

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, handicap, familial status nor 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. Your rights as a Resident, and your manufactured home Community Operator's rights are protected by Sections 4781.01-4781.99 of the Ohio Revised Code, which regulate manufactured home communities.

Welcome to Rolling Acres Estates! 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 among all of our residents.

THE MANAGEMENT OFFICE

**Rolling Acres Mobile Home Park, Inc.
8420 Kilby Rd.
Harrison, Ohio 45030**

**Community Manager:
Karen Gordon, A.C.M.
(513) 367-9824**

This Community and its employees operate within all sections of the Federal Anti-discrimination Laws, including the 1968 Civil Rights Act the Fair Housing Amendment Act of 1988.

**PLEASE BE ADVISED THAT YOUR RIGHTS AS A RESIDENT
AND YOUR MANUFACTURED HOME COMMUNITY
OPERATOR'S RIGHTS ARE PROTECTED BY SECTIONS
4781.01 TO 4781.99 OF THE OHIO REVISED CODE, WHICH
REGULATE MANUFACTURED HOME RENTAL AGREEMENTS.**

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Acknowledgment of Community Rules and Regulations

- Resident(s) hereby acknowledges reading, understanding and has agreed to abide by the COMMUNITY RULES AND REGULATIONS and all state, county, city/township laws and ordinances. Resident(s) further agree that the Rules and Regulations are reasonable in accordance with ♦ 4781.40 of the Ohio Revised Code.

Management Approval

- All prospective residents must complete a RENTAL APPLICATION before residency is granted. A prospective resident must receive approval from the Management Office before occupying a home in the Community. Such approval will not be unreasonably withheld. Management has the right to reject tenancy due to false or misleading statements on the RENTAL APPLICATION.
- An application fee of **\$25.00** shall be charge per applicant.
- All approved residents must provide a copy of the title to their manufactured home to the Management Office once they have been approved for residency.
- If a Resident wishes to have a new individual occupy their manufactured home, the new individual must apply for residency and must receive approval from Management prior to moving in. 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.
- Application standards of the community prohibit the residency approval of persons convicted of criminal felony. This extends to persons who occupy the home of an approved Resident. Residents are expected to conduct themselves in a manner that does not violate the law or rules of the public health council, the Ohio Manufactured Homes Commission or local regulations. Persons convicted of a felony after their residency has commenced may have their residency terminated should that felony be of a violent nature or an aggression against minors.

Residency

- Each home must be occupied by the legal and registered title holder of the home. Any person permanently residing within the home for more than thirty (30) days will be considered a permanent Resident and shall be registered with the Management Office.
- Resident(s) shall provide written names and relationships of all occupants at lease renewal and from time to time at Managements request. If such permanent Resident is an individual who was not included in a RENTAL APPLICATION, such Resident must apply for residency as set forth below.
- Each Resident must provide the Management Office with the name, address and telephone number of a person to be notified in case of an emergency. Each Resident must provide the Management Office with their home and work number so that they can be notified of an emergency. Resident must notify the Management Office if any telephone numbers change.
- In compliance with Federal and State Regulations, the standard occupancy limits are no more than two (2) persons per bedroom.

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- If the Resident has been absent from the manufactured home for a period of thirty consecutive days without notice to the Park Operator and without payment of rent due under the Rental Agreement the home is deemed to be abandoned.
- Community Management requires that a copy of the title to the home be on file with the Management Office. 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.

Guests

- Visitors and guests are welcome, but are subject to all Community Rules and Regulations. Social visits of a temporary nature by Residents, family members, and guests are permitted. Residents are allowed a guest for only three (3) continuous days.
- If a guest(s) remains more than three (3) days the Resident must contact the Management Office.
- A visit is considered bona fide only if the guest is present at the invitation of the host. In order to be considered a guest, the Resident must be present.
- House sitting is not authorized without permission of the Management Office.

Amendments

- From time to time, rules may be changed or additional rules may be added. In such an event, the rules will be posted in a conspicuous location within the community. Prior to implementation, a thirty (30) day written notice of the proposed amendment will be forwarded to the Resident.
- Any new rules or regulations will be considered a part of the Rules and Regulations set forth herein and will be enforced accordingly. New or altered rules will be effective thirty (30) days after posting and delivery.
- If a court of law finds one or more sections of guidelines invalid due to state law or county or municipal ordinance the rest of the guidelines will not suffer as a result of the court ruling.

