

NO FILE

Ohio

Public Utilities
Commission

16
17-1242-EL-CSS
Case Number

Public Utilities Commission of Ohio
Attn: Docketing
180 E. Broad St.
Columbus, OH 43215

Formal Complaint Form

Jude McDowell
Customer Name (Please Print)

7565 W STATE RT 571 WASH
Customer Address

West Milton OH 45383
City State Zip

Against

Account Number

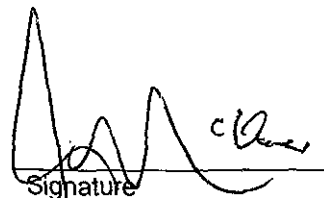
DP&L
Customer Service Address (if different from above)

Dylon power light
Utility Company Name

City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

~~I~~ BEEN TRYING TO GET DP&L IN MY
NAME ONCE I WAS APPROVED IN MARCH DP&L
REFUSED, STILL HAVE NO POWER! THE ESTATE POST BILLS
WAS NOT MY PROBLEM


Signature

~~937-573-8269~~ 937-573-8269
Customer Telephone Number

2017 MAY 12 PM 12:08

PUCO

PINEBROOK ESTATES MOBILE HOME COMMUNITY
7515 ST. RT. 571
West Milton, Ohio
Phone/Fax: (937) 473-5165

PREFACE: Management of your community offers Equal Housing Opportunities. We do business in accordance with Federal Fair Housing Laws and will not discriminate against any person because of race, color, religion, sex, disability, familial status or national origin in the sale or rental of housing or residential lots; advertising the sale or rental of housing; financing of housing; or in providing real estate brokerage services.

Welcome to the Pinebrook Estates Mobile Home Community! It is our desire that you and your family enjoy living here and will consider our community as your home.

We have designed a number of guidelines that we hope will maintain the community in such a way as to make you pleased to live here. The standards outlined in these rules should serve as a guideline of behavior for the residents and their guests and will establish conformity amongst all of our residents.

I. OCCUPANCY AND RENTAL

1. **OWNERSHIP:** Only one person can be the owner of a manufactured home except 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 residency. Residency shall terminate if the owner does not occupy the manufactured home.
2. No manufactured home shall accommodate or be occupied by more than two persons per bedroom, not related by blood or marriage, including the owner [resident] and family.
3. **DEATH OF A RESIDENT:** If there is only one owner of the home and that person dies, a remaining spouse shall have the option of continuing residency in the mobile home.
4. **ABSENCE FROM COMMUNITY:** A resident who is absent from the premises for thirty or more consecutive days without first notifying community management, and who is in default of rent, will be considered to have abandoned the property and management, at its sole option, may dispose of the property and all remaining personal property as provided by law.

TRANSMISSION VERIFICATION REPORT

TIME : 04/25/2017 11:39
NAME : MIAMI GRAPHICS
FAX : 9376983811
TEL :
SER.# : 000C7J430730

DATE, TIME	04/25 11:37
FAX NO./NAME	3314880
DURATION	00:02:12
PAGE(S)	08
RESULT	OK
MODE	STANDARD
	ECM

John S. Jones
Attorney at Law

867 High Street • Suite C • Worthington, OH 43085

COLUMBUS
OH 430
20 MAR '17
PM 11



062S0000644291
\$0.460
US POSTAGE
FIRST-CLASS
FROM 43085
MAR 20 2017
stamps.com



Jude McDowell
141 Whitaker Ave.
Hamilton OH 45011-5751

RECEIPT**STATE OF OHIO****5501146666**

MIAMI COUNTY

04/10/2017 1:22:12 PM

JAN A. MOTTINGER

CLERK OF COURTS

Batch Number: 21372245 - 1

Bass Receipt Number:

Receipt Name:

Control Number: 133118780

County of Residence: BUTLER

Year: 1980

VIN: 01L16665

Make: ---

Make Desc: LIBERTY

Model Desc: LA1

Body Type: BH

Brand 1:

Brand 2:

Brand 3:

Owner Information

JUDE S. MCDOWELL

Previous Owner Information

JON D. HOLMBO

Lienholder Information

None

☐ Memo Issued**Property/Tax Information**

Purchase Date: 03/17/2017
Purchase Price: \$2,500.00
Trade-in Amount: \$0.00
Taxable Amount: \$0.00
Sales Tax Credit: \$0.00
Vendor Discount: \$0.00
Total Tax: \$0.00
Exempt: MH - MANUFACTURED OR MOBILE HOME

Fee Information

Title Fee: \$15.00
Archive Fee: \$5.00
Affidavit Fees: \$1.00
Total Fees: \$21.00

Payment Information

Payment Type: CASH - \$21.00 -

Total Due: \$21.00
Total Paid: \$21.00
Remaining Due: \$0.00
Change Due:
Change Type:

G
PTD

- 9 **VIOLENT ACTIONS:** Any resident or his/her guest who commits a violent action or engages in violent behavior in the Community will not be tolerated by Community Management. For the purposes of this Rule, "violent action" is defined to include any unwelcome sexual contact or sexual assault. Community Management will treat this action as a material rules violation.

