

# **MAYWOOD COMMUNITY Inc.**

*A Fifty-Five and Older Community*

## **RULES AND REGULATIONS**

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## PREAMBLE

**Maywood Community is a 55 and Older Community in accordance with the Housing For Older Persons Act.**

**The Management declares these rules and regulations to be necessary in order to promote a clean, healthy, safe and attractive manufactured housing community for the benefit of Management and residents of the Community. The Management will enforce all rules and regulations and any waiver thereof will not be deemed to be a continuing waiver.**

### 1. GENERAL REGULATIONS

- 1.1 Applications must be completed and approved prior to either 1) the arrival of the resident's manufactured home or 2) the moving in of a resident into an existing manufactured home in the Community. The Management reserves the right:
  - a) to refuse admittance and refund any advance deposits and payments to anyone whose manufactured home is not acceptable in appearance and condition with the standards of the community; and
  - b) effective with the date of these regulations, only new manufactured homes, originating from the original manufacturer or dealer, shall be allowed to enter the Community.
- 1.2 No units under 868 square feet or with an overall width of less than 14 feet, both calculations to be exclusive of any expansion units attached to the manufactured home, will be allowed to enter the Community after the effective date of these Rules and Regulations. Homes under 868 square feet or less than 14 feet wide that are already residing in the Community will be allowed to stay in the Community until they are sold, if they do not create any health hazard or violate any applicable Community Rules and Regulations, and the Regulations of any other regulatory agency which may be imposed upon the Community.
- 1.3 There may be only one owner of the manufactured home except in the situation of a husband and wife, both spouses may be the owner. The owner or owners of the manufactured home must be the resident and must occupy the manufactured home during the full term of the tenancy. Persons, other than owner, who may be occupants are: owner's spouse, parents, and children of owner or owner's spouse. Any exceptions must have written approval from the Community Management. A current copy of the "Certificate of Title" for the manufactured home must be on file at the Community Office within thirty (30) days of the move in date.
- 1.4 All rental checks are to be delivered to the main office.

- 1.5 All new residents must register at the office upon arrival, and rents are payable in advance by the 1st of each month. After a five (5) day grace period, there will be a \$15.00 penalty for late payments. Balances over thirty (30) days are subject to a 1.5% interest rate per month. When the rental payments are made by check, or other negotiable instrument, there will be a \$15.00 charge for any checks returned by the bank for any reason whatsoever. A security deposit in an amount equal to the monthly base rent shall be made by all new residents in advance prior to move in.
- 1.6 Office hours are from 9:00 a.m. to 5:00 p.m. Monday through Friday by appointment only. The office is closed Saturdays, Sundays and holidays.
- 1.7 No resident may sublease nor permit anyone to occupy the manufactured home while the resident is not occupying the manufactured home.
- 1.8 The Community Management will lease manufactured homes owned or leased by it situated on Community lots. In this situation, the resident will not be required to be an owner.
- 1.9 Signs and/or advertisements including without limitations, "For Sale" signs and commercial advertisements shall not be displayed on any lot or on the exterior part of any manufactured home. "For Sale" signs may only be placed within windows of the manufactured home unless prior arrangement is made with the Management. Community Management is authorized to remove any such sign without risk of loss or liability.
- 1.10 Residents shall notify the Management as far in advance as possible when planning to move and vacate the premises. Thirty (30) days minimum written notice is required. Lots must be cleaned up within five (5) days of departure in order to receive any security deposit back.
- 1.11 Homes for sale that qualify to remain in the Community must meet all State and Local Codes, and must be inspected by an *ASHI* or *NAHI* Certified inspector. Any repairs or violations must be completed before the Community Management can accept an application for residency from purchaser / proposed resident. A copy of the inspection report and any follow-up reports verifying that the repair(s) are completed to code if necessary, must be on file at the Maywood Community office prior to sale of the home. This regulation applies to all homes remaining in the Community when sold. Said inspections are good for one (1) year from date of inspection. Any and all fees or repairs shall be the responsibility of the homeowner.