Enforcement of Rules and Regulations

- A prerequisite for admittance to our community is that the prospective Resident be informed of each Rule and Regulation. Prior to admission to this community, each Resident must sign an acknowledgment that they have read and received a copy of the Rules and Regulations as set forth herein. Please note ignorance of a Rule and Regulation cannot be accepted as an excuse for violation. Every effort will be made by Management to insure the Rules and Regulations are enforced and your safety and comfort are not disturbed. Your cooperation is absolutely essential in enforcing these Rules and Regulations.

Notice of Violation

- Management will contact any Resident who violates a rule or regulation by means of a personal visit, a telephone call, and/or a NOTICE OF RULE VIOLATION will be forwarded. It is expected that all Residents will correct the violation within the amount of time noted on the violation.

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- All violations of the Community Rules and Regulations and/or Public Health Council Rule or Health and Safety Code shall be deemed by Management and Residents to be Material Violations pursuant to **Ohio Revised Code 4781.45**. Management will contact Residents of all Material Violations by a written **NOTICE OF MATERIAL VIOLATION**.
- It is expected that all Residents will correct the violation(s) within the time specified on the Notice. The lease or month to month tenancy will terminate thirty (30) days from the Resident's receipt of the Notice unless the violation(s) is (are) corrected.
- The lease tenancy will automatically terminate if a Second Material Violation occurs within six (6) months of the date of the first violation, regardless of the Resident's correction of either violation.

Acceptance of Rent/Late Charge & Delinquent Notice

- Rents must be paid monthly. Rent is due the first (**1st**) day of the month and must be paid on or before the fifth (**5th**) day of the month. A Late/Liquidation Damage Charge of Thirty **\$30.00** dollars will be charged to all Residents whose rent is not received by Management on or before the fifth (**5th**) day of the month.
- Residents may choose to pay their rent with a personal check, money order, cashier's check or certified check. If a check is returned not paid for any reason a charge of Thirty-five **\$35.00** dollars will be assessed.
- A partial payment is still subject to penalties until it is paid in full. The balance will not be considered "**paid in full**" until all fees due have been paid.
- For any Resident whose personal check is not honored certified funds or a money order will be required as payment. Rent shall be considered late if a check is returned for non sufficient funds and is not corrected before the aforementioned due date.
- **For security reasons cash can not be accepted.** If the Resident fails to pay rent or other charges on or before the fifth (**5th**) day of the month, Management will issue a delinquent Notice requiring the Resident to either pay all monies due or remove their home from the Community.
- In the event the Landlord brings suit for restitution of premises or for money against the Resident and prevails, the Landlord may institute an Administrative Reinstatement Fee of **\$95.00** to the Resident.

Security Deposit

- Upon registration and prior move in, the Resident shall pay a security deposit equal to one months rent. The security deposit is refunded by mail within thirty (30) days after the Residents departure provided the Resident has complied with the terms of the Rental Agreement and has provided the Management Office with a forwarding address.

Manufactured Home Installation & Standards

- It shall be the responsibility of the Resident or their agent to ensure that all new manufactured home installations and the condition of existing manufactured homes comply with all applicable local ordinances and state laws **ORC 4781.08 – 4781.26 (INCLUDING OHIO ADMINISTRATIVE CODE CHAPTER 3701-27, as amended)** concerning set-up, blocking, tie downs, electrical connections, plumbing connections, sanitary sewer connections, and other required items prior to taking occupancy.

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- The Resident or their agent must certify in writing that the manufactured home complies with all applicable codes and has been installed in accordance with such codes.
- All manufactured homes must be titled in Ohio and proof be provided to the Management Office. The Resident shall be solely responsible for any damage to community property or that of other Residents resulting from the installation or removal of their manufactured home.
- Manufactured homes entering and leaving may be moved, installed or disassembled to or from the lot by any person licensed by the Ohio Manufactured Homes Commission. Management must be notified of the time of move which should be between the hours of 8:00 AM - 5:00 PM Monday - Friday so Community Management may have an inspector present.