VI. WATER BILLS & SEWER

Submetered Water & Sewer Systems:

Tenants are responsible for their water and sewage usage. Bills are due and payable on or before the first (1st) day of each calendar month during the term of this Rental Agreement. If a resident's bill remains unpaid after the fifth (5th) of the month, management has the right to initiate eviction proceedings for failure to pay a charge due and owing.

VII. SALE OF A MANUFACTURED HOME

1. **RIGHT TO SELL:** Each resident has the right to sell his manufactured home within the community if resident gives Community Management ten (10) days' written notice of intention to do so.
2. **PRIOR APPROVAL OF PURCHASER:** Occupancy within the community is permitted only by previously approved residents registered at the office for a designated site. Each resident shall bring a proposed or new purchaser to Community Management to complete all applications for residency and credit. The purchaser/new resident must meet all community rules and regulations requirements, credit approval, and personal character requirements. The purchaser/new resident must agree to all community rules and regulations and evidence that agreement in writing. You, as seller(s) have the right to be in attendance at any meeting between management and any prospective purchasers.
3. **REQUIREMENTS PRIOR TO SALE:** Any home that is being sold to a new purchaser must meet all local code requirements, including but not limited to electrical, health, safety and building codes. Management has the right to reject a prospective community resident based upon the manufactured home's failure to meet such local code requirements.

Community management reserves the right to maintain community standards, which regulate the quality and condition of the exterior and interior of any manufactured home within the community.

4. **SIGNS:** Residents are permitted to display one "For Sale" signs on one window inside your manufactured home. All other signs and/or advertisements shall not be displayed on any lot or on the exterior part of any manufactured home except upon written approval of management, and Community Management is authorized to remove any such sign without a risk of loss or liability.

5. **ABSENCE FROM COMMUNITY:** A resident who is absent from the premises for thirty or more consecutive days and who is not in default of rent remains responsible for any and all maintenance of the leased premises as if the resident were present and in residence. Failure to maintain your leased premises will result in the termination of your residency.
6. **DISABILITY:** Those persons seeking an accommodation for a disability must notify community management of the need for an accommodation and explain the accommodation needed. Management reserves the right to request medical or psychological verification of the disability and the accommodation requested by a medical practitioner. All physical changes, modifications or alterations to the community must first be submitted to Community Management for approval, which will not be unreasonably withheld. Management further reserves the right to request that a resident's accommodating facility or service meet the standards for occupancy of the community.
7. **APPROVAL:** All occupants of a home shall be approved prior to commencing occupancy. An application fee of \$16.00 shall be charged to residents moving into the community to cover the cost of credit and background checks. State law requires that all occupants of the home be registered with community management. Such approval will not be unreasonably withheld. A resident's failure to seek approval for a new occupant will constitute a material violation of these Rules. A security deposit equal to one month of current lot rent is required.
8. **GUESTS:** Occupants who stay in a home for either seven (7) consecutive nights or for seven (7) nights within a one month period must be registered with the Park as an occupant and must undergo the application process to be approved for occupancy. Occupants are not the leaseholders yet are still subject to compliance with the Community's Rules for Residency.
9. **TAXES & INSURANCE:** All residents are responsible for the taxes levied and charged to the home. Failure to keep taxes current will result in the termination of residency. A current copy of your homeowners insurance must be provided to the Community Management showing the current insurance coverage for the home. The Resident is responsible for maintaining insurance for the home and its contents and should be prepared to produce a copy of the current insurance binder to Management upon request.
10. **TITLE:** Community management requires that a copy of the title to the home be on file with management. A \$100.00 title deposit may be charged, and is refundable when a copy of the title is produced showing the home is titled in the new resident's name. Failure to present a copy of the title may be grounds for the termination of residency.

II. LEASE / SUB-LEASE

1. No resident may sublease or permit anyone to occupy the manufactured home while resident is not occupying the manufactured home [without express written permission of Community Management.]
2. Community management may lease manufactured homes it owns or leases on community lots. In this case, the resident need not be an owner.
3. Every person approved as an acceptable resident by Community Management will be given a copy of the Rules and Regulations and will be offered the option of a one (1) year rental agreement or a month-to-month rental agreement with essentially the same terms if the one-year lease is declined.

