

WEST HARBOR CLUB MOBILE HOME PARK

RULES & REGULATIONS

We welcome you to West Harbor Club and trust you will be happy with us! To ensure comfortable surroundings for everyone, we have set forth the following rules and specifications and kindly ask that we have your cooperation in abiding by them. Each resident wants his home, and the homes of his neighbors to be neat and attractive. For the benefit and protection of all, and to avoid misunderstandings, the following rules are important and must be met by all tenants.

Rules included herein for the park will become effective on March 1, 2026. All previous rules will not be valid after March 1, 2026. **These rules comply with Ohio Revised Code Sections 4781.36 to 4781.52, which regulate rental agreements in manufactured home parks.**

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

1. Occupants will be responsible for informing their family and their guests of all the rules pertaining to them and will be solely responsible for their abiding by them. No soliciting or commercial enterprise is permitted in the park without first obtaining written consent from the park owners. Home lots are for living purposes only. **ABSOLUTELY NO SUB-RENTING.**

2. All lot rental is payable monthly in advance. Rent is due on the 1st of the month and if not received by the 5th of the month, a charge of \$10.00 per day will be accessed. **Rent checks should be made payable to West Harbor Club and mailed to: West Harbor Club, 422 West Market Street, Sandusky, Ohio 44870. Please do not leave rent checks in the box at lot #25.** Rent not received by the 15th of the month, will be grounds to terminate the rental agreement and initiate the eviction procedure, subject to Ohio law (including notice requirements under ORC 4781.45 and Chapter 1923). A charge of \$35.00 will be accessed for all checks returned from the bank for insufficient funds.

3. Any tenant who intends to sell his home is required by Ohio Law to give the park owner 10 days' notice of his or her intention to sell the unit. As of July 1, 2020, any tenants with the intent to sell must contact Jennifer Mills at 404-441-7125 with their 10-day notice of sale. No real estate signs will be permitted on your home; small signs are to be placed in the front window of your unit. All potential purchasers of homes must make application with the park owners and will need to provide information and references necessary for consideration to become tenants of West Harbor Club. All approvals comply with ORC 4781.40; the park will not unreasonably refuse a qualified purchaser.

4. All sales of homes must be for part-time (summer) tenants, as we do not accept permanent tenants.

5. West Harbor Club landlord furnishes water, sewer, and trash pickup. Absolutely no car or boat washing allowed in the park. Flowers and newly planted lawn may be watered.

6. A dumpster is placed at the end of the street and Cyclone Services picks up twice a week. Please do not place anything on the ground beside the dumpster or on top. Only garbage generated at West Harbor Club is to be placed in the dumpster. No yard waste or building materials should be placed inside. Appliances, furniture, mattresses, or any other large items will be the tenant's responsibility to request Cyclone Services to pick them up. Cyclone Services can be reached at 1-800-711-2976 to make payment arrangements to pick up any large items, in front of your home. This is a tenant expense.

7. Please refrain from placing disposable diapers, sanitary items, or contraceptives into the sewer system. These items will only cause problems and make for an unpleasant situation for everyone.

8. In front of each home, there are two (2) parking spaces for cars. Each tenant is asked to park in front of his or her own home and not to use parking spaces that belong to your neighbor unless permission has been granted to do so by the homeowner. If you are having company and need extra spaces, please ask your neighbors for permission ahead of time, or park down by the marina. NO parking in yards. Our speed limit is 5 M.P.H. Fast and reckless

driving will not be tolerated. Please inform your guests and any service workers of this fact. No major repairing of vehicles will be allowed, and all vehicles must be mobile.

9. Golf carts are permitted and can be parked on your lawn, if you have 2 cars parked in front of your home. All drivers of golf carts must have a learner's permit or driver's license to operate the golf cart in West Harbor Club. Children must be accompanied by an adult. Speed limit applies to golf carts also.

10. Motorcycles, motor bikes, snowmobiles, or other similar vehicles are not permitted in the park, unless given special permission by the owners, at their sole discretion. State law for mobile home parks govern some of these items. Parking of campers, boats, and similar items is not allowed on tenant's lots. Check with owners for information regarding parking for this type of equipment.

11. We are very much interested in the safety of all our residents, and we kindly ask that children do not play in the street. The safety of each person in the park, adult or minor, is entirely his or her own responsibility and that of their family. Children, under the age of 13, in the marina area MUST be accompanied by an adult and life jackets should be worn in the marina area by all non-swimmers.

12. House pets only are allowed, and if you have a pet, you must clean up after them, regardless of if the droppings are in your yard, someone else's yard, or the common area in the park. (Health Department Rules). No outside pens or dog houses will be permitted. Park owners will also reserve the right to have any dog removed that exhibits vicious behavior. All dogs must be on a leash and cannot be left outside unattended. Dogs must refrain from continual barking, inside or outside of your home.

13. Mailboxes are available for those who wish to use them. Obtain a key at the park office and should you lose your key, contact the park owners for a replacement.

14. Anyone having company who may be staying in some type of mobile RV, must first obtain permission and information from the park owners regarding placement and time limits. We

are not licensed as a campground; therefore, the use of tents becomes touchy. We realize on busy holiday weekends, the necessity for extra sleeping space becomes apparent. We kindly ask that you keep the tent to the back of your lot and limit its use to only busy weekends and refrain from making a habit of tent use.

15. Tenants are responsible for mowing and trimming their own lawns. We encourage the planting of flowers and shrubs, and we kindly ask you to please maintain your yard on a consistent basis. No one is permitted to plant ANY kind of tree and if you do, it will be removed at the tenant's expense. If you are planning to be gone for more than 3 weeks, please plan to have your lawn mowed and trimmed. Before doing any digging for any purpose, please check with the park owners for the location of underground utilities.