To provide and maintain a clean and attractive community, all manufactured homes are to meet the following accepted standards:

- A. The siding and skirting of your manufactured home must be kept clean and in good condition. The exterior area is to be maintained in a neat and attractive manner at all times.
- B. Each home must have the address attached to the manufactured home. The address must be in numerals at least four (4") inches high and clearly visible from the street.
- C. All windows and doors must be in good condition. Broken windows must be repaired immediately. No plastic may be used for replacement windows. Screens are required on open windows.
- D. Only standard shades, blinds, curtains, or other normal window treatments are permitted.
- E. Approved fire resistant skirting is required and must completely enclose the space beneath the home. Skirting must be properly ventilated and an access panel of sufficient size in the utility hook-up area must be in place. Materials and color must match or attractively accent the exterior. Residents shall skirt the home within thirty (30) days of occupancy. If the skirting must be replaced or repaired the Resident shall make all repairs within thirty (30) days after receiving written notice from Management.
- F. No combustible material may be kept or stored under the manufactured home or deck.
- G. The main entry door steps must be enclosed concrete, fiberglass or treated wood. A handrail must be attached. Entry door steps must be maintained in a safe and attractive manner.
- H. All porches and decks must be constructed of treated wood, with handrails on all exposed sides and skirted. Awnings and additions must be made of approved materials and must be maintained in good condition.
- I. Prior to installing a porch, deck, awning or addition, the Resident must first obtain written approval from the Management Office.
- J. Central air conditioner compressors must be placed on a concrete slab. Window air conditioning units must be securely braced to the side of the home. All air conditioner units must be attractively maintained. Securing window air conditioning units to the ground is not permitted.
- K. Hitches must be removed from the manufactured home upon installation. Existing homes with hitches shall maintain the hitch and the surrounding area in an attractive manner. Upon resale, the Resident must remove the hitch.

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- L. Only furniture specifically designed for outside use is permitted outside the home. Patios, porches, decks, and room enclosures may not be used for storage space.
- M. Utility connections of electric, water, sewer, and gas within the home and to the home from the service connection point are the sole responsibility of the Resident. Utility connections must be maintained in a good, safe and leak proof condition at all times. Duke Energy approved piping shall be used for any gas line.
- N. Any tampering or altering of these connections is strictly forbidden. All utility lines and connections to the home must meet all Duke Energy and applicable local codes, and must be inspected by the appropriate Hamilton County and/or supplying utility authorization at the time to connection. Inspection costs are paid by the Resident.
- O. All sewer connections from the manufactured home to sewer riser must be at a minimum schedule 30 PVC or ABS plastic pipe.
- P. Water service to the home shall be connected by semi-rigid tubing, such as copper tubing or approved plastic piping and include back flow preventors.
- Q. No propane container may be installed on the home site.
- R. Axles are not to be removed from the home. The frame must be placed as close to the ground as possible.
- S. All homes are to contain at least one (1) fire extinguisher with a minimum 2A-10-B-C rating and a smoke detector, both approved by a nationally recognized independent testing laboratory.

Antenna

- In order to maintain an attractive community Residents are strongly urged to rely on indoor broadcast antennas, and cables broadcast or master centralized broadcast antennas, which may be provided by Management, as opposed to installing outdoor reception devices.
- No Security cameras, night vision motion sensor cameras, flood lights, or similar devices of this nature may be mounted on the outside of the home that would disturb the peaceful enjoyment of the community by its residents or would be invasive to the expectations of privacy that residents of the community can reasonably expect. Security cameras, night vision motion sensor cameras, or similar devices may not be positioned in a way to capture the activities of individual residents or their homes.
- No C-B bases, power lines, mast antennas, or boosters permitted. If an outdoor reception device (satellite dish, antenna, or any other device) is reasonably necessary to receive an acceptable signal of reasonable quality, it must not exceed one meter (39") in diameter and must be installed on the Resident's home or on the ground of Resident's home site in a location which is not visible from the street.
- If such placement sufficiently impairs the quality of reception, it must be installed on the home or home site in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible.
- Resident must submit a written request to Management prior to the installation of any outdoor reception device. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection. No reception device may be installed on or encroach upon any common area or restricted access property located within the community.
- Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is

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liable for all injuries, losses or other damages to any person or property caused by the installation, maintenance or use of the reception device.