III. FEE PAYMENTS

1. **Rent:** All payments should be made payable to **PINEBROOK ESTATES** and mailed to PO BOX 86 / Covington, Ohio 45318. Payments are first applied to all fees and back balances, then to utilities and then rent. Rent and utilities shall be due and payable on or before the first (1st) day of each calendar month during the term of this Rental Agreement and is payable no later than the fifth (5th) day. A charge of forty (\$40.00) dollars per month will be added as a late charge for any rental payment postmarked after the first (1st) or any account left with balance due. The balance will not be considered "paid in full" until all fees due have been paid. A partial payment is still subject to penalties until it is paid in full.
 - Any balance left on the account after the fifth (5th) of the month will result in a three-day notice being posted. Once the eviction notice has been posted; cash, money order or cashier's check for the full amount of the eviction notice will be the only form of payment accepted. Your account will be charged a forty (\$40.00) dollar administrative fee. No partial payments will be accepted. Once the eviction is filed, you will be responsible for all court cost and administrative expenses. If an eviction is granted, the mobile home must be removed at the time of the eviction. After thirty days, the home may be declared abandoned in accordance with applicable law.
 - If a home becomes part of an estate to be probated, the community owner shall not be denied the right of having the home removed from the community. If the community owner allows the home to remain in the community, then the community owner shall be paid the full amount of the monthly lot rental fee plus payment for all services rendered in proper maintenance of the home site and/or general maintenance of the home, at the time all payments and/or expenses are due. By acknowledgment of receipt of these rules by signature or waiver, the resident agrees to create for management a priority claim on any estate of the resident.
2. **Security Deposit:** A security deposit equal to one month's rent is required prior to occupancy, unless mutually agreed otherwise in writing. The deposit will be returned in accordance with applicable law upon termination of the rental

12. Binding Effect

This Lease and the agreements of Landlord and Resident contained herein shall be binding upon the heirs, executors, administrators, successors, agents and assignees of the respective parties.

13. Governing Laws

Unless expressly agreed otherwise by the Landlord and Resident, the terms of this lease and all related agreements shall be governed by the laws of the State of Ohio.

14. Acknowledgment of Receipt

Resident acknowledges receipt of a copy of this rental agreement, showing rental and other charges and of the Park Rules prior to signing this agreement, including all acknowledgments and a signed copy of the rental agreement after signing. The tenant/resident agrees to all further changes or amendments to the rules and regulations of this community without further signature as a condition of occupancy. The undersigned agree that they have read and comprehend the conditions set forth herein. Legal counsel and advice is suggested prior to signature hereon.

Community Management, Pinebrook Estates LLC

Date



Resident

4-25-17
4-25-

Date

Resident

Date

**PLEASE BE ADVISED THAT YOUR RIGHTS AS A
RESIDENT AND YOUR MANUFACTURED HOME
COMMUNITY OPERATOR'S RIGHTS ARE PROTECTED
BY CHAPTER 4781 OF THE OHIO REVISED CODE AND
CHAPTER 4781-12 OF THE OHIO ADMINISTRATIVE
CODE.**

ACKNOWLEDGEMENT OF RECEIPT OF LEASE

I, Jude McDowell, acknowledge that on
4-25-17, 20 17, I received the **AGREEMENT OF**
LEASE from Pinebrook Estates LLC.

Jude McDowell
Name

If you do not want to sign the agreement of lease, complete the following:

I, _____, hereby **DECLINE** the
AGREEMENT OF LEASE offered by Pinebrook Estates LLC. I acknowledge that my rental
agreement with Pinebrook Estates LLC will be on a month-to-month basis under the same terms
and conditions as contained within the **AGREEMENT OF LEASE**.

Name

Date

months actually covered by the Lease. Except as provided herein, Resident shall pay the full cost of all utilities servicing the premises including, but not limited to, natural gas, electric, water, sewer, trash, telephone and cable or satellite television.

Resident will also be responsible for all fees and charges incurred pursuant to the Community Rules, which are incorporated herein.