16. Yard waste and brush may be taken to the township site, which is located across Rte. 53 on Cemetery Road. It is the first lane to the right, beside the cemetery. Please do not put any sticks or brush by the mailbox building or beside the dumpster. In the fall, the township comes into the park and vacuums leaves that have been raked to the edge of the street, in front of your home. Please do not rake them onto the blacktop.

17. If you are a West Harbor resident and have a complaint to register, it must be in writing signed and mailed to: Jennifer Mills, 220 Crabapple Chase Court, Alpharetta, GA 30004.

18. Let us be considerate of our neighbors and refrain from any loud noise after 10pm and before 8am. Please keep TVs, stereos, & radios at a respectful volume. No loud or boisterous parties should take place. Conduct yourself in a manner that will not disturb any tenant's peaceful enjoyment of our park.

19. For those of you that have fire pits, please attempt to control the smoke, so you do not disturb your neighbors. If we receive any complaints, we will have to address the possibility of stopping their use.

20. Park owners always reserve the right of access onto the lot site under all homes for the purpose of inspection and utility maintenance. No tenant shall unreasonably withhold

consent for the owners to enter the home to inspect utility connections. Park owners shall be permitted to inspect the premises, make ordinary necessary or agreed repairs, & deliver any parcels, which are too large for the mail facilities, in compliance with ORC 4781.38.

21. West Harbor Club owners reserve the right to evict anyone from the park who refuses to comply with the rules and specifications as set forth herein, and the right to remove any home which does not meet with appearance and health department regulations. Park owners reserve the right to alter these rules and specifications by presenting each tenant with new and updated rules, subject to the notice requirements below.

22. Changes to Rules, Fees, Charges, or Rent

In accordance with Ohio Revised Code Section 4781.40:

- All current fees, charges, assessments (including rent), and rules are disclosed in this document and/or the rental agreement.
- No fees, charges, assessments, or rental fees may be increased, and no rules may be changed, without providing written notice to all tenants/owners specifying the effective date of the change. The effective date must be at least 30 days after the date of the written notice.
- No fee, charge, assessment, or rental fee increase is permitted during the term of any existing rental agreement.
- A copy of these rules (and any amendments) will be posted in a conspicuous place in the park.

Failure to disclose fees prevents collection, and refusal to pay undisclosed fees cannot be grounds for eviction.

23. Eviction and Termination Procedures

Evictions follow Ohio law (ORC Chapters 4781, 1923, and 5321 where applicable):

- For non-payment of rent: The park may serve appropriate notice per law (typically a 3-day notice to vacate under general provisions).
- For material violations of park rules, health/safety codes, or division rules: The park will first provide written notice describing the violation, stating that the rental agreement will terminate in not less than 30 days unless the violation is remedied (per ORC 4781.45). If

remedied, no eviction occurs. A second material violation within 6 months allows immediate termination (subject to defenses: rule unreasonable, not uniformly enforced, or violations not willful/bad faith).

- The park reserves the right to pursue eviction through the courts if a resident fails to comply after proper notice. Residents have rights to defend against termination.

No eviction may be based on refusal to pay undisclosed fees/charges (per ORC 4781.40). Retaliation is prohibited (per ORC 4781.36).

24. Park Sale or Closure

If the manufactured home park is sold for a use other than as a manufactured home park or is closed (per ORC 4781.40):

- Owners (of homes on lots) will receive at least 180 days written notice.

Notice will be delivered by certified mail (return receipt requested) or in person (with receipt acknowledgment).

25. Resident Rights and Prohibited Practices

The park complies with Ohio Revised Code Sections 4781.36 to 4781.52:

- The park will not unreasonably refuse to approve a purchaser of a home (after application and references).

- The park will not charge any fee based on the sale of a home unless acting as the licensed agent.

- Retaliation is prohibited: The park will not increase rent, decrease services, refuse renewal, or threaten eviction because a resident complained about violations, joined a residents' group, or exercised legal rights (per ORC 4781.36).

- Fair housing laws apply: No discrimination based on protected classes (federal and state).

- The park maintains common areas, ensures safe/sanitary conditions, and provides promised utilities (per ORC 4781.38).

- Residents may display the U.S. flag or POW/MIA flag appropriately (size consistent with park homes), subject to reasonable placement rules (per ORC 4781.40). Contact management in advance for placement discussion.

SPECIFICATIONS

1. Home sizes vary in the park, due to smaller lots (in depth) on the North side. If you are planning to trade in your unit, please check first with the park owners to verify that the size will fit on the lot.
2. Management reserves the right to refuse any home coming into West Harbor Club, due to age or appearance.
3. All air conditioning units must be placed on the patio side.
4. Storage sheds are required. Size and location should be approved by the park owners. State and county laws govern materials and location.
5. Skirting is required on all units.
6. Porches and awnings are encouraged; however, permission must be obtained before purchasing or having them constructed. Underground utilities, property lines and distance to adjoining homes must be considered, to comply with certain state and county laws.
7. All colors must be approved before painting the outside of your home or changing the siding.

WINTERIZING

If you leave your water turned on, please be sure that your heat tape is in working order, line insulated, and the top half of the crock is filled with insulation and a cover on the top.

If you shut your water off, please be sure that your water line is disconnected at the top of the crock and the line is blown out down to the valve. Fill the top half of the crock, from the valve up, with insulation and put a lid on it.

REMEMBER - Winterizing is your responsibility and should you allow your line to freeze and break, you will be responsible for the water bill. Please also be sure that your skirting is all in place, to prevent animals from gaining access to your home.