park 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 Park Operator and/or its exterminating service company, Park 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 Park Operator for any costs associated with Resident's failure to comply.
  23. The feeding of animals outside (either domesticated or wild) is prohibited.
  24. Animal trapping by anyone other than Park Operator or Park Operator's agent is prohibited. If there is an issue, Park Operator should be notified promptly. Park Operator or its agents will maintain and operate all traps.
  25. No new fences are permitted in the community. Existing fences 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.
  26. Any person hired to do work on a home must be properly licensed and bonded. Park 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.
  27. Any employee or agent of the Park Operator doing work at a home of the Resident, whether by explicit request or otherwise, shall be deemed the agent of the Resident, and Park Operator shall not be liable for any loss, damages or expense that may be suffered.
  28. 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 untenable in whole or in part. Park 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.
  29. In the event Resident commits waste or fails to keep the premises in a good condition as required, the Park Operator, its agents or employees, may enter the premises and restore it. The Resident agrees to pay the Park Operator on demand the expenses of the Park Operator in restoring the premises to its original condition. Park 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 Park 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 Park Operator.

#### **E. Utilities**

1. Commencing with the date on which Park Operator delivers possession of the Premises to Resident, Resident shall be responsible for Water, Electricity, Gas, Cooking Gas, Telephone, Cable, Internet, and any other such services.
2. Water 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. All water meters and pipes and plumbing from the main line to and within the home are the responsibility of the Resident. Resident shall promptly repair any such equipment when damaged. Park 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 Park Operator any apparent damage to pipes and plumbing not under their control. Resident is responsible for all winterization of pipes and plumbing. Park 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. If Resident will remain living in home during winter months, Resident is responsible for ensuring the heat tape is in good working order.
4. 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. 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 Park Operator's control, whether similar or dissimilar to those enumerated, shall not entitle the Resident to any claim against the Park Operator or to any reduction in rent, nor shall the same constitute constructive or partial eviction, unless the Park Operator shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.
5. All utility connections require the prior consultation and approval from authority having jurisdiction, the Ohio Manufactured Homes Commission, and the Park Operator before connecting the home to any utilities and only qualified personnel familiar with local requirements are permitted to make utility site connections.
6. Maintenance of utility tanks is the responsibility of the Resident. Only fuel oil and propane tanks are permitted in the manufactured home park. Unless present on the premises with the knowledge and consent of Park 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 Park 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 park, shall be there at the sole risk of the Resident or such other person, and neither the Park Operator nor the Park Operator's agents shall be liable for the theft or misappropriation thereof, nor any damage or injury thereto.
3. Park 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 park in which the demised premises are located or of any other person except for negligence of the Park Operator and except for Park Operator's failure to make repairs within a reasonable time after Park Operator has received written notice and provided further that said repairs are Park Operator's obligations under Section 3733.10 of the Ohio Revised Code.
4. Resident agrees to protect, indemnify and save harmless the Park 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 Park Operator assumes no liability of the theft, loss, destruction or damage of said vehicle. If Park Operator, or any employee or agent of the Park 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 Park Operator 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 Park Operator's control, whether similar or dissimilar to those enumerated, shall not entitle the Resident to any claim against the Park Operator or to any reduction in rent, nor shall the same constitute constructive or partial eviction, unless the Park 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, trucks, trailers, or boats) operated or kept on premises for more than twenty-four (24) hours must be registered with Park Operator.
2. Parking is allowed in front of Resident's home only. 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."
3. Each home is permitted one (1) registered vehicle free of charge. Each additional registered vehicle will be charged Five Dollars (\$5.00) per month as a registration fee. Given the limited parking availability, permission to register additional vehicles is at the sole discretion of Park Operator.
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, and off-highway motorcycles) in the mobile home park. Joy riding around the park 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 park.
7. Non-operative vehicles are not permitted in the mobile home park. 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 Park Operator at the expense of Resident owning same, for storage or public or private sale, at Park Operator's option, and Resident owning same shall have no right of recourse against Park Operator. Vehicles may not be used to store bulky personal items on a permanent basis. No repairs or maintenance of automobiles shall be done on the premises. Vehicles that are leaking oil and or antifreeze are prohibited. Repairs to vehicles that require the vehicle to be jacked up are 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 Park Operator. Any violation of the foregoing will subject the vehicle to being towed without notice at the vehicle owner's expense. Resident agrees that Park 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 Park Operator harmless for any claims by 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. Park Operator may impose additional parking regulations, 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. Park 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.
11. When requested by snow plowing company, it is the resident's responsibility to move his/her vehicle to an already plowed portion of the community.