- A policy of liability insurance covering such injury or damage must be maintained by the Resident and proof of such insurance must be provided to Management Office.

Rights to Space and Transferability

- The right to occupy a home is not transferable with the sale or transfer of the manufactured home. No home may be assigned or sub-leased, but rather, must be occupied by the title holder.
- All prospective Residents must complete a **RENTAL APPLICATION** and shall be approved prior to commencing occupancy.
- A personal interview, credit analysis, and background check is also required of the prospective purchaser prior to a change in occupancy in the manufactured home.
- One 18" x 12" **FOR SALE** sign may be placed inside the front window of the home.
- 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.
- Any resident approved for residency shall be required to make any repairs or changes deemed necessary by Management to improve and upgrade the manufactured home and/or premises to community standards. All purchasers shall take notice of the home standards to which the community operates prior to the commencement of their residency. Failure of any resident to make repairs or changes deemed necessary shall be the basis of the termination of all lease agreements.

Removal of Manufactured Home

- All rent and other applicable charges to Management must be paid in full prior to moving the home from the community. In the absence of a written lease the Resident must provide Management with at least thirty (30) days written notice of their intent to remove the home.
- Any Resident who should remove their manufactured home is responsible for removal of all trash, steps and any discarded materials. The home site must be left in a clean and neat fashion.
- Any expenses incurred by Management in restoring the site to its original condition will be charged to the Resident. Resident is responsible for all utility shut-offs when the manufactured home is removed.
- Community Management and Owner assume no responsibility in the event that a dealer, bank, or other secured party should opt to remove the manufactured home of a Resident from the Community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

Improvements & Alterations

- Resident shall make no alterations to the home site without Management's written consent. Management shall be provided a sketch of any proposed improvements, i.e. porch, deck, awning, shed and/or pad, or other home alterations. Resident shall be responsible for obtaining any building permits.
- A sketch of any proposed excavation and its location is to be provided to Management, but only after the utility companies have been called regarding buried cables. If the Resident should opt to

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remove any of the above-described structures, the site shall be restored to its original condition.

- Any permanent home site improvement or alteration made by the Resident such as a concrete pad shall become community property. All work on homes must be performed by licensed insured contractors.

Advertising, Soliciting & Commercial Business

- Advertising, soliciting or delivering handbills is not permitted. Management reserves the right to communicate with Residents through the distribution of written materials.
- The Management Office reserves the right to allow Residents to place a "**FOR SALE**" sign in the front window of the manufactured home.

Loss and Liability

- Management is not responsible for loss due to neglect, fire, theft, or accident. The community is private property. Residents, guests, visitors, service workers, firms, and people enter the community at their own risk. Management assumes no responsibility for damages of any kind to anyone or to their property or their person.
- Only transporters of manufactured homes, properly authorized by the Ohio Department of Transportation and /or the Public Utilities Commission of Ohio, are permitted to move homes in or out of the community. The times such transporters are scheduled to be in the community must be reported to Management. Any damage to the home site is the responsibility of the homeowner.
- It is recommended that each manufactured home owner procure a manufactured home comprehensive insurance policy insuring their home against loss or damage.
- It is also recommended that Residents include liability coverage for personal injuries occurring on your home site or within your home.

Home Site Maintenance

- A. Resident shall maintain the home site in a clean and attractive fashion at their own expense.
- B. Holiday decorations may not be placed on the home site earlier than the week before the holiday and must be removed no later than one week after the holiday.
- C. Artificial flowers used in landscaping must be changed seasonally. No torn, faded or discolored artificial flowers permitted.
- D. Lawns are to be mowed, raked, seeded, and fertilized to maintain a healthy and attractive appearance. In the event that a Resident fails to maintain their home site as required, a Notice of Material Violation will be issued.
- E. If not corrected Management has the right to enter the premises and perform any and all necessary maintenance as permitted by law. The charges incurred as a result of said maintenance shall be collectible as rent.
- F. The charges for such work shall be as follows:
 1. **Mowing site: \$35.00 per occasion**
 2. **Trimming site: \$35.00 per occasion**
 3. **All other repairs and maintenance work resulting from Residents failure to maintain premises in good repair: \$35.00 per hour each occasion. One (1) hour minimum charge.**
- G. Telephone and TV cables lines must be buried underground during installation by the appropriate company. Residents are responsible for confirming that this is done. If it

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becomes necessary for Management to bury the lines, the Resident will be charged the actual cost for such work.

