



Community Covenants

Troy Villa MHC LLC

Version 3.0
Effective 05/01/2023

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Introduction & Purpose:

The following Community Covenants, governing the Troy Villa Community (hereinafter referred to as “Community” and “Licensee”, alternately), have been prepared in accordance with the law to provide all Tenants (hereinafter referred to as “Residents”) with sensible, reasonable and responsible guidelines to follow while residing at the Community so that proper order can be maintained, and so that the rights and privileges of Residents will not be left undefined. Community Management will, to the best of its ability, enforce these Covenants in a fair, non-discriminatory, consistent, and uniform manner. These rules and regulations serve as an addendum to your lease agreement. Residents must respect policies, procedures, and guidelines that have been developed regarding Residency and the use of Community facilities. When Residents agree to abide by these Covenants they contribute to the positive wellbeing of the Community and all its Residents.

Where required by law, “Community Management” and “Licensee” alternately refer to “Landlord”, “Residents” refers to “Tenants”, “residency” refers to “tenancy” and “Covenants” refers to “Rules and Regulations”. Community Standards or other standards mentioned in these Covenants refer to written standards, which are available upon request from the Community office. These standards are subject to change. All approvals, including Resident Design Approvals, required in these Covenants must be in writing.

Community Management reserves the right to terminate any Resident’s residency at the Community for any violation of the Community Covenants in accordance with state and local laws.

CONTACTS

Main Office Phone: (419)-837-6929
Main Office Fax (419)-837-9925
Emergency Maintenance Line (419)-277-0625

OCCUPANCY AND REGISTRATION

1. Entry Requirements: Troy Villa Community Entry Requirements are the written, nondiscriminatory criteria for resident selection which are applied equally to all purchasers and prospective residents. Prospective purchasers and residents must:

- A. Intend to personally occupy the home;
- B. Not exceed the capacity of the home; All bedrooms shall consist of a minimum of fifty (50) square feet of floor area and bedrooms designed and certified for two (2) or more people shall consist of seventy (70) square feet of floor area plus fifty (50) square feet for each person in excess of two (2);
- C. Not intend to use the premises for an illegal purpose or for any purpose including any purpose that would disturb the quiet enjoyment of the other residents of the park;
- D. Be financially fit, as defined by the Application for Occupancy Qualifying Guidelines. Troy Villa requires a credit report demonstrating a recent history of honoring contractual payment obligations in a timely and proper manner along with a background check;
- E. Select for purchase a mobile or manufactured home at the time of sale or foreclosure which is safe, sanitary, and in conformance with aesthetic standards [the "Park Standards" - The Licensee reserves the right to require the removal of a mobile home being sold whose age and condition does not meet the Park Standards as permitted by law.];
- F. Not be a resident or lessee on another Troy Villa Community home site unless Management approval has been obtained. Subletting of homes or home sites is not permitted;
- G. Have not previously been evicted for non-payment of rent, violation of reasonable rules or regulations, and/or violation of law;
- H. Not have a criminal record; and/or
- I. Not have other lawful grounds to deny residency (see qualifying guidelines in the resident application).

2. Application Process: PRIOR to occupancy, all prospective Residents and or roommates must:

- a. Complete an Application for Occupancy and execute all forms & fees provided by Community Management.
- b. Receive an approval for residency by Community Management in accordance with current Qualifying Guidelines.
- c. Be named on the Lease Agreement.
- d. Sign the Lease Agreement if 18 years of age or older.
- e. Obtain approval for their pet and list that pet on the Lease Agreement.

Any change in occupancy must be approved by Community Management, and an amended Lease Agreement may be required to be signed by all occupants 18 years of age or older. Individuals failing to comply with these requirements shall be deemed trespassers and shall be immediately removed from the Community.

3. Termination of Residency: Any misrepresentation on the Application for Occupancy to lease a home or home site at the Community is grounds for termination of a Resident's tenancy and all parties involved, at the Community Management's discretion. As approved by law, the Community has the right to terminate any Resident's tenancy at the Community for any violation of the Community Covenants, Community Standards, or Lease Agreement.

4. Subletting: No Resident may sublet his/her home or home site; take in boarders; or permit anyone other than persons or pet(s) listed on the Lease Agreement to live on the premises. Guests are allowed to visit Residents for not more than 30 days total per year. Guests must register with Community Management if staying in Community more than 72 hours.

5. ACCESS & FOUR-SIDED INSPECTIONS: Community Management, or its Agent, reserves the right to enter upon a home site after giving reasonable notice and waiting a reasonable period of time, to perform a "four-sided" inspection of each home and home site to determine compliance with these Rules & Regulations; dismantle and/or remove any non-compliant and/or improperly maintained or unsafe structure, enclosure, canopy, awning, fence, rubbish, materials, junk or unregistered vehicles, bottles, and/or debris; to enforce the terms of the Troy Villa Community Standard Lease and/or the provisions of the Troy Villa Community Rules and Regulations, Entry Requirements, and Standards; and to comply with a lawful governmental directive.

- A. In an emergency, the Licensee or his designee can enter upon a home site to help prevent imminent danger to the occupant or the home or the home site (advance notice not required).
- B. Any costs incurred by the Licensee or Community Management/ or his Agent to achieve compliance with the Troy Villa Community Standard Lease and/or Troy Villa Community Rules and Regulations, Entry Requirements, and Standards become additional rent.

RENT COLLECTION:

Rent payments are accepted as money orders, personal checks or certified funds and can be remitted to the office dropbox. Additionally, you may pay your rent online at www.TroyVillaCommunity.net or sign up for automatic withdrawal service. We also offer the ability to process rental payments in the office with a credit card/debit card with a 3.5% processing fee. It is your responsibility to render rental payments before the due date. Consistent late payments may be grounds for lease termination and eviction action.

RESIDENT & VISITOR CONDUCT

All Residents, guests and visitors must respect the rights of others to enjoy the quiet and peaceful use of the Community. All Residents, guests, and visitors must act in an orderly and respectable fashion and not engage in disruptive behavior. The following examples of prohibited conduct will not be tolerated and these standards shall apply to all Residents, guests and visitors. Any Resident engaging in this, or similarly, disruptive conduct will be expected to stop immediately or will be served with a Notice of Violation. Engaging in prohibited conduct may result in eviction, as permitted by law.

