

Summerville Estates Park Rules and Regulations

Managed by Point Management LLC

To promote the peaceful occupancy, convenience, safety and general welfare of the residents of these parks the following guidelines are agreed to by current and future resident(s) and Point Management LLC.

Consideration and respect for others will help us all make these communities pleasant places to live and to call your personal home. Your cooperation is requested in helping us maintain a clean, attractive, safe home for you and will establish conformity amongst all of our residents.

I. General:

1. All rent is payable by the 3rd of each month no exceptions. Late fees will be assessed for all past due accounts. Only money orders, cashier checks, personal checks will be accepted. Please write your address/lot number on the memo part of the check. No cash payments will be accepted! All checks to be paid at the Summerville Estates office dropbox-2146 Argray Dr. Or go to our park website: www.semhp.com (Click Pay Now top right corner) and create a PayLease account to pay monthly automatically out of your checking or with credit card for small fee to that company.
2. Residents are entitled to the peaceful enjoyment of their lot. Disorderly conduct, abusive language, noisy disturbances, loud music, disrespect to management or others or disregard of the rules and regulations contained herein shall be grounds to be given written warning and/or for immediate removal of all persons committing said offenses from the premises. **Quiet hours are before 8 am and after 10 pm.**
3. Good neighbor clause: All residents have a valid interest in maintaining a pleasant community for our resident and protecting property and people in the community. Your cooperation with the reasonable requests of both management and other residents in your conduct, activities or behavior on the premise will be expected.
4. Every resident shall be responsible for any violations of these rules and regulations and financially responsible for damage caused by their family, their guest or pets. Resident is required to acquaint all guest with park rule and regulations and must accompany them at all times within the park. The resident is personally responsible for all the actions and conduct of their guest. All complaints must be made in writing, dated and signed with address and put in the office dropbox.
5. No assigning or subletting your space/home without the written permission of management. Each new resident over the age of 18 shall first be approved as a resident by management and sign the lease.
6. The use, possession, or trafficking of illegal drugs is prohibited. Ohio law permits the prompt eviction of anyone violating illegal substance laws. Management will pursue violators to the full extent of the law. Use of illegal substance by resident(s) or their guest(s) is grounds for eviction.
7. No person listed on the County sexual predator list is allowed in the park without special written permission from Management.
8. The management and/or owners will not be responsible for accidents, injuries, or loss of property by fire, theft, wind, floods, or other natural acts which are beyond its control.

9. Resident acknowledges that he/she has inspected the premises and hereby accepts them in their present condition and releases management from responsibility or liability for any injury or damage occurring upon or in any way connected with the premises and harmless from any claims for damages that may be caused by the re-entering and taking possession by management upon default in performance or observance of any terms of these rules and regulations.
10. Fireworks are prohibited on the park property and the areas around the park. No fire pits or camp fires are permitted in the park. No BB guns or sling shots allowed in the park.
 - i. Lessee's Initials: _____
11. The management reserves the right to alter these rules and regulations as circumstances require upon seven (7) days prior written notice to residents.
12. No waiver by management of its right to enforce any rent provision herein, after any default on the part of the resident shall be deemed a waiver of management's right to enforce its rights upon any further or other default by the resident in connection with the payment of rent.
13. Residents shall register their current phone number with management. If phone numbers change put in writing and put in Summerville Estates office dropbox.

II. Home Lots:

1. Lots may be inspected periodically by the management. The management reserves their right of **access under homes** onto all lots at all times for the purpose of inspection and utility maintenance.
2. Residents are responsible to keep their yard clean from all paper, bottles, cans and other litter.
3. Installation or planting of any trees, concrete, masonry, or ground cover must be approved by the park Manager. Residents are encouraged to landscape the premises and shall keep the Premises in a clean, attractive and well-kept fashion. All landscaping improvements shall immediately become a part of the realty and belong to park and shall remain upon and be surrendered with the Premises unless otherwise expressly agreed to in writing by the parties hereto. Residents will be responsible to mow and weedeat their own lots starting Spring of 2018. If not management can hire it to be done and bill back residents. If resident does not the lot will be mowed and billed back \$30 per mowing.
4. No changes, alterations or additions to mobile home lots may be made by the resident without written approval of management. Skirting, porches, awnings, and other additions, if approved by the management, shall be maintained in good repair by residents.
5. Residents are responsible for all connections and repairs from the hook-up utility provided to your home and under your home. Residents are responsible to check and have working heat tape in the winters to avoid a frozen water meter or pipes. After heat tape is installed with new water meter any and all expenses due to frozen challenges to fix or replace will be resident's financial responsibility.
6. Only blinds and curtains to be used in any interior window of a home. No blankets, sheets or the like shall be placed in any window. Any broken blinds to be replaced by the resident.
7. Hanging of laundry, clothing, towels, bedding or other such items outside your home is not permitted. No swimming pools of any kind can be in the park.
8. Fences of any kind are not permitted on any new rental space without the prior written permission of management. Management has the right to approve the design, dimensions, heights and material of the fence.