4. Obligations of Resident

During the term of this Lease, the Resident shall (a) keep the premises in a safe and sanitary condition; (b) dispose of all rubbish, garbage and other waste in a clean, safe and sanitary manner; (c) keep all plumbing fixtures in the premises as clean as their condition permits; (d) use and operate all electrical and plumbing fixtures properly; (e) comply with requirements imposed on tenants by all applicable state and local housing, health and safety codes; (f) personally refrain, and forbid any other person who is on the premises, from intentionally or negligently destroying, defacing, damaging or removing any fixture, appliance or any part of the premises; (g) maintain in good working order and condition any furnishings and other contents, if any, in or on the premises, which are supplied by the Landlord, all of which shall be maintained at the sole cost and expense of the Resident; (h) conduct himself/herself, and require other persons on the premises to conduct themselves, in a manner that will not disturb the neighbors' peaceful enjoyment of adjacent homes; (i) and except for those obligations imposed upon the Landlord as set forth in the rules of this Park, at resident's expense maintain and repair the subject premises including the yard and gardens, all appliances, furniture, furnishings and other contents in or on the premises; (j) abide by all rules adopted by the Landlord now in effect and as may be amended in the future by the Landlord governing the operation and maintenance of this community.

In accordance with Ohio laws, Resident is hereby notified that a second notice of violation of any of the terms of this lease and of the rules governing the operation of this community, including any amendments, within six months of a first notice of violation will result in the termination of this lease and all related agreements. A copy of the Landlord's Community Rules are attached hereto and incorporated herein, in whole and in part, by reference. The rules governing this community and all amendments thereto are incorporated herein by reference.

Pinebrook Estates LLC will charge a fee of twenty five (\$25.00) dollars for all material violations.

5. Repairs and Alterations

Without the prior written consent of Landlord, Resident shall not make any repairs or alterations to the leased premises.

6. Assignment and Sublease

Resident shall not assign this Lease or any interest therein, and shall not sublease the premises or any interest therein, except with express written permission and consent of the Landlord. Any such sublease or assignment, even with the approval of Landlord, shall not Relieve resident from

liability for payment of rent and other charges or fees herein provided, or from obligation to keep and be bound by the terms, conditions, and covenants of this rental agreement and of the rules and regulations of the park. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this rental agreement or a consent to the assignment or subletting of the lot described above.

7. Eminent Domain

If all or any part of the premises is taken by or sold under threat of appropriation, this Lease will terminate as of the date of such taking or sale. The entire award or compensation paid for the property taken or acquired, and for damages to residue, if any, will belong entirely to Landlord and no amount will be payable to Resident.

8. Landlord's Lien

For the rents to be paid by Resident, a lien is hereby reserved upon the premises and the interest of Resident therein in favor of Landlord, prior and preferable to any and all other liens thereon whatsoever.

9. Default

In the event that: (a) the rent, or any part thereof, remains unpaid for seven (7) days after it becomes due; (b) Resident's interest herein is sold under execution of other legal process; (c) Resident makes an assignment for the benefit of creditors; (d) any proceeding in bankruptcy or for a wage earner's plan, an arrangement or reorganization, or any other proceeding under any insolvency law, are instituted by or against Resident; (e) a receiver, executor or trustee is appointed for the property of Resident, or (f) Resident fails to keep any of the covenants of this Lease, it will be lawful for Landlord to re-enter and repossess the premises by any lawful means and Landlord shall be entitled to either terminate this Lease or to continue to enforce all of the terms of this Lease according to its terms, and Landlord shall be entitled to such other rights granted by law.

10. Quiet Enjoyment

Landlord agrees that if Resident pays the rents and keeps and performs the covenants of this Lease, Resident will peaceably and quietly occupy the premises during the term hereof without any hindrance, ejection or molestation by Landlord or any persons lawfully claiming under Landlord.

11. Notice

All notices given under this Lease shall be in writing and considered sent upon depositing the notice addressed to the respective party at the address set forth in this Lease (PO BOX 86 / Covington, Ohio 45318), in the U.S. mail, certified and postage prepaid, or by handing it to the other party in person.

AGREEMENT OF LEASE

This agreement of **LEASE** (hereinafter the "lease") is entered into this date of March 1, 2017, by and between Pinebrook Estates, LLC (hereinafter the "**Landlord**") and Jude McDowell (hereinafter the "**Resident**") residing on the leased premises referred to below.

The Landlord and Resident agree as follows:

1. Leased Premises

Landlord, in consideration of the rents to be paid and covenants to be performed by Resident hereunder, hereby leases to Resident for the term and subject to the covenants and conditions hereinafter set forth the following described premises (herein "the premises"):

A certain lot known generally as lot number 36, 7565 St. Rt. 571 in the Pinebrook Estates Mobile Home Park, 7565 St. Rt. 571., West Milton, Ohio 45383.

2. Term

The term ("term") of this Lease shall commence on March 1, 2017, (the "commencement date"). This lease shall be effective for one year and shall expire on February 28, 2018 ("the expiration date"). Thirty days prior to the expiration date, Landlord shall offer the Resident a subsequent year long lease.