- 1. Business Activities:** Peddling, soliciting, or conducting any commercial enterprise or profession by a Resident anywhere within the Community is not permitted.
- 2. Damage and Destruction:** Willful damage or destruction of any Community property or any Resident's property within the Community is prohibited. The commission of such acts may cause the Resident's Lease Agreement to be terminated. Residents are encouraged to fill out a written report if they are witness to any such incidents or behavior.
- 3. Firearms and Fireworks:** There shall be no attempt to intimidate, threaten or harm anyone with a weapon by any resident or guest. The use of any type of weapon including, but not limited to, firearms, BB guns, slingshots, knives, and bows and arrows is prohibited. Residents are prohibited from lighting and using fireworks in the Community.
- 4. Gambling:** Gambling as defined by law is prohibited.
- 5. Alcoholic Beverages:** Any and all consumption of alcoholic beverages shall be reserved to the confines of one's home and home site. Public drunkenness, drunk driving, or improper conduct stimulated by alcoholic consumption is prohibited. **Alcoholic beverages are prohibited in all Community public areas including, but not limited to, the Clubhouse, Playground and the Swimming Pool Area.** Violations of this nature in community areas may result in the withdrawal of the resident's privilege to use community facilities. Community facilities are offered as a courtesy to residents and not a right. Residents are also responsible for their guests & children in this regard.
- 6. Controlled Substances:** The selling, possession, manufacturing, intent to deliver, sell and/or use of controlled substances; the driving of vehicles under the influence of same; or, the conduct of oneself in a disruptive manner while under the influence of such substances, are prohibited.
- 7. Noise:** Excessive noise or loud parties that disturb the peace and quiet enjoyment of the premises for other Residents will not be permitted. This includes noise made by voice, radios, stereo systems, televisions, and musical instruments or other noise-making apparatus.
- 8. Health Codes:** Violation of applicable health codes or ordinances is prohibited.
- 9. Animals:** With the exception of bird feeders, the feeding of wild animals within the Community is prohibited, and Residents are discouraged from doing anything to attract wild animals into the Community. **DO NOT FEED STRAY CATS.** If you are caught feeding a stray cat, we will issue a Material Rule Violation. If the feeding continues after the first warning, a monthly pet fee, per animal, in the amount of \$20.00 may be charged and billed to you as additional rent until proof that the cat has been removed from the property is provided to Management.
- 10. Yard Sales:** No yard, patio, porch or other sales of one's personal property is permitted within the Community unless approved by Community Management.
- 11. Home Safety:** Any condition, or material, that constitutes a fire hazard will not be permitted. Each home will contain all safety equipment required by law.
- 12. Fire Pits:** Fire Pits, Open Flame or any style campfire are strictly prohibited. Burn rings or fire pits are not permitted to be on or stored on any home site at any time.
- 13. Electronic Devices:** Any electronic device that interferes with general radio, television or other common household electronic devices is not permitted. For the privacy of all residents, drones are not permitted to be operating on the property.
- 14. Trespassing:** Residents are prohibited from trespassing on occupied or vacant homesites.
- 15. Harassment:** Residents are prohibited from harassing other Residents, their guests, and Community Management. If such behavior occurs, Community Management may terminate the Resident's Lease Agreement.
- 16. Curfew:** No child under the age of 18 shall be outside of the boundaries of their respective home site after 9 PM.
- 17. Supervision of Children:** Children under sixteen (16) years of age must always be supervised by a parent, guardian or caregiver at least eighteen (18) years of age in any common areas of the Community. Playing on the home sites of other Residents without their permission is not permitted. Children must comply with all applicable Troy Villa Community Rules and Regulations and the applicable terms and conditions contained within the Troy Villa Community Standard Lease. Children are permitted to ride their bicycles on Troy Villa Community roads, as long as it is not disrupting the normal flow of traffic within the Community. Failure to supervise one's children, including children assigned to one's care, will result in a Notice of Violation.
- 18. Disruption of Management:** Any resident, guest of a resident or child of a resident that disrupts Management's ability to perform necessary actions or repairs necessary for the continued, safe operating of the Community, including but not limited to, disturbance or harassment of the leasing office, maintenance staff, any employee or designated volunteer, will be subject to a Material Rule Violation, fine, and possible legal or eviction action. Approaching maintenance staff during the performance of duties including, but not limited to, completing water reads, underground work, grounds work, or while at the Maintenance Barn, is strictly prohibited. Residents may follow the necessary grievance procedure stated on page 14 of this document for any issues they may need addressed.

19. Commercial Activities Homes at Troy Villa Community can only be used as a residence and for activities that do not create additional traffic, noise, fumes, vibration, visual characteristics, waste, water or sewer consumption, abnormal electric requirements, antennas or antenna towers, TV or radio interference, hazardous substances, or any other trait or characteristic that would distinguish the home, or the activity within the home, from a home used exclusively for residential means and from homes within the Community not used for commercial activities. Permitted home businesses must be owned and operated by the residents of the home. Acceptable home occupations include:

- A. Traditional handicraft based businesses, provided that there are no on-site wholesale or retail sales, no signs, and no banners (the marketing and sale of the handicrafts must be performed off of Troy Villa Community property.)
- B. Vehicle-based businesses provided that (i) the tools and inventory are fully contained on the business vehicle, (ii) the vehicle is normally driven to the customer site to produce the goods or services of the business; (iii) the vehicle is of a 1 ton rating or less; (iv) the vehicle does not routinely tow a trailer on Troy Villa Community property; (v) the vehicle is parked on the home site in the proper location on the home site's parking area; (vi) there is no storage of tools or equipment on the home site other than that which is stored on the vehicle; (vii) the conduct of the business causes no extra traffic at Troy Villa Community; (viii) repairs and maintenance to the vehicle are performed off of the premises; (ix) the vehicle is properly licensed, insured, and has all required pollution certificates; and (x) there are no signs or banners on the home site identifying the business.
- C. Desk-based businesses, provided that the principle contact with customers and clients is via telecommunications or at the facilities of the customer off of Troy Villa Community property, and there are no signs and no banners identifying the business.
- D. Additional constraints: (i) A home business at Troy Villa Community is not permitted if such a business requires frequent routine Parcel Post, UPS, or other truck delivery services; (ii) Homes shall not be used for material storage, inventory storage, equipment storage, on-home site equipment repairs, on site retail operations, on-site direct sales, offices that will be visited by clients, or for similar activities; (iii) Any illegal activity will not be permitted; (iv) In the event of conflict with Perrysburg zoning regulations, the more stringent regulation shall prevail; (v) No employees, other than the residents of the home site, shall be permitted; (vi) Yard sales are not permitted (except when the Community sponsors a yard sale within the Community); and (vii) Loading, handling, and movement of materials shall not cause any noise that can be heard off of the home site.

PETS

Only domesticated dogs or cats are permitted as pets. Pets must be licensed and properly vaccinated in accordance with local ordinances and be approved by Community Management and listed on the Lease Agreement. Pets must wear a tag bearing the owner's name and wear any licensing and vaccination tags.

Pets must be on a leash at all times when outside and may not be left unattended outside the home or in a screened-in porch.

- 1. Dog Breed and Size:** Community Management reserves the right to determine the acceptability of any pet.
- 2. Aggressive/Unruly Behavior:** Any pet that shows signs of aggression or that the owner is unable to control will not be permitted to reside in the community or at the owners homesite. Any pet that causes harm to another or a resident will be removed immediately and not permitted back on the property.
- 3. Noise:** Noisy or unruly pets, or those that instigate complaints will not be allowed to remain in the Community.
- 4. Common Areas:** Pets are not allowed on neighbors' home sites without permission. **Pets are NOT permitted in the Pool Area, or in the Office Building, at any time.**
- 5. Clean-up:** Pet owners are responsible for the removal of all pet excrement or litter from the home site or from any place in the Community that the pet may be exercised by its owner.
- 6. Liability:** Pet owners will be liable for all damages caused by their pet.
- 7. Exotic Pets:** No exotic pets, including but not limited to, snakes and wild animals, are allowed.
- 8. Signs:** No "BEWARE OF DOG" or similar signs are permitted.
- 9. Pet Enclosures:** No outdoor pet enclosures are permitted.
- 10. Fees:** Community Management reserves the right to charge and change pet fees at any time.
- 11. Pets must be leashed with supervision at all times, without exception.**
- 12. Owner Failure:** Any pet owners that fail to abide by the rules and regulations herein, as well as those set forth in the Lease Agreement, will receive a violation and the pet will no longer be permitted to occupy the home or home site. Failure to remove the pet will result in eviction action.

