

Otranto Acres, LLC

A Manufactured Housing Community

2908 Otranto Road, North Charleston, SC 29406

Telephone: 843-797-3542

Mailing Address: P. O. Box 3281, Summerville, SC 29484-3281

Welcome to Otranto Acres, LLC a manufactured housing community. In that your living experience here will be pleasant and comfortable and in order to protect your right of privacy and the rights of all others concerned, we have found it necessary to require the following regulations and agreements as a condition precedent to renting a mobile home space in our park. These regulations and agreements shall be enforced with firmness and fairness, and we ask that each tenant and their guests give us their sincere cooperation so that each tenant can enjoy to the fullest their stay at Otranto Acres.

1. **RENT:** All rent checks are payable to Otranto Acres, LLC. Rent is due on the first day of each month and must be sent to **OTRANTO ACRES, LLC, P.O. BOX 3281, SUMMERVILLE, SC 29484-3281**. If the tenant fails to pay any rent installment within five (5) days after the same shall be due, the amount of each delinquent installment shall be increased by the sum of \$25.00 on the 6th day; \$5.00 per day on and after the 11th; and eviction warrants will be filed on the 16th at a charge of \$51.00. Checks and money orders are acceptable, but only in the amount of the rent. All checks are subject to collection. If your rent check is returned from the bank for insufficient funds, or not honored by the bank for any reason, you will be charged by the owner the sum of \$30.00, representing the bank charge for dishonoring the check plus additional paperwork and inconvenience of the owner, and delinquent charge mentioned above for late payment. If a check is returned from the bank, payment must be made by a cashier's check or money order. A \$75.00 deposit for lot cleanup and breakage is required in advance and shall be forfeited if the lot is not left clean and raked, all cement blocks, trash and tie-downs removed, and if grass is not cut immediately upon moving or if any property of owner has been damaged or destroyed or tenant is in default under any term of this agreement. A \$10.00 deposit for the mailbox key is required in advance.

2. **ADMITTANCE:** The owner will notify the applicant within 15 days after receiving the purchaser's written application of approval or disapproval. Right is reserved by owner to refuse admittance and to evict anyone for failure to abide by all park regulations and agreements herein written and to evict anyone for failure to abide by all park regulations and agreements herein written and to be revised from time to time by the owner. The owner reserves the right to evict any objectionable person or persons who cause a disturbance or become a nuisance. The owner shall be the sole judge of who is objectionable and what constitutes a disturbance or nuisance. References may be required and checked before admittance.

The mobile home must be of good appearance and in good repair or it will not be permitted to be initially parked or remain on the lot at Otranto Acres. The mobile home cannot be older than five (5) years. Tenant shall give all information required by the owner concerning employment, credit references, and names and ages of all persons who shall occupy the mobile home, telephone numbers, license numbers of all cars to be parked on the premises, marital status and similar information and owner is hereby permitted to verify the same. Occupancy is on a month to month basis.

3. PARKING AND MOVING OF MOBILE HOME: All parking and moving of mobile home shall be done by and under the supervision of the tenant or his agent, and the tenant shall be solely responsible for any and all damages as a result of parking or moving the mobile home. All parking and moving of mobile home shall be done during normal business hours so the owner may observe parking and moving of the same. Reasonable notice shall be given to the owner prior to the parking or moving to any mobile home. New tenants are responsible for proper connection to water, sewer, electrical, telephone and all other utility outlets. All tie-downs must be taken up by tenant immediately upon moving. A licensed electrician is required for all electrical work. Each tenant is responsible for their plumbing and electrical permits.

