



Welcome to Otranto Acres LLC, a manufactured home community. The following agreement is required in order that your living experience here will be pleasant, comfortable, and for the protection of your right of privacy and the rights of all concerned. This agreement is precedent to renting a home site in our community and shall be enforced firmly and with fairness. We ask that each Resident and their guests give us their sincere cooperation so that everyone can enjoy to the fullest, life in Otranto Acres.

1. **RENT:** The base monthly lot rent rate includes water, sewer, and trash pickup for up to two occupants. Additional occupants are charged a monthly per person fee for additional water and sewer usage. 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, 2908 Otranto Rd. (Office) N. Charleston, SC 29406** or placed in the Rent Drop Box at the office. If the Resident fails to pay any rent installment within five (5) days (Not later than 5:00pm on the 5<sup>th</sup>) after the same shall be due, the amount of each delinquent installment shall be increased by the sum of \$45.00 on the 6<sup>th</sup> day; \$5.00 per day on and after the 11<sup>th</sup>. Eviction warrants will be filed on the 10<sup>th</sup> at a charge of \$50.00. 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 due to insufficient funds, or not honored by the bank for any reason, you will be charged by Otranto Acres LLC the sum of \$30.00. This covers the bank charge for dishonoring the check, additional paperwork, and inconvenience for management. In addition, the delinquent fee mentioned above for late payment will be charged. 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 Resident is in default under any term of this agreement. A \$10.00 deposit for the mailbox key is required in advance.

2. **ADMITTANCE:** Otranto Acres LLC will notify the applicant within 15 days after receiving the applicant's written application of approval or disapproval. Right is reserved by management to refuse admittance or to evict anyone for failure to agree to or to abide by all park regulations and agreements as herein written or as revised from time to time by management. Management reserves the right to evict any objectionable person or persons who cause a disturbance or become a nuisance. Otranto Acres management shall be the sole judge of who is objectionable and what constitutes a disturbance or nuisance. References may be required and checked before admittance. Applicant agrees to both a criminal background and credit check being conducted. Should an approved occupant vacate Otranto Acres for a period of time greater than 120 days, that occupant must reapply for residency prior to returning to Otranto Acres as a Resident. A manufactured home must be of good appearance and in good repair or it will not be permitted entrance or be allowed to remain on a lot in Otranto Acres. The manufactured home cannot be

older than five (5) years. Resident shall give all information required by Otranto Acres LLC concerning employment, credit references, names, and ages of all persons who shall occupy your home. Applicant will also provide telephone numbers, license numbers of all cars to be parked on the premises, marital status and Otranto Acres LLC is hereby permitted to verify the same. **Occupancy is on a month to month basis and is restricted to those occupants listed on the application unless prior written authorization is granted. This policy also applies to any Guest/Visitor who occupies a Resident's home more than seven days in any given month.**

**3. LOCATING AND MOVING OF MANUFACTURED HOME:** All parking and moving of manufactured homes shall be done by and under the supervision of the Resident or his agent, and the Resident shall be solely responsible for any and all damages as a result of locating or moving the mobile home. All setting up or and moving of manufactured homes shall be done during normal business hours so Otranto Acres management may observe set up and moving of the same. Reasonable notice shall be given to management prior to the placing of or moving in to any manufactured home. New Residents are responsible for proper connection to water, sewer, electrical, telephone and all other utility outlets. All tie-downs must be taken up by Resident immediately upon moving. A licensed electrician is required for all electrical work. Each Resident is responsible for their plumbing and electrical permits.

**4. CARE AND APPEARANCE OF MANUFACTURED HOME SITES:** Each manufactured home lot must be kept neat and clean. Excessive display of lawn ornaments (Flower pots and other decorations) is prohibited. Trash, cans, bottles, boxes or other unsightly debris will not be allowed. No fences of any kind will be permitted on or around any manufactured home lot. Only one storage shed per lot is permitted and shall be factory made with wood frame, Gable Style roof (no homemade) and shall be placed to the rear of your lot in a least conspicuous location approved by Otranto Acres LLC. Clothes lines are not permitted. Vacant lots are not to be disturbed nor plants removed. All shrubbery and trees planted by any Resident shall become the property of the community. Because of underground utilities such as water, electric, telephone and cable television, management must be consulted in advance in regards to planting or digging of any kind. The Resident is expected to maintain the yard in an immaculate condition. Lawns must be mowed and neatly trimmed by Resident. Neglected yards will be mowed and/or cleaned at the Resident's expense. If grass is permitted to grow too high, (in Managements sole opinion) management shall have the grass cut and bill the Resident a charge of \$30.00. Above ground swimming pools, trampolines and basketball hoops are not permitted. Skirting around the bottom of each home is required and is to be installed by the Resident at your expense within 45 days of occupancy. Vertical vinyl panels are the only approved type of skirting and must be maintained in good condition. Management reserves the right to enter on all properties controlled by the community to inspect, make repairs and any other things pertinent to the operation and maintenance of the community's property.