PARKING & VEHICLES

Motor vehicles must be parked in the OFF-STREET areas provided to each Resident, or in designated areas within the Community. ON-STREET parking is NOT PERMITTED. Parking on lawns, patios, home runners or any area of the home site other than the designated parking area is prohibited. No trucks, trailers, or recreational vehicles or boats shall be parked on any manufactured home lot. It is the responsibility of the Resident to clear streets of parked cars whenever requested by Community Management. Parking within 10 feet of any fire hydrant is prohibited.

- 1. Vehicle Size Requirements:** Parking is provided only for passenger vehicles in good operating condition, currently licensed, with no more than two axles. No vehicles with a load capacity in excess of one ton will be parked within the Community, unless prior approval has been given by Management, except when making normal deliveries.
- 2. Resident Home Parking:** A parking area for no more than 2 vehicles will be provided for each home site. Any additional parking installation must first be approved by Community Management and will be at the sole expense of the resident. A formal written request must first be submitted before any work or alterations are made to the property. It is not the responsibility of Troy Villa to provide additional parking due to vehicles in excess of the 2-vehicle maximum. Resident vehicles parked on empty home sites may be towed without notice at the resident's expense and considered trespassing.
- 3. Visitor Parking:** Visitors are defined as non-residents/guests remaining in the Community less than 24 hours. Visitors must park in areas designated by Community Management and may park no more than 24 hours. Residents are not permitted to park on vacant homesites unless prior approval has been received from Management. Community Management reserves the right to allow or prohibit residents use of any vacant home site for any reason.
- 4. Repairs and Maintenance:** To help maintain the desired "quiet nature" of the Community, and to protect and enhance the aesthetic attractiveness of Troy Villa, automobile, truck, RV, and boat maintenance and/or repair is ONLY permitted if PRIOR approval from Community Management has been obtained. Furthermore, the repair must be completed within 12 hours. Vehicles are not permitted to sit on jacks at any time unless during an approved repair procedure. Oil changes and drainage of antifreeze are not permitted. Auto washing will be permitted in the parking area located at the home site.
- 5. Other Vehicles:** Motorcycles, mopeds and motorized scooters are permitted, provided they are used only for ingress to and egress from the Community and properly licensed and plated. Storage of these vehicles must either be in an approved shed or in the designated parking space. Off-road vehicles, snowmobiles, or unlicensed vehicles will not be allowed to operate in the Community. Trespassing upon homesites or community areas while in operation of these vehicles may result in issuance of Material Rule Violations and legal prosecution if applicable.
- 6. Vehicle Covers:** Only commercially-produced vehicle covers are permitted.
- 7. Traffic Control:** Residents must observe all traffic control signs and drive in a safe and responsible manner. **The speed limit through the entire community is 10 MPH and is strictly enforced.**
- 8. Removal:** Unregistered vehicles, inoperable vehicles, vehicles with flat tires or on jacks, or illegally-parked vehicles are subject to removal or disabling by Community Management in accordance with local laws, at the Resident's expense.
- 9. Noises:** All vehicles must be properly muffled with engine and exhaust noise kept to a minimum. Engines will not be "raced", "gunned", or "revved" in a manner that will disturb the peace and quiet of the Community.
- 10. Recreational Vehicles and Boats:** No person may sleep or live in any type of recreational vehicle within the Community, unless written approval is given by Management. In no case may a recreational vehicle be attached to water and sewer connections unless such vehicle is an RV on a designated RV lot with an applicable lease in effect. Recreational vehicles and boats may be parked in home site parking areas up to 12 hours with prior approval from Community Management. Otherwise, recreational vehicles will be parked only in the Recreational Vehicle Storage Area. See RV storage area for more details.
- 11. Non-Motorized:** Bicycles, skateboards, scooters, and rollerblades must be operated in accordance with all local safety requirements in a non-disruptive manner and must not, in any way, cause destruction of Community property.
- 12. Inoperable Vehicles:** Unregistered and/or uninsured motorcycles, automobiles, trucks, and any noisy, dangerous, junk, inoperable, abandoned, rusty, disassembled, or severely damaged motor vehicles are neither permitted at Troy Villa Community, or to be stored on a Troy Villa Community home site and/or in the RV Storage area. Any such vehicle will be towed by Management at Resident's expense and without notice.

HOMES & HOME LOT STANDARDS

- 1. Exterior of Home:** Siding, skirting, roofing, decks, steps, screened-in porches, and windows must be maintained in good repair and in a safe and attractive condition. Homes must be pressure-washed or painted if required by Community Management via written request.
- 2. Windows:** Windows are not to be covered with foil, paper, blankets, cardboard, wood, metal or other nontransparent substances or materials. Appropriate curtains, blinds, or shades will be the only window coverings permitted. Any broken blinds, curtains, etc.. shall be removed or replaced to avoid Material Rule Violation. Materials of a commercial nature designed to reduce or eliminate glare and harmful sunrays may be installed to

the manufacture's specifications on the interior of the home only. All window screens must be kept in good repair. Stacking of boxes, furniture, or other items against the interior windows, so as to appear unsightly from the exterior of the home, is prohibited.

3. Screened Porches, Decks & Awnings: Screened porches should contain customary patio furnishings and not be utilized as a storage area. Any home furnishings not meant for outdoor use will not be permitted on decks or patios.

4. Clotheslines: Only collapsible or umbrella type clotheslines are permitted in the Community and shall be used at the rear of the home site. No materials other than clothing, linens, or towels are permitted to be hung on an exterior clothesline. Clotheslines must be collapsed immediately after use.

5. Storage: Bicycles, tricycles, wagons, scooters, wading pools, lawnmowers, power tools and other mechanical devices or toys must be stored in the home or in a storage shed when not in use, in a manner such that they cannot be seen from the road.

6. Large Equipment: Swing sets, basketball hoops, trampolines, playhouses, hot tubs, kiddie pools (whether inflatable or not) taller than 1 foot, are NOT permitted.

7. FENCES: Chain link fencing and solid privacy fencing is not permitted. Steel, plastic, wire, and wire mesh ARE NOT PERMITTED.

8. INSURANCE, CONTRACTOR'S LIABILITY, & WORKMAN'S COMPENSATION INSURANCE — It is agreed that the Licensee shall not be responsible to the resident for the non-observance or violation of any rules and regulations, and/or local, county, or state laws, by any other resident or tenant including relatives, guests, visitors, and pets of other residents and tenants. Each resident shall have an adequate policy of "Fire and Extended Coverage" insurance and reasonable general public liability insurance, including coverage for fuel oil spillage, on his/her home and home site. Each resident will be required to provide suitable evidence of insurance to the Licensee upon request. Each resident is responsible for assuring that any worker or contractor that comes upon his home site has worker's compensation and liability insurance.