- H. No towels, rugs, clothing, or other forms of laundry may be hung outside the home. Clotheslines are not permitted.
- I. Resident may, after supplying Management with details and obtaining written approval plant ornamental trees and shrubs at their home site.
- J. The Resident may trim trees with permission from Management. Resident agrees to maintain the trees on their home site so as to not cause injury or damage to their home or that of their neighbor. Resident may spray trees to preserve them from disease. Resident is responsible for any expense and must first get approval from the Management Office before spraying.
- K. Shrubs, bushes and other landscaping is permitted however, the Resident agrees to maintain such landscaping at their cost. Once the landscaping has been secured to the lot, the landscaping becomes a fixture to the home site and shall not be removed except with Management's specific permission.
- L. Home sites contain underground utility lines such as high voltage electrical transmission lines and extensive utility cables. Any digging, without the knowledge or permission of Management could be extremely dangerous. Resident must receive Management approval prior to digging.
- M. When seeking Management approval to dig on the home site the Resident shall provide Management with a sketch of the location and information as to the depth of the planned excavation. Resident must first call the proper utility authority before Management will allow proposed excavation.
- N. Fences may not be installed around or upon the home site. No posts, landscape or design elements may be placed without written approval from Management prior to installation. The post, landscape or design element may not obstruct a drivers view of any street, driveway, intersection or encroach upon any common area or neighboring lot.
- O. The home site must be kept in a fit and habitable condition. The home site must be kept free from rubbish, garbage, accumulated solid waste, and nuisance vegetation.
- P. Pest control shall be the sole responsibility of the homeowner. The Community Management reserves the right to exterminate any home as it deems necessary. Any fees incurred for said extermination shall be the sole responsibility of the Resident.

Storage Shed

- A utility storage shed must be installed at the Residents expense. Two sheds are permissible per home site where space permits. Resident is required to obtain written approval from Management before installing or altering a current structure in accordance to local, county, or state building code. Resident is responsible for any building permit fees.
- Storage sheds shall be pre-assembled or assembled from kits. Size may not exceed 10' x 10'. Color must match or attractively accent the manufactured home. Sheds must be kept in good repair at all times. All sheds must be secured to the ground or permanent foundation. Shed may not be placed within five (5) feet of any home in accordance with **OHIO ADMINISTRATIVE CODE, CHAPTER 3701-27-081**. All toys, bicycles, tricycles, lawn equipment, folding lawn chairs, garden tools, ladders, etc. must be stored in shed.

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Firewood Storage

- Firewood for fireplace use inside the manufactured home must be stored at the rear of the home. Firewood storage must not interfere with proper spacing requirements between homes. Maximum storage limit is 2ft. Wide X 8ft. Long X 4ft. High and 18in. off the ground.

Trash Removal

- *Management will provide one rust-resistant, watertight, non-absorbent, and easily washable trash container with attached close-fitting lid for the trash collection. Only one trash container is permitted per home site.*
- *Individual trash containers are not permitted. The trash collection service will not empty any individual trash containers.*
- All trash must be placed inside the container and the lid must be tightly closed. Trash left outside of the trash container will not be picked up by the trash service. ***If any Resident violates this guideline Management will remove the trash at the home site and charge the Resident as outlined in Home Site Maintenance.***
- Trash containers must be set out by your parking pad next to the street in your yard. Trash must be set out the evening before next day pick-up. Do not set trash out any earlier.
- Resident is responsible for the removal of large, bulky, or heavy items at their own expense.
- **Trash containers must be stored in the storage shed per State law.**
- **All trash, leaf burning, and open fires are prohibited on Community property.**
- **All bedding or furniture set out for collection must be completely wrapped in plastic and tightly sealed closed. Resident must make arrangements with trash service for pickup.**
- **Tires and hazardous materials must be disposed of properly per State law. Do not set out for collection.**