**5. Changes, Alterations or Additions to Exterior of Home:** No changes, alterations, or additions to the exterior of the home can be made without prior approval by Otranto Acres LLC. This includes, but is not limited to, decks, and awnings. All Awnings must be factory manufactured and made of aluminum. Anyone seeking such consent shall submit a description of the proposed change, alteration, or construction including adequate plans and specifications. Consent will be given in writing. Work is not to begin until written consent is received by Resident. Project description shall be reviewed with regard to harmony of exterior design, attractiveness, location in relation to surrounding structures and topography. Any violation of any part of Section 5

which is not corrected within 14 days of notification by certified mail shall invite Otranto Acres LLC to evict the Resident. Construction shall meet all applicable Building Codes. Permits must be obtained when project exceeds \$500.00 as per Charleston County Law.

6. **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.

7. **VEHICLES:** Our vehicle policies are for the benefit of all Residents. To avoid being towed at owner expense it is important that Residents and their guests adhere to the following parking policies.

A. Two vehicles/parking spaces per household.

B. Make sure your parking permit is hanging from your rearview mirror facing the front of your vehicle. All other vehicles are considered unauthorized.

C. Make sure you are parked in your lots designated parking spaces. Permit number and parking space number must match.

D. Make sure visitors are parked in the designated visitor parking spaces or in one of your unused designated spaces.

E. Make sure extended stay visitors (Those staying later than 2:00AM) have a visitor parking permit hanging from their rear view mirror.

F. Designated visitor parking spaces are for short term visitor parking only. Violators will be noted and towed. If you have a guest requiring more than three days parking, call me for an extension of visitor parking not to exceed an additional four days.

G. Make sure your vehicle is not encroaching on an adjacent parking space prohibiting the adjacent space from being used.

H. No parking on grass.

I. Cars that are disabled, in need of repair, leaking fluids, unregistered, have expired tags, or appear to be abandoned need to be removed from the park immediately. No repairing or overhauling of cars, trucks, or other vehicles is permitted. Minor adjustments are permitted.

J. No washing of vehicles will be permitted. A fee of \$15.00 will be charged for non-compliance.

K. **Speed limit for all vehicles is 15 MHP.** Speeds in excess of 15 MHP will result in termination of the violator's rental agreement.

L. Motorcycles, mopeds, and similar modes of transportation will not be allowed to ride through the park except as transportation to and from the vehicle owner's lot. Mini-bikes, go-carts, motorized toy scooters, and any other form of toy transportation are not permitted in Otranto Acres, as they pose a substantial safety hazard both to the children driving them and to others in the community.

M. No school buses, trucks bigger than ¾ ton pick-ups, wreckers, and tractor trucks (Semi), are permitted. All unnecessary muffler noise is prohibited.

**If your vehicle is towed by American Towing you can claim your vehicle Monday – Friday 8am – 5:30pm and Saturday 8am – 2:30pm. American Towing can be reached at 843-747-8500. They are located at 4550 Rivers Ave. Suite A, N. Charleston, SC 29405.**

8. **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 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 home so as to prevent harborage of rodents and/or fire.

9. **PETS:** Inoculation records for and a picture/digital image of pet must be attached to the application. Pets are not permitted that exceed or that will grow to exceed 11 inches shoulder height at maturity. **The following dog breeds are specifically banned both because of size and because of insurance requirements: Doberman Pinchers, Alaskan Malamutes, Huskies, Chows, Rottweilers, Bull Mastiffs and Pitt Bulls.** No pets are permitted outside of the 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 not be compatible with congenial life in a manufactured home community. Pets with vicious tendencies will not be permitted on premises. A pet owner or custodian is prohibited from allowing the pet to “soil, defile, or defecate” on any public property or the owner’s own yard unless the owner immediately cleans up the waste (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 pet policy will result in eviction from Otranto Acres. No exceptions!! Pet care stations are available for your convenience throughout Otranto Acres. Pets of visitors shall be the responsibility of the Resident.

10. **MAINTENANCE OR EMERGENCY:** For regular maintenance, call the office during the hours of 9:00am – 4:00 pm, Monday through Friday at 797-3542. If you have a maintenance emergency outside of office business hours, please call Bob Peebles at 437-8469. For police protection, call the Charleston County Police Department.