9. Miscellaneous: Flapping and/or noisy awnings, wind chimes, TV satellite dishes or antennas more than 1 meter (39") in diameter, towers, swimming pools, tents, swing-sets, tag sales and auctions are not permitted. Any item that could potentially kill lawns by being placed thereon and which is also meant to be stored outside, such as a play house, is not permitted on the home site.

LAWN & LANDSCAPE HOMESITE STANDARDS

1. STANDARD: Each Resident shall keep his/her homesite and home in a clean and neat condition, free of any hazardous conditions, litter, and/or debris. If a Resident, or a guest of a Resident, causes any damage to any home site including, but not limited to, damaging any paving, landscaping, or utility systems on the home site, the Resident will be held financially responsible for repairs thereto. No storage is permitted around or under homes or in screened-in rooms. Please see "Storage" section for more information. All expenditures for the repair and maintenance of a home site will be the sole responsibility of the Resident. If the Resident does not maintain the home site in accordance with these Covenants, Community Management may, at its option, make such repairs and invoice the Resident for these services. The amount invoiced shall be determined by Community Management and is subject to change. Said invoices will be deemed as additional rent and will be due and payable in full when the next month's rent is due.

2. LANDSCAPING: When a Resident signs a lease, the Resident accepts the home site and landscaping in "as-is" condition and agrees to the maintenance associated with said home site. Residents are to maintain their lawn, landscaping, trees and shrubs in the following manner:

- Lawns must be mowed, on average, once per week in the growing season, maintaining a maximum of a 5" height. It is recommended for lawns to be fertilized with a chemical or organic fertilizer and weed killer, each spring and fall at the resident's expense. Residents are not permitted to kill the grass or trees on their homesite or facilitate and conditions contributing to the death of the lawn. Weeds growing taller than the grass are also subject to the lawn height.
- Flower beds and other landscaping areas on the home site must be weeded, mulched and the borders in good condition. Any rotting wood or dilapidated fixtures or decorations will be required to be removed or replaced.
- Trees and shrubs on each home site must be routinely trimmed, and shrubs must not be allowed to overgrow to an unmanageable size. Trees and shrubs should not be permitted to grow to the point at which they touch the home or shed. Please see "Trees" section for more information.
- Residents are to water and trim the lawn, trees and shrubs in order to maintain a well-kept appearance. Lawns and landscaping not maintained by the Resident in accordance with these Covenants may be maintained by the Community with the cost thereof invoiced to the Resident as a fine. Said invoices/fines will be deemed as additional rent and will be due and paid in full immediately. Please see fine schedule for more information.

3. TREES: Each resident is responsible for normal home site maintenance, including proper care and trimming of the trees on his home site. Trees, bushes, shrubs, weeds, or any plant that has been neglected by the resident and causes damage will be removed at that Resident's expense if the Resident has failed to maintain that tree, bush, shrub, weed, or plant in accordance with the rules and regulations governing such vegetation.

- A.** At its discretion, Community Management, or its Agent, will cut and remove, or allow the removal, of any standing dead or seriously sick or dying trees upon a home site, common area, or neighbor's home site that may reasonably be expected to cause significant damage to a

home if it should fall, In the event there is a difference of opinion, a licensed and insured tree surgeon or arborist of Community Management's, or its Agent's, choice can make the determination of "dead or seriously sick" and which may reasonably be expected to cause "significant damage" to a home should the (dead) tree or branch fall, at the Resident's expense.

- B.** In the event of a major windstorm, hurricane, or tornado, each resident is responsible for clearing the debris from his home site and stacking it on the edge of the road if it is unable to be cut down to fit in brown paper yard waste bag. Community Management, or its Agent, will make arrangements for removal of the debris once it is stacked by the side of the road.
- C.** Community Management, or its Agent, is not responsible for any damage caused by "acts of God", such as trees or branches falling on cars or homes. Community Management will not remove a tree after it has fallen on a home, car, or storage shed. (Homeowner insurance policies normally dictate procedures in such situations). Community Management may, however, make arrangements for a tree that has caused damage to be removed after it is down. Community Management, or its Agent, will trim or remove any tree or tree branch that is sick or has been made sick or dangerous by a major storm, and because of the sickness or damage the tree or large branch is now likely to fall and damage a home, car, or storage shed. Each resident is required to notify Community Management of any tree that may be sick, or has been damaged, and is now dangerous and should be removed.
- D.** Living and healthy trees cannot be destroyed except when written permission from Community Management is obtained prior to the removal. We will not remove a healthy tree solely because you do not want it on your home site or refuse to clean up leaves or sticks associated with the tree.
- E.** Trees and shrubs planted on each home site become a permanent fixture to the home site and may only be planted with written approval from Community Management in the form of a Design Approval Form.

4. FLOWER BEDS & GARDEN AREAS: Vegetable gardens and flower gardens are acceptable provided they are first approved by Community Management. A Design Approval MUST be submitted before a garden area can be installed. The garden area is for personal use only and is to be well-maintained and properly weeded. Garden areas should be located in the rear of the home site, preferably behind the home and not in view from the roadway and cover less than 10% of the area of the home site.

5. FALL CLEAN UP: Every resident is responsible for lawn and leaf clean up as needed. Paper yard waste bags can be used for curbside pickup of such debris. Sticks and branches NOT broken up and placed in yard waste bags will not be picked up. Residents may also utilize the yard waste dumpster, when available, for disposal, or take debris to an offsite location for disposal.

6. SNOW REMOVAL: Residents must remove snow and ice from all paved areas of their homesites, including sidewalks and driveway entrances. Salt and chemical ice solvents are permitted, provided they do not damage, deteriorate or discolor the concrete, asphalt, or lawn.

COMMUNITY OPERATIONS, REGULATIONS, & UTILITIES

1. TRASH COLLECTION: Residents will be required to use the 96-gallon containers for weekly trash pick-up supplied by the waste hauler. The monthly rate per container is billed as additional rent and is subject to change. Each resident will be supplied with one (1) container per home site unless an additional container is requested, subject to an additional charge for that container. Trash must be placed inside of these containers for pickup. Any loose trash or trash bags not in the container will not be picked up and may result in a Material Rule Violation. The fee for the containers is a rental fee for their use, and not for their purchase. DO NOT spray paint, mark, or otherwise alter or vandalize them. If Community Management sees that you have altered or vandalized the container, Community Management will replace the container and bill the cost to the Resident as additional rent. Your lot number will be located on the front of each container provided. These containers will be replaced by Waste Management if damaged during pickup by Waste Management ONLY. If your container gets damaged by Waste Management, please call the Troy Villa Office to file a claim for replacement.

2. BULK WASTE: At no time, for any reason, is bulk waste permitted to be on your home site. Bulk waste includes, but is not limited to, mattresses and box springs, bed frames, dressers, appliances, window air conditioners, or any other large item. If a bulk item is on your home site, a Material Rule Violation will be issued and fines for illegal dumping on Troy Villa Grounds may be issued. Any fines issued will be billed as additional rent. Troy Villa is not responsible for providing bulk waste removal services. It is the sole responsibility of the resident to dispose of personal, bulk items in accordance with these rules and regulations set forth.

