

**OPINION NO. 77-038****Syllabus:**

If a tract of land is developed as a house trailer park and all utilities, roadways and common areas are owned and controlled by a single entity but some or all the lots are subsequently sold with restrictions in the deeds that only house trailers will be placed on such lots, the total development remains a house trailer park subject to the provisions of R.C. Chapter 3733 and to review by the Ohio Department of Health and local boards of health.

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**To: John H. Ackerman, Director of Health, Columbus, Ohio**  
**By: William J. Brown, Attorney General, July 12, 1977**

I have before me your request for my opinion on the following questions dealing with the administration and enforcement of R.C. Chapter 3733:

1. If individual lots of a total land development project are laid out to comply with the house trailer park rules 3701-27-01 to 3701-27-31, Ohio Administrative Code, (copy attached), and all lots, utilities, roadways, and common areas are owned and controlled by a single entity, but some or all of such lots are subsequently sold with restrictions in the deeds that only house trailers will be placed on such lots, does the total development remain a house trailer park subject to Chapter 3733. of the Revised Code?

2. Must engineering plans for a project, voluntarily submitted under rule 3701-27-05 of the Ohio Administrative Code, be reviewed by the Ohio Department of Health and local boards of health when the project developer states that he will retain title to the utilities, roadways, and common areas (or perhaps transfer title of same to a property owners association) and the developer further states that he intends to sell some or all of the lots?

R.C. 3733.02 provides for the regulation of house trailer parks as follows:

"(A) The public health council, subject to sections 119.01 to 119.13, inclusive, of the Revised Code, may make regulations of general application throughout the state governing the location, layout, construction, drainage, sanitation, safety and operation of house trailer parks and travel trailer parks."

R.C. 3733.01(A) sets forth the definition of a house trailer park, for the purposes of R.C. Chapter 3733, as follows:

"(A) 'House trailer park' means any site, lot, field, or tract of land upon which three or more house trailers used for habitation are parked, either free of charge or for revenue purposes, and includes any roadway, building, structure, vehicle, or enclosure used or intended for use as a part of the facilities of such park. A tract of land which is subdivided and the individual lots are leased or otherwise contracted for shall constitute a house trailer park if three or more house trailers are parked thereon."

Considering the definition of a house trailer park in light of the regulatory concerns listed in R.C. 3733.02, it is clear that the distinguishing characteristic of a house trailer park is the use to which the land is put rather than the type of estate or interest held in the land by the various occupants. The definition applies to any site, lot, field or tract of land and does not include the express limitation that the site, lot, field or tract of land be owned by a single entity. The statute expressly provides that the tract of land may be subdivided and that occupants of a house trailer park may be in possession by virtue of a gratuitous license, a lease or other contract.

In 1973 Op. Att'y Gen. No. 73-042 I had occasion to consider whether a lot being sold under a land installment contract, an executory agreement, should be considered part of a house trailer park, provided the other requirements for such a park under R.C. Chapter 3733 are fulfilled. In concluding that such a lot would remain part of the trailer park, I noted as follows:

"Since the lots which you describe have been 'contracted for' under land installment contracts, the tract must be a 'house trailer park' within the meaning of R.C. 3733.01(A). The language 'otherwise contracted for' is explicit and unambiguous. It leaves no room for construction."

The term "otherwise contracted for" would seem to encompass with equal facility the situation where some or all of the lots have been conveyed by means of an executed sales agreement. The statute makes no distinction between executory and executed contracts. As a practical matter, it is generally intended at the time a contract is made that it will ultimately be performed.

Furthermore, under the facts you have outlined it would appear that although the contract has been performed, there is an ongoing relationship between the park and the individual lot owners. Since all the utilities roadways and common areas are owned and controlled by a single entity, the status of an individual lot is always inextricably related to the total park concept. Although under the executed agreement, the buyer has acquired title to a lot, the use of the lot is restricted by deed for the benefit of the park and other lot owners. Thus, although the tract has been subdivided for the purposes of transferring ownership, the individually owned lots

can still function for many practical purposes only as a total development.

An interpretation of R.C. 3733.01(A) that would exclude lots that have been sold from the house trailer park would provide a means of circumventing the statute. Inasmuch as the purpose of the statute is to protect the health, safety and property interests of not only the park residents but also the surrounding community, such an interpretation should clearly be avoided. See, Renker v. Village of Brooklyn, 139 Ohio St. 484 (1942). Such an interpretation could also produce highly inconsistent results within the park. Consider, for example, a tract of land containing 100 trailer lots in which 50 lots are leased and 50 non-contiguous lots have been sold. The total development would still meet the statutory definition of a house trailer park, although the boundaries of the park would be ill-defined. For practical purposes it would be virtually impossible to exclude the individually owned lots from the regulation of the total park development in terms of location, layout, construction, drainage, sanitation, safety and operation.

To address your second question, the Public Health Council, pursuant to its authority under R.C. 3733.02, has adopted Regulation 3701-27-05 which states as follows:

No person, firm, or corporation shall provide or install a house trailer park or make a change or addition to a house trailer park until the plans therefor have been submitted to and approved by the board of health and the state department of health."

The meaning of the regulation is clear and unambiguous. Plans for the installation or alteration of a house trailer park must be reviewed by the state department of health and local boards of health.

Thus, it is my opinion and you are so advised that:

If a tract of land is developed as a house trailer park and all utilities, roadways and common areas are owned and controlled by a single entity but some or all the lots are subsequently sold with restrictions in the deeds that only house trailers will be placed on such lots, the total development remains a house trailer park subject to the provisions of R.C. Chapter 3733 and to review by the Ohio Department of Health and local boards of health.