4. CARE AND APPEARANCE OF MOBILE HOME SPACES: Each mobile home space must be kept neat and clean. Trash, cans, bottles, boxes or other unsightly debris will not be allowed. No fences of any kind whatsoever shall be permitted on or around any mobile home lot. Storage sheds shall be factory made (no home made sheds) and shall be placed behind mobile home out of sight in a place approved by the owner. Our preference on lines is the clothes line umbrella. Clothes lines shall be placed out of sight in a place approved by the owner. Vacant spaces are not to be disturbed nor plants removed. All shrubbery and trees planted by any tenant shall become the property of the park. Because of underground utilities such as water, electric, telephone and cable television installed or to be installed, the owner must be consulted in advance in regards to planting or digging of any kind. The tenant is expected to maintain the yard in an immaculate condition. Lawns must be mowed by tenant. Neglected yards will be mowed and/or cleaned at the tenant's expense. If grass is permitted to grow too high, (in owner's sole opinion) the owner shall have the grass cut and bill the tenant a charge of \$30.00. Treated decks must be approved by the owner prior to installation. Skirting around the bottom of each mobile home is required and is to be installed by the tenant at your expense within 45 days of occupancy. Vertical vinyl panels is the only approved type of skirting. The owner reserves the right to enter on all properties controlled by the park to inspect, make repairs and any other things pertinent to the operation and maintenance of the park's property.

5. **PEACE AND QUIET:** To help maintain the quiet and peaceful environment that you require, radios, stereos, televisions, and other sources of noise must be kept within limits of moderation at all times. Fireworks are not allowed.

6. **VEHICLES:** There are two designated parking spaces per lot. Designated visitor parking spaces are for short term guest parking only. All vehicles shall be parked on the designated paved area adjoining your lot. No parking is permitted on any grass area, on or off the lot. Any cars parked on the grass shall be towed away at the owner's expense. Cars that are disabled, in need of repair, unregistered, have expired tags, or appear to be abandoned need to be removed from the park immediately or they will be towed away by the park at the owner's expense. No repairing or overhauling of cars, trucks, or other vehicles is permitted. Minor adjustments are permitted. No washing of vehicles will be permitted. A fee of \$15.00 will be charged for non-compliance. Speed limit for all vehicles is 15 MHP! Motorcycles and mini-bikes and similar modes of transportation will not be allowed to ride through the park except as transportation to and from the vehicle owner's space. No school buses, trucks bigger than $\frac{3}{4}$ ton pick-ups, wreckers, tractor trucks, or go carts are permitted. All unnecessary muffler noise is prohibited.

7. **GARBAGE AND TRASH:** Garbage is collected by Charleston County. Please have your garbage cans available for pick up on the regular pick up days. If you miss the regular garbage pick up, please move the garbage from the front to the rear of your mobile home until the next regular pick up day. All garbage cans must be regularly kept at the rear of the mobile home out of view on an acceptable metal stand to prevent the cans from being tipped over and to facilitate cleaning around them. The State Health Department requires that nothing be stored beneath the mobile home so as to prevent harborage of rodents and/or fire.

8. **PETS:** Your pet cannot exceed 11 inches shoulder height at maturity. No pets are permitted outside home except when being walked on a leash. Pets are not to be tied up outside. Pets running loose outside or pets kept in a pen outside would present too many problems for congenial mobile home living. A pet owner or custodian is prohibited from allowing the pet to "soil, defile, or defecate" on any public property, other than the owner's own yard unless the owner immediately cleans up the mess (this includes streets). Pet owners must clean up their pet's droppings from their own yard so as not to cause unhealthy or offensive living conditions in their yard or in the adjacent yard. Absolutely no pets may be permitted to urinate on shrubbery at any time. The fine for violating this regulation is \$75.00. Repeated offenses of this regulation will result in eviction from Otranto Acres. No exceptions!! Pooper scoopers are available at any pet store.

9. **MAINTENANCE OR EMERGENCY:** For regular maintenance, call the office during the hours of 8:00am – 4:00 pm, Monday through Friday at 875-3542. If you have a maintenance emergency outside of office business hours, please call Bob Peebles, Owner, at 437-8469. For police protection, call the Charleston County Police Department.