3. COMMUNITY DUMPSTER SITE: A Community dumpster is provided, from time to time, as a courtesy to residents and its provision is at Community Management's discretion. The Community dumpster is provided in an effort to ensure that the Community remains clear of bulky debris. This dumpster is for the exclusive use of Troy Villa Residents. If you have a question about a bulk item, please call the Office for clarification prior to dumping. The Community dumpster area is under 24-hour surveillance and violators of this section will be fined on the first offense per the designated fine schedule located on page 5. Dumping around the exterior of the corral, or when there is not a dumpster provided, overfilling the dumpster past the max fill line, or the illegal dumping of any of the following items or actions is subject to immediate fine;

- A.** Flammable materials, toxic materials, auto/marine batteries, appliances, paint or tires.
- B.** Loose trash or residential trash bags (these should be disposed of in your personal container)
- C.** Yard Waste

- D. Any pest-infested items
 - E. Please refrain from removing any items after they are placed in the dumpster.
4. **SNOW REMOVAL ON COMMON ACCESS ROADWAYS:** Community Management, or its Agent, will normally have the common access roadways cleared of snow whenever the average snow accumulations equals or exceeds 3 inches, normally within 12 hours after the snow stops falling. Each resident shall promptly notify Community Management by phone of any special, hazardous, icy, or other unusual snow accumulation, road conditions, or snow removal problems.
 5. **SOLICITING & PEDDLING:** Peddling, soliciting, and distribution of hand bills or circulars is not permitted. Each resident will notify Community Management immediately in the event anyone attempts to peddle, solicit, or distribute hand bills or circulars on his home site.
 6. **STORAGE SHEDS:**
 - A. Prefabricated woodsheds, woodsheds that come in a kit, and woodsheds that are built per professionally prepared plans are all acceptable, provided that they are assembled properly and within a reasonable time frame, anchored if larger than 60 square feet, painted the same color as the home or stained a natural wood color, and have a pitched, shingled roof that matches the shingled roof color on the home.
 - B. The location of the shed must be approved by Community Management and not block the view of the home from any part of the road, and if possible, the shed should be sited such that it cannot be seen from the road.
 - C. The shed must be on the same site as the home.
 - D. Sheds cannot exceed 168 square feet, or not larger than 12' x 14' and no smaller than 6' x 5'.
 - E. The average height of the shed roof above the ground must be 1 foot or less than the average height of the roof of the home on the home site.
 - F. One (1) shed per home site is permitted unless otherwise grandfathered under preexisting rules and regulations. The shed must not cover sewage, water, telephone, or other utility lines that may need future access for maintenance and repair.
 - G. Water lines are not permitted to service a shed.
 - H. Electrical lines servicing a shed are permitted if they are underground and installed in compliance with the Building Code.
 7. **UTILITIES:** Residents are required to connect to gas, water, sewer, electrical, telephone, and cable utilities, as applicable, on the home site and to maintain the associated infrastructure wherever such maintenance is not the responsibility of the Utility Provider or Community Management. It is the Resident's responsibility to make his application to the utility companies, and to arrange for all connections by licensed contractors at the Resident's expense.
 - A. **Interruption of Service:** Community Management shall not be held liable to the Resident in the event that Community Management is delayed or prevented from providing any utility or other service which it has undertaken to provide due to causes beyond Community Management's control. In no event shall Community Management be deemed to be in default with respect to any of its obligations, unless Community Management has received written notice of any default and has failed to correct the problem within a reasonable amount of time.
 - B. **Tanks:** No outside gas, oil or fuel tanks of any type, including LPG tanks shall be allowed in the Community, unless specifically permitted. One gas barbeque with attached LPG tank, maximum 20 pounds, is permitted on each home site, with the exception of RV Lot Leases, which will be using the gas tank as a main heat source. Any spillage from any tank, no matter the contents, MUST be cleaned up in compliance with Ohio EPA Standards and it is the resident's responsibility to do so. The Resident has the responsibility for compliance with any state issued orders requiring a protective oil leak/spill retaining berm be installed under each oil tank.
 - C. **Sanitary Sewer:** Residents must not dispose of sanitary napkins, disposable diapers, or other items that may block sewage lines by flushing them down the toilet or by inserting them into the sewer system at any other point. These items must be wrapped and placed in trash containers. Residents will be financially responsible for cleaning a blockage caused by a violation of this covenant.
 8. **UTILITY CONNECTIONS, SEWAGE SYSTEMS, & REPAIRS TO UNDERGROUND SYSTEMS:** (a) Each resident is responsible for: (i) the hook up, connection, testing, winterization, and maintenance of electrical services, water services, water meters, and sewer lines, and all connections from and between the home to Troy Villa Community utility receptacles unless Resident's home is rented from Troy Villa MHC LLC; (ii) installation, proper operation, routine testing, maintenance, and repairs, and periodic replacement of electric "heat tape" or "heat wire" installed for the prevention of frozen pipes; (iii) any damage and repairs made necessary due to leaking oil lines, leaking oil tanks, kerosene (including buried tanks), and/or propane tanks; (iv) damage to Troy Villa Community utility systems and associated repair costs caused by water leakage within a Resident's home or on the home site; (v) damage to a sewage drain line caused by grease, oil, foreign items, "flushable" cat litter (which is not flushable), "flushable" baby wipes (which are not flushable), sanitary napkins, paper towels, hydrocarbons, and non-biodegradable items that enter Troy Villa Community's sewer system from a home; (vi) damage to the utility receptacles and Troy Villa Community utility systems caused by negligence or the malfunctioning of service lines, heat tape, heat wire, plumbing, electrical system(s) within the home; and (vii) damages caused by appliances in Resident's home.
 - A. Community Management, or its Agent, has the sole right and responsibility for the: (a) installation, repair, operation, and maintenance of Troy Villa Community utility receptacles (Troy Villa Community property) and the underground utility systems; and (b) repairs necessary because of the age of the sewage system.
 - B. In the event of sewage, water, and/or electrical repairs to underground utility systems, Community Management will be responsible for the restoration of the site to approximately its original condition after repairs, at its discretion. If underground utility damage, damage to

connections or property are caused by neglect by or tampering by the Resident, a Material Rule Violation will be issued and all costs incurred will be at the Resident's expense and billed as additional rent.