Vehicles and Parking

- A. Resident must register their vehicle(s) with the Management Office.
- B. Pursuant to State law all motor vehicles must be operated by drivers with a valid operators license.
- C. Pursuant to State law all vehicles shall be roadworthy. Vehicles shall be properly licensed, operable and tagged.
- D. Pursuant to State law vehicles may not be parked on any unpaved portion of any lot.
- E. Resident shall park only in the space provided by Management. No on-street parking is permitted between 1:00 AM and 6:00 AM or during snow removal.
- F. Only authorized guest parking will be permitted in designated areas. Overnight guests should park in the area provided.
- G. Where space permits Residents with a third vehicle are required to have a third parking pad poured by the Community. Resident will be required to pay for the additional parking pad. The maximum number of vehicles per home site is three (3).
- H. All vehicles must be equipped with an adequate and functioning muffler. The operation of vehicles not properly muffled or with malfunctioning mufflers within the community are prohibited.
- I. No maintenance or repairs on vehicles permitted. Any vehicle dripping oil or gasoline must be removed immediately. These spills must be cleaned up by the Resident or Management will clean and charge the Resident as outlined in Home Site Maintenance.
- J. Unsightly vehicles are not permitted. The vehicle shall be maintained in good condition

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- and safe of effective performance of the function for which it is intended. The exterior of the vehicle shall be intact with no missing safety components or mismatched paint.
- K. Management reserves the right to determine which vehicles are unsightly and to require them removed from Community property.
 - L. Pursuant to State law the parking or storage of inoperable, abandoned, or unlicensed vehicles is prohibited. Management reserves the right to remove the vehicle. Resident shall be responsible for all towing costs.
 - M. Pursuant to State law no vehicle with a load capacity in excess of three-quarters ton shall be kept, stored or placed within the Community, except while making regular deliveries. No tow truck, stake truck, box truck, dump truck, scrap truck, or commercial vehicle may be parked or stored within the community.
 - N. Vehicle parking is prohibited within ten (10) feet of fire hydrant.
 - O. Residents are responsible to see that the speed limit is upheld on Community property by themselves and their guests. The speed limit is posted throughout the community for the safety of all residents and their children. Violation of this speed limit shall be deemed to materially affect the health and safety of Residents of the Community.
 - P. Parking permits will be issued. A limit of two (2) parking permits will be issued per home site. Home sites with three (3) car parking and three (3) vehicles will be issued three (3) parking permits. Parking permits are not transferable.
 - Q. If the parking permit is lost or stolen replacement cost will be **\$25.00**.
 - R. Parking permit must be properly displayed on the vehicle and visible from the street.

Motorcycles and Recreational Vehicles

- RV's, motor homes and travel trailers may be parked on the street for a period not to exceed twenty-four (24) hours for loading or unloading.
- RV's, motor homes or travel trailers shall not block any driveway, mailbox, fire hydrant or impede the flow of traffic.
- Motorcycles are allowed to operate only for transportation in and out of the community. Pleasure riding within the community is not permitted. While in use the motorcycle is to be parked on the Residents parking space. The motorcycle must be stored in the utility shed.
- Storage of boats, campers, motor homes or other forms of recreational vehicles upon the home site or on the street is prohibited. No form of recreational vehicles may be attached to any utility connection.
- Trail bikes, minibikes, mopeds, quads, off-road vehicles, go carts, snowmobiles or other vehicles of this nature are not permitted to be operated within the Community.

Conduct

- It is required that all Residents respect the rights of others to enjoy the quiet and peaceful use of the community. Excessively loud talking, abusive language, shouting, radio, television, stereos, and other disturbing noises are not permitted within the Community.
- Residents and/or their guests may not congregate in the streets or in parking lots. You may use the clubhouse with prior arrangement.
- Residents must ensure their children are being appropriately supervised when the children are playing outside of the home or in other areas within the Community.
- Trespassing upon others' home sites without permission is strictly prohibited.

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- No Resident or guest will engage in any physical act which could endanger another person.
- Any Resident or guest convicted of a felony will be issued a NOTICE OF MATERIAL VIOLATION. Felony convictions include, but are not limited to any drug related offense, sex offense or violent action.

Trespass

- Management shall have the right of entry onto the home site for repair or replacement of utilities and protection of the community. Entry time shall be a reasonable time and manner and with the notice required by law. Managements right to entry shall not interfere unreasonably with the Residents quite enjoyment of said leased premises.