10. **WATER AND SEWER:** City water and sewer are provided at the expense of the owner. Both are very expensive and any over abundance of use by any tenant for any reason shall result in an increase in that particular tenant's lot rent. The owner reserves the right to inspect the tenant's mobile home for water waste, i.e. running toilets, dripping faucets. Please keep your water hoses and connections checked for water leaks and wrap the same during the winter to prevent freezing and bursting. Water may not be left running to prevent freezing. You must use heater tape to wrap all water hoses and pipes. Remember, there is no washing of cars in the park at any time.

11. **NUISANCES AND WILD PARTIES:** If your neighbor creates noises to the extent they become a nuisance, such as blasting a radio or television or wild drinking parties, call the Charleston County Police Department at the time of the nuisance. After you have called the police and they have investigated, please notify the Office of your complaint during regular business hours. Nuisance situations will not be tolerated. If your neighbor's radio or television is just a little loud, give them a friendly call, and ask them to turn it down a notch.

12. **SALE OR RENTAL OF MOBILE HOMES:** Tenants are prohibited from renting their mobile home or permitting anyone else to occupy it at any time. If the tenant sells the mobile home while parked at Otranto Acres, the purchaser must complete an application with the owner prior to occupying the mobile home. If the application is not accepted, the mobile home must be moved from the park upon termination of occupancy of the original owner. Reasonable notice shall be given to the owner prior to moving any mobile home. All moving of mobile homes shall be done during normal business hours so the owner may observe the moving.

13. **TERMINATING RESIDENCE:** The tenant or heir hereby agree the mobile home shall not be moved from the lot at Otranto Acres until all rent, late charges and damages, if any, have been paid in full to the owner. Tenants contemplating moving must notify the owner in writing 30 days prior to moving in order for the owner to complete the details of your checkout and give the owner time to advertise for a new tenant. The tenant must pay the full amount of the monthly rent until the last day of their 30 day written notice. The owner will assist in moving your mobile home in order that all utilities may be properly disconnected and to avoid damage to your mobile home, trees, shrubbery and patios. Leave your forwarding address and mail instructions with the Office and at the United States Post Office. The tenant or owner has the right to terminate this agreement upon giving 30 days prior written notice.

14. **LIABILITY:** The owner is not responsible for fire, theft, or damages in any way, shape or form to any mobile home, car or other personal property belonging to the owners living therein; neither will the owner be liable for any personal injuries to any persons occupying such mobile home or being upon premises of Otranto Acres or any adjoining property. Tenant will at all times indemnify and save harmless the owner from and against any and all liability and costs arising from injury to persons or property on said premises including reasonable attorney's fees. The tenant, and his heirs, shall pay as additional rent all attorney's fees, court costs and other costs and expenses incurred by the owner because of any violation or default of tenant under this agreement or incurred by the owner in enforcing the terms of this agreement against the tenant. The owner is not responsible for damage, injury or loss by accident, theft, or fire to either the property or person of any tenant or guest. You enter and live in the park at your own risk. Anyone destroying or damaging the property of the park intentionally or accidentally will be charged the costs of repairs.

15. **IMPROPER CONDUCT:** The owner reserves the right to evict any occupant for reasons of becoming a nuisance, improper conduct or failure to pay promptly any rent, late charges or other fees or violating any park regulations and agreements and for any act that may be detrimental to other occupants.

16. **NARCOTICS:** Mere suspicion of the use or possession of any unlawful narcotics or drugs on the premises hereby gives the owner the right to evict any tenant or occupant. Sole possession or use of any unlawful narcotics or drugs under any circumstances shall also hereby give the owner the right to evict any such tenant or occupant.

17. **EVICTION:** The owner may evict a resident for failing to comply with any of the aforementioned regulations and agreements.

Lot Number: _____

Lot Rent Rate: _____

Signed, sealed and delivered this _____ day of _____, 200_____.

TENANTS:

OWNER OF OTRANTO ACRES, LLC