- 9. WATER:** Water is expensive and precious - it should not be wasted.
 - A.** Because of the cost of water (which also determines sewer costs); (i) free running of hoses and the use of sprinklers are not permitted; (ii) watering yards, gardens, and flowers must be done using a hand held nozzle that will turn off when not being held; (iii) the use of soaker hoses is not permitted; and (iv) each resident will notify the Community Manager in the event of any unusual or extended reduction in normal water pressure, leaks, and/or running, noisy, or malfunctioning toilets.
 - B.** Community Management, or its Agent, reserves the right to restrict water consumption during periods of drought, routine maintenance and repairs, or in the event of a malfunctioning water system, until repairs are made. Community Management, or its Agent, may enter upon home sites for the purpose of inspecting and repairing water leaks in the underground water distribution system.
 - C.** Occasionally, Community Management, or its Agent, will provide a plumbing questionnaire to help ascertain where water waste may be occurring. Each resident will complete and return the questionnaire.
 - D.** Any Resident tampering with, willfully destructing water or sewer services, causing damage to the water riser, water meter, or any other fixture is subject to issuance of a Material Rule Violation and shall bear expenses for any required repair thereof, including testing, of said fixture. Any loss of water resulting from the previously-described negligence will be billed as additional rent to the Resident. This includes neglect of the homeowner's side of the utilities that caused damage to Community-owned fixtures.
 - E.** Each resident will notify Community Management if there is any water leakage in the Troy Villa Community water distribution system or on his home or homesite.
- 10. POWER LOSS:** The Resident shall immediately notify or leave a message for Community Management, or its designee, if power is off for more than 20 minutes or whenever water pressure is substantially reduced. It is recommended that the Resident then call Toledo Edison to notify them of the outage. Do not attempt to turn on or off breakers in the electrical pedestal or tamper with any wiring.
- 11. RENTAL HOME DAMAGE POLICY** (this section applies to rental homes and rental lessees only) - Any change or damage that is not listed on the move-in report will be the considered damage incurred by lessee. Once you sign the move-in report, you accept the condition of the home and home site as satisfactory. Any unwanted or unapproved "upgrades" done to the home will be considered damage. Repair of any and all damage beyond normal wear-and-tear, as defined, will be the financial responsibility of the resident. Damage, as defined, is caused by the use of any fixture, appliance, or any other aspect of the home for any use or in any manner other than its intended use and beyond the scope of its normal operation, including failure to maintain. Community Management reserves the right to refuse to fix damage that does not directly affect the basic appliances, utilities, and structure of the home. It is the resident's obligation to seek approval from Community Management to hire a licensed subcontractor to repair any flooring, holes, doors (exterior, interior, & storm doors), paint, or any other type of work that was not noted on the move-in report. Community Management can and will secure a subcontractor at the Resident's request and invoice the Resident's account as additional rent for the repair of damage caused by the Resident. If it is deemed by Community Management that there is a pattern of damage to a home or the misuse of the facilities or systems of a home, Community Management reserves the right to cancel Resident's lease based on Community Management's right to protect its asset. The cost of repair of any plumbing clogs due to misuse will be the financial responsibility of the Resident. In the event that the entire house is backing up as a result of a clog in the sewer line beyond the house, Community Management will fix at no cost to the Resident.

COMMUNITY FACILITIES

Recreational facilities are for the exclusive use of Residents in good standing and their guests, when accompanied by the Resident, on a "Use At Your Own Risk" basis. Community Management is not responsible for accidents or injury to any person or to personal property. These facilities, which may include a Community Center, clubhouse, swimming pool, playground, and common areas, as well as other Community-owned facilities, are private property and their use is a privilege rather than a right. Any person who remains within the confines of any Community recreational facility after being requested by Community Management to leave, or who is not a Resident or guest of a Resident, or who does not abide by the community rules while using such facilities, will be considered trespassing.

1. General:

- A. Posted Guidelines:** Guidelines posted at recreational and other common areas must be observed at all times and will be enforced strictly.
- B. Refusal:** Community Management reserves the right to refuse the use of any and all facilities to a person who violates the Community Covenants, Community Guidelines, Policies, or Lease Agreement.
- C. Lost/Stolen Articles:** Management will not be held responsible for lost or stolen articles.
- D. Attire:** Appropriate attire, as determined by Community Management, will be worn at all times at the Community facilities.
- E. Alcohol:** The use of alcohol is **NOT PERMITTED** in any Community facility, at any time.

9. **Pool:** NO running, rough housing, pushing, jumping, or diving is permitted in the pool or pool area. Willful damage or destruction of any community property or any resident's property within the community is prohibited. The commissions of such acts may cause the offending resident's tenancy to be terminated. Residents are encouraged to fill out a written report of any such incident that they witness. Any child under the age of 14 years of age MUST be accompanied by a parent, guardian or caregiver at least 18 years of age, who is responsible for the child's behavior. Any person not abiding by this guideline will be asked to leave the pool area and/or a Material Rule Violation may be issued. Please do not use regular diapers for children in the pool. Pool hours are posted and subject to change.
10. **Mail House:** Individual mailboxes will be provided by Community Management for resident use. This is a locked facility and may be accessed by lease holders only using a key fob issued at move in. Each lot will be assigned one (1) key fob set for access. Limit of one (1) extra set can be issued at a resident's expense. These keys are meant for leaseholders to enter community buildings ONLY. Children may not access this area unless accompanied by a current lease holder. Residents will be billed for any lost/broken key fob, and emergency access if required. Any costs will be billed to the Resident's account and become due with the following month's rent. ANY damage or vandalism of the mail house, mailboxes, locks, or any other community property will be reported to the proper authorities. The applicable Material Rule Violation, fines, and eviction action, if applicable, may ensue. Both the building's exterior and interior will be under video surveillance.
11. **Clubroom:** A deposit and/or fee, no less than \$100.00, may be required for the use of any recreational facility for parties or private use. See the Clubroom Rental Procedure form to reserve your date. This rental is offered to residents ONLY and is not offered to the public. The resident must follow the clean-up procedure and Community Management reserves the right to deny rental to any resident who has broken the rules of the Clubroom Rental Procedure in the past. Consult with the Community Management to make arrangements.
12. **Playground:** Play hours are from dawn until dusk. Please see the supervision of children section for the age restriction and supervision requirements. It is always recommended that children be supervised to avoid any accidents or injury along with any damage of community property. Any damage or litter found at the playground will be reported to the violators' parents and a violation will be issued. Responsibility for the repair of any damage caused by a child or dependent shall be the guardian's or parent's.
13. **RV Storage Yard:** ONLY recreational RV's, boats, trailers, and travel trailers may be stored in the storage yard. Automobiles CANNOT, at any time, be stored in the storage area. This storage area is for resident-owned property only. A permit must be obtained by the Resident from the Office by providing proof of ownership and the current registration for the property. Your permit is free of cost and will expire on the same date as your property's registration. Proof of registration renewal must be provided to receive a renewed permit. If both the registration and permit are not renewed within thirty (30) days from the date of expiration, the vehicle will be towed and stored at the Resident's expense. Storage is provided on a "first come, first served" basis and is at the Resident's risk.

HOMEOWNER-SPECIFIC COVENANTS

Prior to making any exterior improvement to a Homeowners home or home site, including, but not limited to, painting, staining, deck installation, landscaping, additions, awnings, storage sheds, and/or skirting, the Resident must obtain written approval from Community Management in the form of a Resident Design Approval. Additional permits may be required by the governing municipality. Plans must be submitted within a minimum of 72 hours prior to any work being done.