#### **H. Pets.**

1. No pets will be permitted to live at the premises without prior written permission from Park 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 Park Operator. Failure to comply with all health codes, regulations, 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. Breeds of dogs that are known to be aggressive are also prohibited (Dobermans, Rottweilers, Pit Bulls, etc).
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 when outside of a home. 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 Park 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 Park 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 park that is banned by law, Resident shall be in material breach of the lease agreement. If a pet that was previously approved by Park Operator thereafter becomes banned by law, Resident shall permanently remove the animal from the premises within twenty-four (24) hours.
9. If Park 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 Park Operator for the fine. Said reimbursement is due within seven (7) days of receiving notice from Park 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. Extra costs for damages caused by pets will be assessed to Resident.
11. 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 Park Operator, the fine must be paid to Park 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 breach of the lease agreement and may result in an eviction action.
12. Resident understands that the failure to comply with all health codes, regulations, 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.
13. Resident understands that Park 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 Park Operator, Resident shall have 24 hours to permanently remove said animal from the premises.
14. In addition to all other remedies set forth herein and available to Park Operator under Ohio law, upon written notice, Park 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 Park 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. Park Operator may collect from any authorized or unauthorized assignee, sublessee or occupant, any rent or charges due by the Resident to the Park Operator under the terms of the rental agreement and Park 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 from performing any of the terms, covenants and conditions of the rental agreement.

3. Residents must provide Park Operator with ten (10) days written notice of the intention to sell, install, place, replace, or remove a Home. Upon receipt of said notice, Park 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.
4. Any such notice does terminate the then current rental agreement between Resident and Park Operator.
5. If the home is to remain in the mobile home park after a sale, the new residents must meet all application and screening criteria as determined by Park Operator prior to occupying the premises. Park Operator may refuse to enter into a rental agreement with a purchaser of a home located within the manufactured home park 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.
6. If the home is to be removed from the mobile home park after a sale or otherwise, the actual costs and expenses that are incurred by Park Operator in moving the home out of or into the manufactured home park, or in installing the home in the manufactured home park shall be the responsibility of Resident, and must be paid prior to the removal of the home.
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 Park Operator.
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 Park Operator. The transfer of title without prior written approval from Park Operator shall constitute a material breach of these rules.

#### **J. Fines**

1. Any violation of these rules shall be deemed to be material.
2. In addition to, and without limiting any of Park 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 Park Operator because of said violation or as follows:
  - i) \$5 a day until remedied**
    - (1) If copy of current title is not provided to the office within fourteen (14) days of move in or any other violation under section (A)(3) of these Rules
    - (2) Any change to exterior of home without prior written approval of the Park Operator as required by these Rules
    - (3) If Park Operator deems home skirting to be insufficient or any other violation under section (D)(6) of these Rules
    - (4) Trampolines and pools with a depth in excess of twenty-four (24) inches on the property
    - (5) Unregistered occupant living within community
  - ii) \$25 a day until remedied**
    - (1) 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, under section (D)(20) of these Rules
    - (2) Illegal animal or not cleaning up animal waste outside of home
  - iii) \$10 per occurrence**
    - (1) If resident does not used trash cans for weekly pick up, if trash can is put out or taken in prior to time designated in rules, or for any other violation under section (D)(17) of these Rules
    - (2) If resident fails to move car for plows during winter months
  - iv) \$25 per occurrence**
    - (1) Broken, illegally stored vehicle, expired plates, unregistered vehicle, illegally parked vehicle, or any other violation under section (G) of these Rules not otherwise provided for herein
    - (2) Wading pool (less than 24" deep) not emptied and turned over at night
    - (3) Any other violation of the Rules
  - v) \$40 per occurrence**
    - (1) If grass is not maintained in compliance with section (D)(20) of these Rules, Park Operator will cut it and charge
  - vi) \$50 per occurrence**

- (1) For any domestic disturbance, disorderly conduct, or other such disturbance of the peace
- (2) For jacking up any vehicle in the park

**vii) \$100 per occurrence**

- (1) Tampering with park property (water meters, water remotes, main water lines, electrical pole, or any other park property).
3. The payment of said fees by Resident shall not prohibit Park Operator from enforcing any of the remedies available to Park Operator for breach of these rules. Park 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 Park Operator, the fee must be paid to Park 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.

Park Operator reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above as Park 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.

**PARK OPERATOR:**

**RESIDENT(S):**

\_\_\_\_\_  
 Hidden Cove Management, LLC  
 By: \_\_\_\_\_  
 Its Authorized Representative  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Resident  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Resident  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_