(NOTE: IF YOU REJECT ONE-YEAR LEASE AFTER IT HAS BEEN OFFERED IN WRITING, LEASE WILL BE MONTH-TO-MONTH) *This lease shall be month-to-month and will expire at the end of the thirty-day period following the date notice is given by the Resident. Each monthly term shall be automatically renewable for a successive one (1) month term by agreement of Landlord and Resident until such time as Resident gives a thirty-day prior notice of the termination of the agreement, Resident breaches this agreement, or this agreement otherwise terminates under the applicable law.)*

3. Rent

Resident shall pay Landlord as rent for the premises during the term of this Lease the amount of two hundred and fifty dollars (\$250.00), payable in advance as monthly payments until notified otherwise. **(IF YOU CHOOSE MONTH-TO-MONTH AGREEMENT RENT MAY BE INCREASED AT ANYTIME UPON A THIRTY (30) DAYS WRITTEN NOTICE.)** The monthly installments of said rent shall be due and payable on or before the first day of each month, in advance, and all payments shall be payable to the Landlord at its designated address or at such other place or places as Landlord shall from time to time otherwise designate with notice to the Resident. Rent is payable no later than the first (1st) day of every month. A charge of \$40.00 will be added as a late charge for any rental payment paid after the first (1st) day.

Should Resident commence tenancy on a date other than the first of a month, rent payments due and payable for the initial and final month of residency will be prorated to that portion of those

John S. Jones
Attorney at Law

March 19, 2017

Jude McDowell
141 Whitaker Ave.
Hamilton, OH 45011

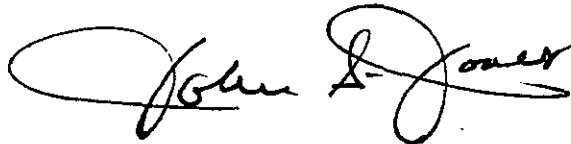
Re: *Estate of Jon Holmbo*

Dear Jude:

Enclosed are the title for the mobile home and the certified court entry authorizing its transfer to you. Also enclosed is an estate check in the amount of \$82.07 as reimbursement for the DP&L bill.

I believe this concludes matters with the estate. Thank you again for your patience, and please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John S. Jones", with a large, stylized initial "J" and a long, sweeping underline.

John S. Jones

Enclosures

OHIO CERTIFICATE OF TITLE

ISSUING CNTY MIAMI
RESIDENT CNTY BUTLER

STATE OF OHIO

No. 55 0114 6666

ISSUE DATE
04/10/2017

ORIGINAL
MOBILE HOME

IDENTIFICATION NUMBER

01L16665

COMMENTS

YEAR MAKE

1980

MAKE DESCRIPTION

LIBERTY

BODY TYPE

BH

MODEL DESCRIPTION

LA1

PURCHASE PRICE

\$2,500.00

EXEMPT

MH

MILEAGE

NO ODOM

EVIDENCE

OH-5501048601

CONVERSION

MLB BRAND

BRAND(S)

OWNER

JUDE S. MCDOWELL

141 WHITAKER AVE
HAMILTON, OH 45011

PREVIOUS OWNER

JON D. HOLMBO

7565 W ST RT 571 LOT 36
WEST MILTON, OH 45383

LIEN DISCHARGE

Lienholder

by:

Authorized signature

date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

date

LIEN DISCHARGE

Lienholder

by:

Authorized signature

date

CLERK LIEN CANCELLATION

by:

Deputy Clerk

date

WITNESS MY HAND AND OFFICIAL SEAL THIS 10TH DAY OF APRIL, 2017

%133118780

(SEAL)



* % 1 3 3 1 1 8 7 8 0 *

%133118780

Jan A. Mottinger

JAN A MOTTINGER
CLERK OF COURTS

PTD
PTD

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS.

TRANSMISSION VERIFICATION REPORT

TIME : 04/13/2017 16:31
NAME :
FAX :
TEL :
SER.# : U63274F2J141938

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

04/13 16:31
9373314880
00:00:31
02
OK
STANDARD
ECM

THIS IS NOW RD
TIME !!!

State of Ohio
County of, Miami

Jode Maxwell, being first duly
Sworn, deposes and says:

that he owns the property
at 7565 ST. RT. 571 West Milton
OHIO LOT 36 45885 AS OF 4-10-17

That JOHN HOLMES has not
resided here since HIS
Death Aug 2016

John Holmes will know longer
reside there,



Bobbie Parton
Notary Public, State of Ohio
My Commission Expires 05-23-2018

Signed in my presence
Bobbie Parton