11. **WATER AND SEWER:** City water and sewer are provided at the expense of Otranto Acres LLC. Both are very expensive and any over abundance of use by any Resident for any reason shall result in an increase in that particular Resident’s lot rent. Otranto Acres management reserves the right to inspect the Resident’s 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.

12. **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.

13. **SALE/RENTAL/OCCUPANCY OF MANUFACTURED HOMES:** Residents are prohibited from renting/subletting their home. Additionally, Otranto Acres LLC must receive prior notification of any additional occupants not listed on application, and all proposed occupants 18yrs. and up must submit an application and receive written consent from Otranto Acres LLC before occupancy will be permitted. Violations regarding occupancy policy will result in the automatic termination of Residents Rental Agreement.

If the Resident sells their home while located in Otranto Acres, the purchaser must complete an application with management prior to occupying the home. If the application is not accepted, the manufactured home must be moved from the community upon termination of occupancy of the original owner. Reasonable notice shall be given to Otranto Acres LLC prior to moving any home. All moving of homes shall be done during normal business hours so the owner may observe the move. OCCUPANCY REQUIREMENT EFFECTIVE OCTOBER 1, 2017 FOR ANY SUBSEQUENT OCCUPANTS.

**14. TERMINATING RESIDENCY:** The Resident or heir hereby agree their manufactured 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 management. Residents contemplating moving must notify the community manager in writing 30 days prior to moving in order for the management to complete the details of your check out and give reasonable time to advertise for a new Resident. The Resident must pay the full amount of the monthly rent until the last day of their 30 day written notice. Management will assist in moving your home in order that all utilities may be properly disconnected and to avoid damage to your home, trees, shrubbery and patios. Leave your forwarding address and mail instructions with the Office and at the United States Post Office. The Resident or community manager has the right to terminate this agreement upon giving 30 days prior written notice.

**15. LIABILITY AND INDEMNIFICATION:** Neither Otranto Acres LLC nor its Principles are responsible for fire, theft, or damages in any way, to any manufactured home, car or other personal property belonging to the owners living therein; neither will Otranto Acres LLC or its Principles be liable for any personal injuries to any persons occupying such mobile home or being upon premises of Otranto Acres LLC or any adjoining property. Resident will at all times indemnify and save harmless Otranto Acres LLC and its Principles 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 Resident, and his heirs, shall pay as additional rent all attorney's fees, court costs and other costs and expenses incurred by Otranto Acres LLC and its Principles because of any violation or default of Resident under this agreement or incurred by the Otranto Acres LLC and its Principles in enforcing the terms of this agreement against the Resident. Otranto Acres LLC and its Principles are not responsible for damage, injury or loss by accident, theft, or fire to either the property or person of any Resident or guest. You enter and live in the community at your own risk. Anyone destroying or damaging the property of the community intentionally or accidentally will be charged the costs of repairs.

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

**17. NARCOTICS/CRIMINAL ACTIVITY:**

1. Sole possession or use of any unlawful narcotics or drugs under any circumstance, shall hereby give Otranto Acres LLC the right to evict any such Resident, occupant, guest, or another person under Resident's control.

2. Criminal activity by a Resident, occupant, guest, or another person under Resident’s control that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents and management shall also give Otranto Acres LLC the right to evict the responsible Resident. Proof of the violation shall be by a preponderance of the evidence, unless otherwise provided by the law.

18. **WAIVER:** I understand that a waiver request that is in any way detrimental to the health or safety of any Resident or guest in the community will be denied. I also understand that there may be other considerations that result in denial, or conditions which must be satisfied precedent to waiver being granted. If Otranto Acres LLC grants, in its sole discretion, a waiver in writing of any one or more of these rules with respect to any one or more of these Residents this waiver shall not be deemed a waiver of any other rule or right unless expressly stated. A waiver on behalf of a specified individual shall not be deemed a waiver for any unspecified individual.

19. **AMENDMENTS:** Amendments to the Rental Agreement may be made from time to time by Otranto Acres LLC. Copies of these amendments shall be distributed to Community Residents. A Rental Agreement is available for your reference at: [otrantoacres.com](http://otrantoacres.com)

20. **EVICTIION:** Otranto Acres LLC may evict a Resident for failing to comply with any of the aforementioned regulations and agreements.

Lot Number:\_\_\_\_\_ Total Occupants:\_\_\_\_\_ Monthly Lot Rent Rate:\_\_\_\_\_

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SIGNATURE(S)**

RESIDENT(S) \_\_\_\_\_

MANAGER OF OTRANTO ACERS LLC \_\_\_\_\_