Personal & Fire Safety

- Management is concerned for you and your family’s well-being. Our Rules and Regulations are the means of providing a happy and safe living environment. Adherence to the following guidelines are very important.
 - A. Residents are advised to exercise proper care and safety to insure against accidents occurring in and around the home, the home site and surrounding community. Please note you are responsible for the actions of your children and guests as provided by law.
 - B. All homes must be kept free from fire hazards. For your own safety, do not store combustible materials, gas-powered lawn mowers, etc. under your home or deck.
 - C. It is the responsibility of each Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the community.
 - D. Adherence to "**Children Playing**", "**SLOW**", "**STOP**" and other signs of this nature is strictly required.
 - E. Resident shall furnish the Management Office with the name, address and telephone number of a person to be notified in case of an emergency.
 - F. **Open fires are prohibited. Outdoor fire pits, outdoor fireplaces, and chimineas are prohibited.**
 - G. A charcoal or gas grill may be permitted. The charcoal or gas grill must be placed at least ten (10) feet away from any structure.

Curfew

- Anyone under the age of 18 must be off the streets and indoors per the local curfew ordinance.
- Resident is responsible to see that their children and guests comply with the local curfew.

Recreation & Playground

- Management provides playground equipment for Residents within the Community. No permanent play structure or swing set is permitted at the home site.
- As a health & safety precaution no wading pool or swimming pool is permitted at the home site.
- No basketball goal is permitted to be erected on the home site.
- No tent is permitted to be placed on the home site or any Community property.
- Children are not permitted on playgrounds without adult supervision.
- Residents, their family members or guests using the playground do so at their own risk.
- Playground, picnic area, and basketball court close at dusk.

Disclaimer

- Management disclaims responsibility for accidents or injuries to Residents, their family

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members or guests which may occur within this community except for Managements failure to perform a duty imposed by law. Furthermore, damaged or lost property resulting from fire, theft, wind, floods, or any other Act of God which is beyond the control of the Management is also specifically disclaimed except for Landlord's failure to perform a duty imposed by law.

Pets

- Residents may have one (1) large pet or two (2) small (not to exceed 20 lbs. each) pets per home. **Failure to abide by the rules and regulations will result in a Notice of Material Violation.**
 - A. Resident must register the pet. Resident must provide the weight, proof of current license, inoculations (veterinary papers) and photo of the pet. The current rabies tag and license must be worn by the pet.
 - B. Pets which are approved shall be considered on a ninety (90) day probation period and Management may require removal of a pet deemed by Management to be a nuisance to the Community.
 - C. No dangerous or vicious pets are permitted.**
 - D. Residents are solely and totally responsible for the behavior of their pet. Noisy, unruly, or dangerous pets will not be allowed to remain in the Community.
 - E. Residents are required to clean up their pets defecation on the home site and while walking their pet.
 - F. All pets must be kept inside the home. Fenced in enclosures and dog fences are not permitted. Pets may not be left unattended on a leash at the home site at any time.
 - G. Resident must leash and have control of their dog when walking in the community
 - H. **"Beware of Dog"** signs are prohibited.
 - I. **Section OAC 4781-12-22, Paragraph B** of the Ohio Manufactured Homes Commission laws specifically states, "Domestic animals or house pets shall not be allowed to run at large or create a nuisance in manufactured home communities", and Management respects this law.
 - J. Pets are not permitted in any area where people congregate.
 - K. Exotic pets such as snakes or other wild animals may not be kept within the confines of this community.
 - L. Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by its agents or employees or by Residents or their guests, except for Managements failure to perform a duty as imposed by law.
 - M. A monthly pet fee of **\$40.00** is required. Failure to pay the pet fee will constitute the same as nonpayment of rent and shall be cause to terminate residency.

Swimming Pool

- The swimming pool is for the exclusive use of the Resident and accompanied guests. The swimming pool rules and regulations are posted at the pool.
- For your personal safety, it is vital that you, your family and guests obey these rules. Failure to do so may result in the loss of the privilege.
- Residents must have reviewed and signed a copy of the current pool rules before using the pool.
- Residents are advised by the Department of Health that where there is no lifeguard on duty at a manufactured home park swimming pool, a sign must be posted at the pool stating **"STATE CODE REQUIRES NO CHILDREN UNDER THE AGE OF FOURTEEN (14) YEARS OF AGE ARE PERMITTED TO SWIM WITHOUT ADULT SUPERVISION."** This sign

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is posted at our pool. All Residents are required to assure that their children and guests and invitees obey that prohibition.