1. EXTERIOR STANDARDS: It is required that the: (i) protective exterior coating or siding (no rust, peeling paint, faded paint, open seams, loose or missing panels, cracked or torn siding); (ii) roof (no leakage, split, cracked, sagging, or rotting support structure), (iii) windows and doors (no cracked or missing glass, full screens, operating window mechanisms, properly fitting doors); (iv) home anchoring system; (v) skirting (to enclose and properly maintain your home with a skirting material that is attractive and in good condition - replacement skirting must be vinyl), (vi) steps and handrails (both exits, painted, non-slippery, sturdy, and with handrails at least on one side, stairs made from pre-cast concrete or pressure treated wood), (vii) exterior lighting (over steps), (viii) heating, plumbing, fuel lines & piping, hot water system, flues, heat exchangers, heat tape, and electrical systems; (ix) Fuel tanks (no leakage, no fuel odor, no rust, tank must be nicely painted and on solid safe footings) and must be screened in on three sides with a 4' high basket weave treated wood or vinyl enclosure with a minimum board width of 6"; (x) flooring and decking (no soft or rotting floor structures, no falling insulation under home); (xi) home site landscaping (proper mowing, grass seeding, planting, yard care, decorating, weeding, etc.); (xii) electrical supply line between the Troy Villa Community junction box and home; (xiii) the water supply line between Troy Villa Community system and home, and its heat tape or heat wire; (xiv) carpeting, paneling, cabinetry, vinyl flooring; (xv) smoke detector and fire extinguisher; (xvi) parking area; and (xvii) accessory buildings (sheds, storage, carports, porches, sun decks, etc.) be in good, safe, condition and approved in writing by the Licensee.

- A. **Cost:** The cost of improvements, repairs, and/or additions to a Resident's home, home site, or utilities is the sole responsibility of the Resident. This includes parking areas and patios on the homesite. In no event shall a Resident permit a lien to be placed on Resident's home site. If there were to be any such lien, Community Management reserves the right, but not the obligation, to pay for and discharge same and thereafter collect such payment from the Resident, which shall be deemed additional rent.

- B. Fencing:** Fencing is not permitted, unless grandfathered in upon the transition of ownership and the change of any rules preexisting that transition in January 2016. Fencing must follow additional guidelines in section #8.
- C. Handicap Access:** Equipment required for handicap access is permitted at Resident's expense. Prior to installation of any handicap improvements or equipment, the resident must obtain written permission from Community Management in the form of a Resident Design Approval. Such improvements or equipment must comply with all appropriate standards, building codes, and regulations (if applicable), and shall be built by a licensed contractor.
- D. Home Improvements:** The concept of "mobility" must be retained. Any change to a home that reduces its mobility is not permitted. Examples include:

- i. removal of axles,
- ii. installation of a pitched roof on a home originally with a flat or curved roof (because the added weight may not be safely held and transported by the frame and the original axles and wheels),
- iii. installation of wood siding (because of excess weight and loss of mobility) and it does not comply with park standards), and
- iv. installation of sliding glass doors or removal of part of the exterior of the home to provide a larger access (because the required structural modifications may destroy a home's ability to withstand snow loading or to be safely moved).
- v. Installation of skylights, new wiring, new windows, painting (color must be approved by management), plumbing, better insulation, is all acceptable.
- vi. If the original siding has deteriorated, it must be removed and replaced with the original type of siding, and not covered. (This is to avoid the addition of extra weight, and the possible covering over of what may be active or latent structural deterioration.)

- 2. WINDOWS, WINDOW COVERINGS, & ELECTRICAL:** Plywood, plastic, tinfoil, paper, and torn or stained shades, curtains, and blinds and boxes or cardboard are not permitted in the windows. Portable air conditioners are not to be installed on the street side or front window facing the street of the home. Aluminum wiring is not permitted unless each outlet, switch, fuse panel, and light fixture connected via specially-designated copper-to-aluminum connectors that comply with the National Electric Code.
- 3. SMOKE DETECTOR & FIRE PREVENTION:** It is required and agreed that each resident shall (i) install, test weekly, and maintain an operational smoke detector and LPG detector; (ii) install, maintain, and inspect weekly a fire extinguisher; and (iii) inspect and clean any wood burning stove and fireplace chimneys at a minimum interval of once per year. (Neither the Community Owner, its employees, or Community Management will be held responsible for any damage or injury incurred because of a resident's failure to comply with the Standards, a malfunctioning or disconnected smoke detector, an empty fire extinguisher, or for failure of a properly-operating smoke detector to provide a sufficiently loud alarm to awake the residents of a home.)
- 4. LOT NUMBERS:** It is required that each resident provide the address on his home in 4" reflective or easy to read numbers that can be seen from the road.
- 5. CODE REQUIREMENTS:** In the event that any work is to be performed upon a home or its site, or upon the electrical and/or plumbing systems of any home within Troy Villa property, such work must comply with the building code and requirements of the City of Perrysburg and Wood County to include, where necessary, the use of licensed plumbers, electricians, and other contractors. Permit(s) required by the town are the Resident's responsibility and the Licensee's permission does not affect or address municipal permit requirements. The Resident is liable to the Licensee for any damage to Troy Villa Community property caused by him, or the contractors he uses upon his site.
- 6. WINTER PREPARATION: (HOMEOWNERS ONLY)** In order to prevent home freeze-ups and additional damage to homes and utility connections, Troy Villa requires residents who are renting their homes to properly prepare for the winter months. Including, but not limited to, the disconnection and storage of garden hoses, window air conditioners, storage of outside furniture and belongings, trimming back flower beds. We suggest homeowners also follow this good rule of thumb to prevent any winter damage to their home as well.
- 7. Porches and Attached Structures:** Porches, covered porches, and screened in porches are permitted provided that
 - (i) 60% or more of the exterior wall area is open, windows and screens, or just screens;
 - (ii) the structure is not heated, not insulated, has no running water, and is not intended for year-round living, year-round sleeping, or year-round heating;
 - (iii) the floor is either concrete or pressure treated wood, or the floor is a previously constructed uncovered porch floor in excellent condition where the intent is to cover the existing porch, or the covered porch is a prefabricated assembly;
 - (iv) the porch must not depend on the home for its structural integrity including the weight of snow that may accumulate on the porch roof;
 - (v) the home must be movable with or without the porch;
 - (vi) no part of the porch can be closer than 8 feet from the site boundary;
 - (vii) the porch must not cover sewage, water, telephone, or other utility lines that may need future access for maintenance and repair;
 - (viii) the porch must not block or interfere with the emergency exit;
 - (ix) the porch roof must be shingled or a prefabricated metal roof (roll roofing, rubber roofing, corrugated aluminum or steel roofing and corrugated fiberglass roofing are not permitted);

- (x) the total length of the addition must be at least 10% less than the length of the home;
- (xi) the width of the porch must not exceed the width of the home;
- (xii) the exterior color must be the same color as the color of the home, a natural wood stain color, or white if a prefabricated assembly;
- (xiii) the roof color must be the same as the roof color of the home. Simple plans must be presented to the Licensee for review and for filing along with the other records for your site.

8. DECKS & DECK MAINTNENACE: Any homeowner wanting to construct a deck on their home site must submit a detailed plan showing footings, piers, joists and must use proper deck boards for the surface of the deck. All wood used must be painted with an appropriate deck stain and maintained in an attractive condition. Steps for the deck must contain handrails and risers for the steps must be 7" rise. Platform for the top of the steps must be a minimum of 48" square and consist of railing around the entire perimeter of the deck. Fiberglass or metal steps will not be permitted to be added to a deck construction plan. For more information please contact the office. It is the tenants responsibility to comply with local building codes in regard to deck construction. Any and all decks must have white vinyl skirting enclosing the underneath of the deck.