9. Storage of any type, behind, under or around the home is prohibited. No freezers, appliances or upholstered furniture can be installed or placed outside the home without the prior written consent of management. Furniture normally designed for outside use is permitted.
10. Residents may install an approved storage building on their lot to store excess materials, equipment, tools, furniture, trash cans, etc. If a resident has an item that cannot be adequately stored in the storage shed it must be removed from the park. All existing sheds, structures have to be in good exterior condition by the resident. **New sheds you have to apply for Township permit.**
11. If a lot or home is neglected, the management reserves the right to take over its care and bill the resident the actual cost of maintenance.
12. Resident waives all rights to make repairs or improvements to lot or park owned home at management's expense. All alterations, improvement and changes shall be done either by or under the direction of the management or it will be at the cost of the resident and belong to the park when the lot or home is surrendered.
13. Resident represents and warrants that no hazardous substance will be stored or used on lease premises by resident. No fuel, oil or combustible liquids, solids or gases may be stored in the park in quantities great then five (5) gallons total per space other than approved/certified propane tanks. Resident shall pay for any needed removal or clean up and hold management harmless.
14. If a home or other personal property is abandoned by the resident or other person for 30 days and lot rent not paid, management may sell, retain or dispose of the home or other personal property as permitted by Ohio Law.

III. Pets: See Pet Addendum which is part of the park rules & regulations.

IV: Automobiles, Trucks and Other Vehicles:

1. The speed limit in the park is ten (10) miles per hour. No parking in the grass.
2. All motored vehicle must meet State law requirements in order to be operated in the park. No expired tags, inoperable or in a state of disrepair vehicles will be allowed in the park. Such vehicles will be towed at owner's expense.
3. Management reserves the right to forbid entry of any vehicle which is driven or parked in violation of park rules and regulations.
4. No boats, travel trailers, utility trailers or other such equipment shall be stored on individual lots or streets.
5. Motor vehicles may not be repaired in homes spaces or parking areas. An exception will be made for minor repairs not requiring in excess of two (2) hours but does not include oil changes or repairs to fuel systems that would cause leakage of fuel on the ground or asphalt.
6. Any vehicle dripping gasoline or oil must be repaired to prevent damage to the paving, streets or ground. Spills must be cleaned at the expense of the resident and/or guest and according to the Laws of Harrison Township, State of Ohio, and the Federal Government.
7. Residents cannot have trucks with metal, plastic, or scraping materials and debris in back of trucks parked overnight. Management has the right to request to have the vehicle towed out.
8. Unlicensed (By DMV) motor scooters, dune buggies or motorcycles may not be operated in the park. These licensed motorcycles must follow the same rules as the passenger vehicles and also not be excessively noisy.

PET ADDENDUM

WE PRIDE OURSELVES AS BEING A PET FRIENDLY COMMUNITY. WE ALSO CONSIDER ANIMALS A SERIOUS RESPONSIBILITY AND RISK TO EACH RESIDENT. WE EXPECT YOU TO PROPERLY CONTROL AND CARE FOR YOUR ANIMAL; YOU WILL BE HELD LIABLE IF IT CAUSES ANY DAMAGE OR DISTURBS OTHER RESIDENTS.

Park Name: _____

Address: _____

This Pet Addendum becomes a part of the Park Rules & Regulations and Lot Lease and is made and executed by and between the Park Management and the residents named on the Park Rules & Regulations Agreement for the above address, under and pursuant to the following terms and conditions.

In this document, the terms “YOU” and “YOUR” refer to all residents listed below and all occupants or guests, and the terms “WE” and “US” and “OUR” refer to the owner named in the Park Rules & Regulations Agreement and the owner’s agents.

1. All pets residing in home sites prior to **7/1/17** are permitted in the park unless otherwise noted by Management. All other pets must be approved by and registered with management. You are responsible for the animal(s) actions and care at all times. You agree to abide by these rules.
2. You may keep the animal that is described below as long as it is not a pet of dangerous status or exotic by local city, county or state laws or policies in the dwelling until the Lease Agreement expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guest, or any occupant violates any of the rules in the Pet Addendum.
3. **ANIMAL FEE:** A one-time non-refundable pet fee of **\$50.00** per dog will be charged for residents of park-owned homes for all residents who acquire pets after **7/1/17** and will not be considered part of any general security deposit, down-payment or rent described in the lease agreement. The animal fee is not required for certified service animals.

4. ALLOWABLE ANIMALS

- a. Only domestic pets less than 35 pounds are permitted in the park.
- b. No vicious dogs or dogs known to be vicious will be permitted as that is defined by Ohio law. No exotic animals may be kept in the community, including snakes, etc. No dangerous animal or animal which presents a health or safety risk to the community and/or its residents will be permitted.
- c. No dogs defined as a nuisance dog, dangerous dog, or vicious dog by the Revised Code 955.11 are allowed on the premises. Certain breeds of dogs including but not limited to Doberman pinschers, German Shepherds, Rottweilers, chows and bulldog breeds including pit bulls are not permitted due to their size and/or aggressive natures. However the above stated restrictions do not apply to pets in the park before the effective date of these rules.