- 1.12 The Resident shall bring a proposed resident or new purchaser to the Community Management to complete an application for tenancy and credit form. A copy of all applicant (s)' driver license is required. No residency shall commence and management shall recognize no residency until the proposed purchaser has completed the application process and received notification of applicant's approval in writing from the Management. Purchaser/proposed resident must meet all Community rules and regulations, requirements, credit approval, and criminal check. There is a fee of \$75.00 per applicant. Said fee is to be paid before the application can be processed.
- 1.13 The pond and other adjacent residential properties are private property. All residents and visitors are specifically prohibited from entering these properties.
- 1.14 No peddling, solicitation or any commercial enterprise shall be conducted on Community property.
- 1.15 Management shall have the right of access onto the lots at all times for the purpose of inspection and utility maintenance. When practical, reasonable prior notification shall be given by management. Residents shall not unreasonably withhold consent for the Community operator to enter the manufactured home for necessary inspections, repairs, improvements etc.
- 1.16 Management reserve the right to conduct annual inspections of every home and lot during the month of May to see that homes and lots are being kept to community standards.
- 1.17 Loud parties, radios or televisions or other excess noise are prohibited, including noises that disturb the peaceful enjoyment of the community by its residents. Each resident and his/her guests shall conduct themselves in a manner that will not disturb the peaceful enjoyment of the community by neighbors or other community occupants. Any offensive noise, which disturbs the peace and enjoyment of the Community residents, may result in a ban or restriction on the source of the disturbance, including eviction of the resident and/or his/her guests.
- 1.18 Residents shall personally refrain from and forbid any other person on the premises from intentionally or negligently destroying, defacing, damaging, or removing any fixture, appliance or other part of the community. Residents will be held responsible for any violation or damage in the Community caused by guests, repair people or other individuals who enter the Community premises either on behalf of or on the request of the resident.

- 1.19 Maywood Community Inc. (The Operator) will not be responsible for accidents, injuries to Tenants' person, or loss of Tenant's property by fire, theft, wind, flood, or other natural act beyond the control of The Operator. Residents shall obtain personal and premises liability insurance coverage in an amount not less than \$100,000.00. Tenant shall indemnify and hold harmless The Operator for property damage or injury on The Operator's premises, which is not caused, by The Operator or its employees. Tenants shall provide The Operator with a certificate of insurance including a twenty (20) day advance notice of cancellation.
- 1.20 No guy wires, cables, or other devices for the purpose of anchoring, settling or in any way attaching antennas, external appliances or manufactured home units themselves may be located within the Community without the prior consent of the Management.
- 1.21 All residents are required to register their guest(s) who stay(s) more than 14 days at the office during office hours. There will be a charge of \$2.00 per day per guest for each overnight guest who stays more than 14 days on the Community property.
- 1.22 Any fuel oil, gasoline, heating oil or other petroleum-based products or by-products which the resident desires to dispose of shall not be poured into the Community sewer system but shall be removed from the Community premises and disposed in a satisfactory manner.
- 1.23 If for any reason there is no heat in resident's manufactured home during any sub-freezing temperatures, the resident must notify the office.

## **2. MANUFACTURED HOMES AND LOTS**

- 2.1 The exterior appearance of the manufactured home and adjacent structures must be neat and clean at all times. Failure to properly maintain the home to the standards of the Community are grounds for the termination of residency. If management deems necessary for the maintenance of the community, the lot and/or home will be maintained and serviced by management and the resident agrees to pay any fee associated with the maintenance and service.
- 2.2 Swing-sets, slides, etc. are not permitted. All other toys, balls, wagons, etc. are not to be left laying in the yard over night.

