COMMUNITY RULES AND REGULATIONS

The Community Rules and Regulations ("Rules") of Westerville Estates Manufactured Housing Community, ("Property" or "Lessor") are set forth below.

Lessee, or as used in the Rules, "Tenant," agrees to abide by the Rules and will acknowledge receipt of their copy of the Rules by signing and providing to Lessor the signature page at the end of the Rules.

Onsite Property Manager, or as used in the Rules, "Management" means the person in charge of day-to-day operations of the Property.

Unless otherwise defined, defined terms used in the Rules are as defined in the Lease between Lessee and Lessor.

1. Office hours are 9:00 AM – 5:00 PM Monday- Friday. However, if the 1st falls on a Saturday, the office may be open at a time to be announced.

2. **All rent and service payments are due on or by the 1st of each month** unless otherwise stated. A late fee of $50.00 will be applied after the 5th of each month.

3. Returned checks will be charged a fee of $35.00 plus all late fees. Management will no longer accept checks after three checks have been returned for any reason.

4. A home MAY NOT BE SOLD without prior notice to Lessor of listing the home for sale. Potential buyers must complete an online application prior to the sale of the home.

5. Tenants must give a 30-day written notice that coincides with the end of the lease. If any refund is due to Tenant, it will be mailed out 30 days from the move out date.

* * * DO NOT FORGET TO LEAVE A FORWARDING ADDRESS * * *

6. Do not park or drive in/on the yard, only in the space provided for your home. Anyone caught driving or parked any vehicle in the grass will be charged a $100.00 fine, per occurrence.

7. Under no circumstances shall Tenants tamper with mailboxes, electrical equipment, or any other equipment.

8. Tenants must always maintain their space in a clean and orderly condition. Garbage cans, BBQ grills, bikes, toys, etc. are to be stored behind your home or in an orderly manner outside. No household furniture is to be kept outside at any time.

9. If space maintenance is neglected, Management will inform the Tenant in writing indicating the deficiencies. If corrective action is not taken, Management may have the corrective action taken care of, and the tenant will reimburse the **Property** for all actual cost incurred.

10. Tenant hereby grants the **Property** and/or its agents and employees, access to and authorization to enter the rented premises, home unit and improvements, in an emergency, for the purpose of performing such acts as the **Property** in its sole discretion, deems necessary for the safety of said property and its other Tenants. Tenants shall not hold the **Property**, its agents or employees, responsible for such as performed by the **Property** while acting in such capacity. **Not applicable for Tenant owned homes.**

Initial	Initial	Initial	Initial

11. Tenants must keep trash in a trash can with a lid, and that lid must be able to close or mostly cover the trash inside it. If trash is picked up by the city on specific days, please ensure your trash parcel is put away after trash is picked up by the end of that specific day. Tenants are responsible for trash pickup fees and any additional fees associated with trash negligence. All trash fees are set and assessed by the City and charged to the Tenant accordingly. Excess trash that does not fit inside the provided trash can, will incur a $100.00 fine per occurrence.Fences or other structural construction must be submitted on a Project Application form and submitted to Management for approval.
12. The Lessor/owner will not be responsible for any loss of property caused by fire, theft, wind, hail, flood, or other acts of God.
13. There will be a $300.00 charge per month per person for each person inhabiting the house who is not on the Tenant Contact Information Sheet. This charge is due on or before the 1st of the month. Any person who moves into the home after the initial lease signing will need to apply in the manager's office for approval.
14. Tenants are not allowed to park/store boats, watercraft, trailers, motor homes, campers, or ATV's.
15. Tenants are responsible for their own water, trash, cable, internet, electric and telephone. Where applicable, the Property will cover the cost of stated utilities and bill Tenants back monthly. Also, Tenants must maintain utilities i.e. "electric, water, etc." at all times.
16. Tenants are responsible for maintaining the heat in the home during cold weather. Any damages to the plumbing due to lack of heat will be charged back to the Tenant. **Not applicable for Tenant owned homes.**
17. Tenants are not allowed to perform maintenance or repairs for any reason on rental homes. **Not applicable for Tenant owned homes.**
18. All service calls are to be handled by Management on rental properties. However, if a problem is due to Tenant misuse, neglect, or abuse the service call will be charged back to the Tenant. **Not applicable for Tenant owned homes.**
19. Tenants are responsible for maintaining batteries in the smoke detectors upon initial move-in.
20. Tenants are responsible for keeping A/C filters clean. If Management finds a filter to be dirty during random inspection, it will be changed, and the Tenants account will be fined $25.00. **Not applicable for Tenant owned homes.**
21. There are no yard/garage sales of any kind allowed.
22. NO PEDDLING, SOLICITING, OR ANY FORM OF COMMERCIAL ENTERPRISE WILL BE PERMITTED WITHOUT PROPER WRITTEN CONSENT. No daycare or babysitting of any kind is permitted.
23. KIDS UNDER THE AGE OF 12 MUST BE UNDER PARENTAL SUPERVISION AT ALL TIMES WHEN OUTSIDE THE DWELLING UNIT. A warning will be provided to the primary Tenant before subject to fines.
24. Subletting of the home unit or space, or both, is not allowed under any circumstances without prior written approval from Management.