5. ANIMAL RULES

- a. No more than 2 pets per household will be allowed.
- b. All cats and dogs must be licensed with the local animal control agency and must kept current on their vaccinations/inoculations as required by applicable Ohio or local law.
- c. Cats and dogs must wear collars and proper identification at all times.
- d. The animal must not create any nuisance or disturb the neighbors or other residents.
- e. Pets must be kept inside your mobile home if unattended (outdoor only pets are prohibited). When outside, pets must be kept on a leash and under your supervision. Pet kennels, cages and doghouses are prohibited.
- f. No animal breeding or commercial enterprise or activity is allowed on the premises.
- g. It is your responsibility as the pet owner to pick it up your animal's waste and dispose of it immediately (as soon as it is made) and properly in a suitable closed container to be picked up for trash collection.
- h. We or our representative or the local animal control may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- i. You shall not be entitled to replace an existing pet or acquire any additional pets without the prior written consent of Management.
- j. Feeding and caring for or otherwise aiding stray animals is prohibited. Please keep all food/water for your pet(s) inside your home.
- k. We have the right to make reasonable changes to the animal rules from time to time.
- l. **Any and all service animals are required to have their "Service Animal" badge/ID on at all times when outside the home.**

6. RULE VIOLATIONS AND COMPLAINTS:

- a. If you, your guests, or any occupant violates any rule or provision of this Pet Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises.
- b. You must immediately and permanently remove the animal from the premises if we receive reasonable complaints from a neighbor or other resident or if we, in our sole discretion determine that the animal has disturbed neighbors or other residents.

7. EMERGENCY: In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the veterinarian for treatment, at your expense.

8. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC

- a. The additional dog fee under this Pet Addendum does not limit resident's liability for property damages, cleaning, deodorization, de-fleaing, replacements, or personal injuries.
- b. You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, de-fleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them. Payment for damages, repairs, cleaning, replacements, etc, are due immediately upon demand.
- c. As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You will indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

- d. When you move out, if necessary, you'll arrange and pay for de-fleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless at how long the animal was there.

- 9. **EMOTIONAL SUPPORT & SERVICE ANIMALS: We honor support & service animals.** If a pet is a certified service animal. You are responsible for submitting the confirmation from your doctor including their address and phone number. The animal is not allowed in the park until all documents submitted have been accepted by management.
- 10. **MULTIPLE RESIDENTS:** Each resident who signed the Park Rules & Regulations and Lot Lease Agreement must sign this Pet Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Pet Addendum, even if the resident does not own the animal.

Please provide a brief description below of each pet to be housed in your home:

\$50 registration fee for all dogs and cats.

Pet #1: **Type/Breed/Weight** _____
Name _____

Pet #2: **Type/Breed/Weight** _____
Name _____

NO PETS. Please check the box to the left if the resident does not currently have any pets.

EXECUTED on the date herein above written. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING. Each adult resident (over the age of 18) of your mobile home must sign this Pet Addendum.

Resident Signature Print Name Date

Resident Signature Print Name Date

SUMMERVILLE ESTATES LLC

RESIDENT FOLLOW UP AND RECEIPT CONFIRMATION OF PAPERWORK

Address: _____ Dayton, OH 45414.

As new resident(s) of Summerville Estates you need to do the following before occupying your home:

1. Electric: DP&L, 800/433-8500. Call to put in your name and turn service on.
2. Water/Sewer/Trash: No action needed to put into your name. No deposit due. Metron meters have been installed under each home. These meters are read every hour by Metron. Provide us an email address you want to use for an account on their website www.waterscope.us. We will have Metron set up your account and you will be emailed a login and temporary password. You can view your water usage every hour/day/week/month, set up auto emails for usage, etc. Metron bills you directly every month for your water/sewer/trash usage. You pay this amount to Point Management LLC when you pay your lot rent.
3. Post office: Go to the Northridge Post Office at 5150 Payne Avenue, Dayton, OH. 937/274-5695. 8:30 a.m. – 5:00 p.m. \$30 for lock. Go fill out application for new key/lock. Pay them at the post office. They will change out the lock and then call you when your new keys are ready to be picked up from the post office.
4. Future lot payments: Decide how you are going to pay your monthly lot rent through PayLease/Cashpay.
 - a. Online or by credit card through PayLease
 - b. CashPay ID number to pay at a CashPay retail location.

ALL LOT RENT PAYMENTS PAYABLE TO POINT MANAGEMENT LLC. Go to our website: www.semhp.com (Click Pay Now top right corner) and create a PayLease account to pay monthly automatically out of your checking or with credit card for small fee to that company. Or request a CashPay ID card and pay at a CashPay retail location.

- c. Use yellow envelopes to make future payments if you drop your payment off at the Summerville Estates office. Make sure to complete the back of the envelope and sign/date it each month. Contact Christopher Pelletier 937/540-5507 to obtain yellow envelopes. Place payment in locked Dropbox outside of the Summerville Estates office located at 2146 Argray Avenue, Dayton, OH 45414.

This is to confirm that the resident(s) have received a copy of the following paperwork:

1. Lot lease – 6 pages
2. Rules & regulations – 8 pages
3. _____

Resident Signature Print Name Date

Resident Signature Print Name Date