- 2.3 Immediately following the effective date of these Regulations, all manufactured home units located within the Community and all future manufactured home units which may enter the Community will be required to have vertical vinyl or vinyl-type skirting installed around the perimeter of the manufactured home unit as approved by the Management. The types and styles of approved skirting will be made available upon a request from resident to the Management Office. If a resident's presently-existing skirting is within the approved standards set forth by Management, the resident shall not be required to change said skirting. However, should any new or existing skirting, required by this Section, fall into disrepair or cease to effectively serve the purpose intended, then the Management may require said skirting to be replaced at the resident's costs.
- 2.4 Immediately following the effective date of these Rules and Regulations, all manufactured home units to enter the Community will be required to have a pitched, shingled roof with house-type full lap siding. Metal roofs, roll roofing, and flat roofs of any kind are prohibited. Any additions must match the siding and roofline of the manufactured home. Additions must first be approved in writing by the Community Management, and must meet all local codes and standards, which may apply by law.
- 2.5 No additions, alterations, or changes to any manufactured home and/or manufactured home lots may be made without prior written consent of the Management. Local building codes may require a permit and the resident is responsible for obtaining all necessary permits. Compliance with all state and local codes is the responsibility of the resident. Community Management does not assume any responsibility or liability for resident's failure of compliance.
- 2.6 The location and installation of all wall/window-mounted or central air conditioners must be approved in writing by Community Management prior to installation. Wall/window mounted air conditioners shall not be installed in front of any manufactured home. Failure to comply with this rule will result in the immediate removal of said unit.
- 2.7 Residents with wood burning stoves, fireplaces, etc., shall be permitted to store firewood on the manufactured home lot itself. However, said firewood storage shall not exceed two cords during winter season when heating is actively required and further shall not exceed one rick in the summer season when normal heat usage is not required. All firewood shall be neatly stacked and stored in a location approved by the Management,

- 2.8 The manufactured home owner will have the necessary electrical connections to the outlets done by a qualified electrician subject to the approval of the Management and ensure that the connecting cord is of the proper type. The Resident is responsible for the service performed by the electrician the resident has selected for service. No resident shall tamper with the Community utilities. Resident accepts all responsibility for any alteration, modification or tampering with the community utilities and the lines, connectors or boxes.
- 2.9 The use of water supply is not permitted for sprinkling of lawns with the exception of a newly seeded lawn, and then only until it is established. Furthermore, water is not to be used for washing cars.
- 2.10 Water and sewer charges for the manufactured home Community are borne by Community Management. However, unnecessary and excessive use of water, such as leaving sprinklers unattended, or permitting water to run down the street, or failing to immediately repair dripping faucets and running toilets will result in extra charges to the resident.
- 2.11 No landscaping changes, planting or digging, including but not limited to tree plantings, may be made by resident without first obtaining approval from Community Management so that sewer, water, gas, electric, cable and other underground facilities may be taken into consideration. The resident will be charged for the service or repair of any underground utility lines damaged by digging or planting on the premises.
- 2.12 Vegetable gardens may be permitted on a restricted basis as to size, type and location only upon receipt of written approval from Community Management. The planting of any vegetables in the landscaped areas is not permitted.
- 2.13 Resident shall not drive rods, stakes or pipes or other objects into the ground or dig in any area without first obtaining written approval from Community Management.
- 2.14 Resident is responsible to maintain in good repair any and all water, sewer, gas and electric lines or pipes outside the manufactured home up to the point of connection with Community facilities. If a resident causes any line or pipe to become clogged or stopped up because of foreign matter, it will be the resident's responsibility to assume the cost for opening or otherwise servicing the system.
- 2.15 Trucks over 3/4 ton, commercial vehicles, trailers, carry-alls, etc. are not permitted on manufactured home lot.

- 2.16 Patios, driveways, and sidewalks are the responsibility of the Resident, and they must be kept free of gasoline and oil stains. When damage to asphalt or concrete is caused by neglect, ignorance, abuse, or normal wear and tear, resident must promptly repair said damage, within ten (10) days or as agreed by Management, or a charge to the resident for such repairs will be made for work performed by the Community Management.
- 2.17 Sidewalks and driveways must be kept clean of snow and ice. Use of rock salt or any other products that will harm concrete is forbidden. Be considerate of other residents and do not block driveways or mailboxes with vehicles. Management will act upon complaints by residents of the lack of access to their lots immediately.
- 2.18 No resident shall fail to maintain his/her lawn in a good sightly and well-groomed manner. If the resident fails to so maintain his/her yard to the standards of the Community, Community Management may, but will not be required to perform all work such as mowing, fertilizing and other services necessary to upgrade the yard. Resident will be billed at the current rates for material and labor and shall pay such fees when the fee becomes due. Failure to pay such costs will be grounds for the termination of residency.
- 2.19 To keep a clean and neat look within the Maywood Community, only plants, flowers and bushes are permitted within the first 25-foot setback from the Community roads. That is, the placement of any lawn ornaments, signs, etc. within the first 25-foot setback requires written permission from the Community Management.
- 2.20 Clothes may not be hung outdoors for drying or airing except on management approved fixtures and location thereof. Hanging clothes out on Sundays or holidays is not permitted.
- 2.21 The use of firearms or fireworks of any description is forbidden in the Community and the Resident accepts all responsibility for the possession and/or discharge of such items, including but not limited to the reimbursement to management for any damage or liability sustained by the Community.