25. Guests shall be the responsibility of the Tenant whom the guest is visiting. Guests shall be subject to the same rules and regulations as Tenant.

Improvements

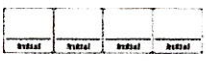
1. Location of home unit must be approved prior to tying down the unit. A plot will be prepared by Management to indicate location of the unit and various utilities. This plan will be maintained inthe files and must be referred to before any subsequent digging is done on the lot. The resident will be held responsible for any damage to the underground utilities caused by digging.
2. Tongues and hitches must be removed and stored under the house.
3. Home units must be skirted, with manufactured skirting, within sixty (60) days after arrival.
4. To maintain consistency and high standards throughout the Community, any major improvements, modifications, or alterations to the home or lot must be requested on a Project Application Form. Examples would be swings, metal or wooden storage structures, porches, entry steps, decks, patio covers, fences, etc.
5. Exterior antennas of all kinds are controlled. Antennas more than ten feet (10') in height above the home are not allowed. No towers are allowed.
6. No sheds/storage buildings over 10'X12'X8' will be permitted. All materials used should be regulation on sheds; on carports it must be steel posts with either steel roofing or shingles; on decks and covers no fiberglass panels are permitted on the roof, only shingles or steel manufactured for awnings for deck roofs.

YARDS

1. Tenants are required to maintain their own yards. This includes mowing the ENTIRE yard as well as keeping grass trimmed around the house, fence, curb, water meter box, and air conditioning units.

2. It is the Tenant's responsibility to treat for all insects in their yard, homes, and around the A/C unit.

3. All yards are inspected weekly by Management. If your yard needs to be mowed or weedeated, the Tenant will receive a notice either by email or a notice on the door. If the Tenant does not comply with the notice by 8 AM the following business day, a fee will be charged back to the Tenant. If the property has a landscaping company that comes to upkeep lawns and your lawn is mowed by the company, you will be charged a mow fee at that time.



TRAMPOLINES & SWIMMING POOLS

If you wish to have a trampoline OR swimming pool on your lot, you will need to have permission from the Management. You will also need to have the following:

1. A copy of Tenant's insurance in the amount of $300,000.00 liability coverage for the trampoline or swimming pool and a copy of the policy will need to be provided via email to info@indemnityprogram.com. Lessor will not be responsible for any trampoline injuries.
2. Trampolines will need to be securely tied down, have a safety enclosure on the sides, and verified by an office employee that it is secure.
3. Pools must be emptied every night.
4. Pools cannot exceed 12 inches in depth.
5. A competent adult must be present at all times while pool is filled.

AUTOMOBILES

1. Speed limit within the Community is posted. The use of any street in the Community for racing or speeding on a motorcycle or any other vehicle will not be tolerated, and the offender will be required to move. Courtesy and safety make it imperative that this rule be adhered to.
2. **NO MAINTENANCE ON ANY VEHICLES ALLOWED**. There will be a $100.00 fine if found working on your vehicle on **Property**. If necessary, maintenance is required to remove car, please check with the Community office.
3. In-operative vehicles will not be allowed and will be removed at the expense of the owner.
4. Tenants are not to store or keep any vehicles not listed on the lease.
5. Do not park vehicles on street or grass.

PETS

1. **Not all Communities are pet friendly, check with the Manager!!**
2. Vicious dogs will NOT be allowed!!!

   No Pit Bulls, Dobermans, German Shepherds or Rottweilers.
3. **NO FERRETS ALLOWED!**
4. THE HOME AT _____ is a Non Pet Home!
5. PETS CANNOT BE TIED TO PORCHES OR PATIOS AT ANYTIME.
6. All Dogs, regardless of size, **MUST BE** always on a leash when in public areas of the community.
7. You must pick up after your pets. Not doing so will incur a $20 fine per occurrence.



CHILDREN

1. Children are not permitted to play in the street, vacant lots, around mailboxes, bus stop, or the office area.
2. Children must always be supervised by a competent adult. Parents are responsible for their children's conduct at all times and failure to exercise adequate control of children will result in eviction.
3. Children under 18 years of age must be on own lot after dark unless supervised by an adult.

PERSONAL CONDUCT

1. Management shall make the sole determination as to the right to evict Tenants who cause a disturbance, become a nuisance, or fail to observe the rules and regulations.Radio, television, or stereos are to be turned down at all times as to not annoy other Tenants. Loud music or loud parties will not be permitted at any time.
2. No public intoxication will be tolerated.
3. Willful or careless destruction of or injury to trees, shrubs, equipment, or any other property in the Community will result in immediate eviction of offender. Payment in full of all damages done to the Property or to property of other Tenants will be required.
4. Tenants are responsible for the actions of their children and that of their guests.
5. There is to be no business conducted in or at any unit on the **Property**.

Rules Part of the Lease

The Rules are believed by Lessor to be necessary for your good health, pleasure, and well-being. These Rules supersede all previous rules and regulations. **These Rules are a part of your lease. NOT observing the Rules are grounds for evictions.**