- A pool pass is required to enter the pool.

Washing of Vehicles:

- Washing of vehicles is allowed on designated parking areas at the Resident's home site. Proper control of water hoses must be used.

Snow Removal

- Snow removal is the responsibility of the Resident. Snow and ice must be removed from all sidewalks, steps, and patios on the home site.

Winterizing Home

- Any winterizing of homes such as plastic being used for storm windows or insulating the skirting must be on the interior of the home. No temporary exterior attachments are permitted.
- A water supply protection device, such as a heat tape, UL, or similarly listed, shall be installed at the time the home is installed, from the home up to the connection provided by the community to prevent freezing of service lines, valves, and riser pipes. Resident is responsible to install and maintain such water supply protection devices.

Water Usage

- Watering of lawns is permitted. Watering early in the day conserves water. Summer meters are not available.

Firearms and Explosives

- The use of firearms, fireworks, projectile-shooting devices, or life threatening object of any description is expressly and strictly forbidden in the community.
- Any injury to property or persons resulting from any violation of this rule is the responsibility of the Resident, and Management expressly disavows any liability for the same.

Utilities

- A. Resident is responsible for all hook-ups to their home in conformance with all codes. Gas and/or electric are metered to each home and are billed directly to the Resident by the local gas and electric company.
- B. A telephone line and cable TV is available at the home site. The Resident is responsible for applying for their own hook-up and service.
- C. Water and sewer hook-ups are available at each home site. Residents are responsible to see their water use is not abused by failing to repair plumbing leaks or by running water continually during cold weather.
- D. Tampering with or altering of community owned electric, gas, water and sewer connections are strictly forbidden. In case of trouble with exterior services, contact the Management Office. Residents will pay the expense of damage to and repair of water/sewer line occasioned by stoppage of these lines except where it is conclusively shown that the blockage was the result of Community controlled factors. Do not flush rags, paper towels, sanitary napkins, or tampons, disposable diapers, or any solid item down the toilet.

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- E. Damage to the home or its internal appliances due to electrical shorts or surges is not the responsibility of Management, unless directly caused by neglect on the part of the Community Management or Community Maintenance.
- F. Damage to the water meter due to a faulty heat tape will be the Residents responsibility. Resident will pay the expense of damage to repair or replace the water meter.
- G. Water and sewer services are metered to each home and are billed directly each month to the Resident.
- H. The water and sewer rates are charged in accordance with the law. Water rates are determined by the Greater Cincinnati Water Works. Sewer rates are determined by the City of Harrison. Monthly water and sewer rates are posted and available for viewing at the Management Office.
- I. A water meter re-read fee of **\$25.00** may be charged. Failure to pay this fee will constitute the same as nonpayment of rent and shall be cause to terminate residency.
- J. No person except an authorized Rolling Acres employee shall remove or tamper with a water meter or transmitter. Where a water meter or transmitter is found to have been unlawfully removed or tampered with proper charges will be made for estimating the amount of water used.
- K. Failure to pay the water and sewer bill will be considered as nonpayment of rent. Management will issue a delinquency notice and shall be cause to terminate residency.

Mail Service

- Resident must keep the approach to their mailbox clear of obstructions to allow safe access and safe exit for mail delivery.
- An improper address may delay your mail delivery. Please be advised your address is as follows:

**Lot Number and Street Name
Harrison, Ohio 45030**

- Residents with a lock box must contact the local U.S. Postal Service for the key. Any maintenance or repair on the lock box is performed by the U.S. Postal Service.
- Residents with a black standard rural mailbox the local U.S. Postal Service requires your lot number on the mail box lid. Any repair or replacement of the black standard rural mailbox is the Residents responsibility. A black standard mailbox is required when replacing the mailbox.
- Any complaint regarding mail delivery is the responsibility of the U.S. Postal Service. The Community Management Office does not control mail delivery.
- Tampering with any mailbox is a Federal offense.

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