### **3. AUTOMOBILES**

- 3.1 The speed limit in Maywood Community is 15 mph.
- 3.2 Automobiles shall be parked only in the designated areas, not on Community roads or lawns.
- 3.3 No major repairing or overhauling of automobiles is permitted in the Community.



- 3.4 Trucks over three-quarter (3/4) ton (fuel oil, bottle gas, deliver, etc.) are NOT permitted in the Community without Management approval prior to entry.
- 3.5 All automobiles must be used regularly and have current license plates. Otherwise, Management will have the vehicle towed at owner's expense.
- 3.6 All operators of motor vehicles within the Community are responsible for having the proper vehicle license for operation and must be able to provide immediate proof of such license upon request.
- 3.7 Canoes, boats, etc. are not permitted in the Community without Management approval.
- 3.8 When resident is accepted for residence, Maywood Community Inc. agrees to provide space for the resident's manufactured home and automobile(s). Recreational vehicles such as boats, travel trailers and snowmobiles are the resident's responsibility, and resident must find storage space elsewhere if the Community does not have any space available. If the Community stores them, it will be at the resident's risk, and the resident will be charged storage fees. The Community accepts no responsibility or responsibility for any item in storage on community property.

#### **4. STORAGE AND FIRE PROTECTION**

- 4.1 Snow plow blades are not permitted to be stored in the Community within sight during the summer months.
- 4.2 All garbage must be kept in a rodent-proof and watertight garbage can. The Resident is responsible for any damage incurred by the failure to maintain the garbage area.
- 4.3 Propane gas containers on a manufactured home lot must be installed by a qualified installation company and shall be securely but not permanently fastened to prevent accidental overturning. The Resident is responsible for any liability or damage, which is incurred by the Resident or his/her guests or invitees under this rule.
- 4.4 Propane gas containers shall not be stored or located inside or beneath any storage cabinet, manufactured home, or any other structure, unless such installation is approved by the Health Department.
- 4.5 No open fires are permitted.
- 4.6 No material that could present a fire hazard or attract insects or rodents is permitted to be stored under or around a manufactured home.

- 4.7 All manufactured home units will be required to obtain fire extinguishers, and said fire extinguishers shall be maintained in good working condition.
- 4.8 The Resident is responsible for any liability or damage, which is incurred by the Resident or his/her guests or invitees under the rules above, including but not limited to any damage or liability sustained by the Community.

## **5. ANIMALS**

- 5.1 Dogs are not allowed in the Community. Any other pets must have written permission from the Management, and pets must be kept inside. Any pets seen running loose in the Community will be taken to the Pound.
- 5.2 Feeders of all types (birds, chipmunks, squirrels, etc.) must be located on the patio side of the home no less than 25 feet from the road and no less than 15 feet from the back property line of the lot.
- 5.3 Ground feeding of any animals is prohibited due to health hazards posed by rodents.

## **THE RULES AND YOUR RESIDENCY**

The Resident is responsible for any liability or damage, which is incurred by the Resident or his/her guests or invitees under the above-stated rules.

Even though these rules state at various sections that a violation of that particular section will be grounds for removal and eviction from the premises, residents should understand that any substantial, continuing or repeated violation of any of these Rules and Regulations by a resident that is not corrected by him/her and causes damage to a dwelling or seriously interferes with the comfort or safety of another resident shall be grounds for eviction.

These Rules and Regulations shall become effective thirty (30) days after adoption. Date of adoption shall be the same date as the effective written notice of these Rules and Regulations being given to each resident of the Community and posted within the Community, this date being the 1<sup>st</sup> day of December, 2000.

PLEASE NOTE: These Rules, Regulations and rental fees may be changed by Community Management by giving notice in writing of any change(s) and the effective date of the change(s) to all residents at least thirty (30) days prior to the effective date of such change(s). The resident agrees to be subject to all subsequent amendments and modifications to these rules and agrees without further signature to be bound and obliged by these rules and will comply with the same.