

Rolling Hills Community

A Weber Properties community

POLICIES AND GUIDELINES FOR COMMUNITY LIVING

To promote a healthy and enjoyable living environment and to protect your investment in your home, certain policies and guidelines have been adopted to enhance through good upkeep the desirability of living in this manufactured home community. They are to encourage a friendly, clean and well-maintained community of which all can be proud.

Many of the guidelines established by the management are common sense items and deal with courteous behavior to your neighbors. So, in most cases, they should be second nature and require no extra effort to follow. Our objective is to maintain a highly regarded residential community with pleasant surroundings in which you can live with pride, dignity, safety and comfort.

A. GENERAL REQUIREMENTS:

1. Rolling Hills Community is an adult community intended for occupancy by persons 55 years of age or older as defined by the "Housing for Older Persons Act of 1995". A portion of this Act is as follows:

Section 2. Definition of Housing for Older Persons.

Section 807(b) (2) of the Fair Housing Act (42 USC3607 (b) (2) is amended to read as follows:

- (C) Intended and operated for occupancy by persons 55 years of age or older, and
 - (i) at least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;
 - (ii) the housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
 - (iii) the housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall
 - (I) provide for verification by reliable surveys and affidavits; and
 - (II) include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause (ii). Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification;"

2. All residents shall provide Lessor with a copy of valid driver's license or other photo identification and must be 18 years of age or older.
3. Only one (1) child of Lessee, which child must be over the age of nineteen (19) years, may reside in the community.

4. Prior to entry to the community, all applications and forms must be completed with all information requested so that character and credit checks can be conducted to determine community and financial responsibility. Negative reports regarding character and credit or failure to complete forms completely and accurately may be reason for disapproval
5. All homes to be placed in the community must be approved by Community management (Lessor) and in compliance with the Home Entrance Requirements of the community.
6. No more individuals than is suitable for the manufactured home of its particular size and design shall occupy manufactured homes.
7. The home shall not be occupied by any person other than those named in the Lease except for visitors. No home or premises shall be subleased or put in the possession of another party. It is required that all individuals named on the title must be a lessee on the lease and must live in the home.
8. Visitors that are guests of Lessee in excess of seven (7) consecutive days or in excess of twenty-one (21) days per year are required to apply for community approval for living in the home. Approval will be subject to review of criminal, background and/or financial checks in accordance with community procedures. Approval and listing on the lease may be granted if the additional applicant meets all requirements.
9. Community management's (Lessor's) representatives shall have the right to access and be permitted access to the home space and utilities for maintenance or inspection at all times. This does not include the inside of the home.
10. Fire extinguishers, smoke detectors and a fire escape plan are encouraged for your safety.
11. Community management (Lessor) will not be responsible for damage, injury or loss by accident, theft, fire, mischief or acts of God to either the property or person of Lessee or guests and Lessee is hereby notified that Lessee will assume all risk in such matters and should insure themselves and their property accordingly.
12. Lessee must continue to provide and is obligated to inform Community management (Lessor) of any pertinent data changes, including but not limited to: home ownership, mailing and/or email address, phone number, residents, pets and/or employment.
13. After providing and complying with the lease termination/move-out notice, Lessee must notify Community management (Lessor) in writing three (3) days in advance of his or her intention to move the home. Lessee will pay all outstanding charges due to Community management (Lessor), obtain Community management's (Lessor's) release in writing and obtain required permits and submit copy to Lessor, for movement of home, prior to attaching a tow vehicle.
14. Lessees may sell their homes without restriction as to purchaser. But if the purchaser desires to keep the home in the community, purchaser must comply with the entrance procedures and meet the requirements of residency. Community management (Lessor) will do its utmost to assist in a timely review of the proposed Lessee for approval. Any change of ownership of the home requires a new lease with all owners meeting the requirements of Resident status (i.e. ownership and a party to the lease.)

15. To be considered for action, all concerns/complaints, with the exception of emergencies, must be submitted in writing and signed by the Lessee. Forms are available at the office.
16. Community management (Lessor) reserves the right to, from time to time, amend or adopt policies, procedures or guidelines upon thirty (30) days notice.
17. Payments are to be made by check, money order or E.F.T. and will be applied to the most delinquent invoice first.