9. HEAT WIRE, FROZEN PIPES, WATER TURN OFF AND TURN ON

- A. Community Management, or its Agent, will provide, at no charge: (i) water turn-on and water shutoff, on an appointment basis, with a minimum of 24 hours advance notice, provided that the resident is present while the water is being turned on or being turned off; and (ii) Emergency water turn off (the resident grants permission for the water to be turned off in the event of an exigent situation).
- B. All external water lines and water meters must be protected with (i) both Underwriters Laboratory (UL) approved heat wire and insulation prior to October 1st; or alternatively, (ii) antifreeze (of the type that is recommended for RV's and is safe for sewage systems) installed in all water lines. (Caution: Deteriorated and improperly installed heat tape is the leading cause of home fires.)
- C. Each resident agrees to not use running water as a means to prevent frozen pipes. (The use of running water in lieu of proper heat tape or heat wire or antifreeze water line protection is a major violation of these Rules and Regulations and Troy Villa Community Lease.)
- D. A resident may have a licensed and insured plumbing contractor operate the below-ground valves provided the Licensee is provided prior notification that a plumber will be operating the below-ground valves.
- E. The Resident is not permitted to use the below-ground Troy Villa Community water system valves at any time except in an emergency, after which Community Management/ or his Agent shall be notified immediately that the water was turned off or on.
- F. Each home shall have a protective check valve to prevent water from draining from the hot water heater in the event of loss of water pressure. (The check valve is necessary to prevent the electric heating elements from being damaged due to lack of water in the tank.)
- G. (g) Community Management/ or his Agent is not responsible for (i) damage to heating elements caused by water system failures and normal or emergency water system turnoffs; and (ii) damage caused by turning the water on or off in response to a resident's request.

HOME SALES BY OWNER: Any resident wishing to list their home for sale must notify Community Management of their intention to sell within the required lease termination timeframe listed in their lease agreement. Any renewal credits or sign-on promotions received by the resident may be retained by Community Management due to a lease not being fulfilled. It is the seller's responsibility to notify all prospective buyers that they must first be approved to live within the community per the requirements listed on page 2 of this document and the community application qualifying guidelines BEFORE a sale transaction is complete. Applications are available to both buyer and seller in the Leasing Office for convenience. The previous owner of the home will continue to be responsible for lot rent until the new owners sign their lease for the property. The owner of any home removed from the property, the removal of which caused damage to the lot, shall be responsible for the repair of the lot and any associated costs assessed by Community Management.

- A. **POSSESSION:** A community lease agreement must be signed BEFORE any possession is transferred from seller to buyer. The previous owner of the home will continue to be responsible for lot rent and utilities until the new owners sign their lease for the property.
- B. **WITHIN 7 DAYS OF EXECUTION OF LEASE:** Tenant must provide Community Management (within 7 days of signing a lease) with a copy of original or transferred title of home in their name.
- C. **DENIAL:** Community Management reserves the right to deny the lease of any lot with a home existing on the lot that does not meet the requirements and/or standards of the Community. Residents previously evicted from the property have 14 days to sell or remove their home or Community Management will have it and any belongings abandoned removed at the previous residents' expense.
- D. **HOME REMOVAL BY HOMEOWNER AGENT:** Any person or company wishing to remove any home or structure from Troy Villa MHC LLC property must first notify Community Management of their intention and when they expect such removal to take place. The contractor removing the home will need to provide Management a copy of their liability insurance, permit for removal, notification confirmation to Wood County of the removal, and the installer/mover's license will need to be submitted to Community Management before any home or structure is moved or removed from the property. All local Health and safety codes must be followed by the movers. Repair of any damage to Troy Villa MHC LLC property, utilities, or utility connections resulting from the removal of a home will be the resident's/homeowner's responsibility.

Violations & Fine Schedule

If ANY of the standards for your homesite or Community Covenants are violated, we will issue a “Material Rule Violation” in efforts to work with you to resolve the issue. If the violation is not rectified within the within 3 days of issuance, The following fine schedule below will be applied to your tenant account without further notice. If a second violation occurs within 6 month’s of the first violation. Troy Villa reserves the legal right to terminate any tenancy after 2 Material Rule Violations per Ohio Law. Please see the fine schedule below. Troy Villa MHC LLC reserves the right to change the fine schedule at any time.

1st Material Rule Violation: Warning and Request to Remedy	Grass Violation: \$50.00 First cut (additionally costs for trimming) Fine Doubles every cut thereafter per season
3 Days Not Resolved: \$25.00 (Or 2nd Occurrence)	Illegal Dumping: Minimum of \$100.00 fine up to \$400.00 as posted on signage. This includes illegal dumping at dumpster site and on home sites.
10 Days Not Resolved: \$50.00 (Or 3rd Occurrence)	Illegal dumping of Yard Waste: Minimum of \$100.00 fine. This includes dumping on occupied or vacant home sites.
>30 Days: \$100.00 - Subject to Eviction Action (or 4 th Occurrence)	All fines are Billed as Additional Rent – Due IMMEDIATELY

Troy Villa institutes and enforces these rules and standards in effort to maintain the health, wellbeing, and aesthetic appeal of the Community. If you are unable to remedy a violation in a timely manner for good reason, please contact the Community Office to request additional time.

SECURITY & GRIEVANCE: It is the Resident’s sole responsibility, not the Community’s, to provide for his own security needs, including the need for fire protection or police. Provision of Courtesy Patrols or gates by the Community does not constitute provision of any security service. In the event of any emergency, local police, fire departments, or 911 should be contacted.

To issue a complaint or concern i.e. Facility, Hazard, Utility or Resident

- Step (1):** The Resident will complete a written note, or the Troy Villa Community Incident/Complaint form, and mail or drop off at Office to the Licensee. Any anonymous phone calls will not be investigated.
- Step (2):** The Resident will provide reasonable access and time as necessary for the Licensee or his agents to make the needed repairs or corrections;
- Step (3):** Community Management will investigate and take the incident/complaint under review and take the necessary action.
- Step (4):** If resolution is not achieved, the Licensee may ask to dispute before mediation and binding arbitration using the services of a recognized mediation/arbitration service selected by the Resident and approved by the Licensee, which will not be unreasonably withheld. It is agreed that any inspection by a third-party or government official will be performed only after Step #3 and only in the Licensee's presence. If the use of arbitration is granted, it is also agreed that the parties will accept any decision(s) of the mediator/arbitrator as final and binding.

Community Management does not waive its option to evict a resident or ban a guest of a resident for a violation of the Community Covenants when it holds a Resident financially responsible for a covenant violation. In the event any Community Covenant, Community Standard, or Lease Agreement is in conflict with any existing law, the law will prevail, but all other portions of Covenants, Community Standards or Lease Agreements will remain in full force and effect. Previous residents that have been evicted from the premises or eviction action started or where monies are owed are not permitted on the property and will be considered trespassing. Legal action will be taken with the resident who permits a guest or previous resident not in good standing with Troy Villa to reside in or at their homesite without Community approval.

These rules and regulations are an addendum to your lease agreement and are put in place to maintain a safe, healthy, and attractive environment for all residents. These rules and regulations are also in compliance with the Ohio Department of Commerce Mobile Home Division. Any violations assessed by the Ohio Department of Commerce due to a resident’s home, home site or any violation of the above text, upon Troy Villa, will be passed on to the resident. If fines are assessed to Troy Villa due to resident violation by the Ohio Department of Commerce will be billed to the tenants account as additional rent.

Thank You In Advance for Your Compliance