B. HOME

1. Homes must be maintained to blend with other homes in the community and be in keeping with the general appearance of the community.
2. All homes and home spaces shall be kept in good condition and repair and the exterior will be kept clean, neat, and properly painted at all times. Community management (Lessor) reserves the right to require reasonable repair, maintenance, and improvement of any home for the general upkeep of the community.
3. All exterior home and home space improvements including but not limited to, temporary or permanent additions, alterations, patios, or patio coverings, porches, concrete or masonry work, skirting, utility changes, or any change in the exterior color of home or buildings must be submitted to and approved in writing by Community management (Lessor) prior to any change or installation. Lessees are advised that they must obtain all government permits at their expense, conform to the applicable building code, and be approved by the appropriate authority. All permits must be submitted to the Lessor before the start of work.
4. Any addition shall be of a design in harmony with the home, be constructed in a craftsman-like manner and match the existing finish (i.e. siding and roofing material) with the home.
5. Exterior plastic coverings (windows, doors, screens etc.) are prohibited.
6. Window unit air conditioners are not permitted.
7. The hitch for each home must be removed.
8. TV and any other antenna shall not be higher than 3 feet above the roof of the manufactured home. Satellite dishes exceeding 39 inches in diameter are not permitted. Electronic or other devices that interfere with other Lessees will not be permitted.
9. All utilities to the home must be installed, maintained, and be in good working order at all times. (i.e. Electricity, gas, water, sewer, heat.)
10. Heating systems must be natural gas or electric. No oil or propane heating systems permitted.
11. In the event of any leak, rupture or other failure relating to utility or other lines, systems or services to any Lessee's residence (including, but not limited to, issues with any oil tanks, water lines or sewer lines servicing the residence) that is causing or may

reasonably be expected to cause damage or injury to other residences or individuals or to individual or Community property, the Lessee shall be obligated to repair such issue at the Lessee's sole cost and expense, except to the extent such issue is caused by the Lessor's negligence or intentional acts, so as to avoid or minimize such damage or potential damage. Such repair shall be undertaken and completed by the Lessee immediately upon the Lessee becoming aware of the situation necessitating the repair and the Lessor shall be permitted to shut off or otherwise discontinue the affected utility or service to the Lessee's residence in the interim prior to such repair being completed. If the Lessee fails to address the necessary repair within forty-eight (48) hours after the need for it arises, the Lessor shall be permitted to undertake and complete such repair, and all reasonable costs incurred by the Lessor in doing so shall be charged to the Lessee as additional rent and shall be payable with the next month's rent.

C. PETS

1. No pets are allowed in the community except by specific written permission of Community management (Lessor). A maximum of two (2) pets per household is permitted; this may include 2 dogs OR 2 cats OR 1 dog and 1 cat. No exotic pets or farm animals are permitted. All cats must be spayed or neutered. Community management (Lessor) reserves the right to accept or reject any pet. (Breeds of dog that are not permitted shall include, but are not limited to; any Mastiff, Doberman Pinscher, German Shepherd, Great Dane, Husky, Pit Bull, Rottweiler, Saint Bernard, Chow, Akita, Presa Canarios, Wolf Hybrids, Alaskan Malamutes, or any mixed breed involving the aforementioned breeds.)
2. Prior to bringing a pet into the community, Lessee must obtain approval for and register pet with Community management (Lessor). A photo of the pet must be included with the registration form. Any animal or pet not registered will not be allowed to remain in the community. Dogs must be licensed in accordance with all applicable local and state laws. Cats must be spayed or neutered. Unregistered pets are not permitted in the community.
3. Pets must be kept on a leash held by a responsible individual when outside the home and must never be allowed to run at large. Under no circumstances may a pet be tied outside. Outside pet ties are not permitted.
4. Pets must be curbed on Lessee's yard. It is the responsibility of Lessee to remove animal waste from Lessee's yard a minimum of twice a week and from any areas within the community not belonging to Lessee immediately.
5. Noisy or unruly pets or those that cause complaints will not be allowed to remain in the community.
6. Outside pet houses are not permitted.
7. Feeding animals or leaving food or drink outside the home is strictly prohibited.
8. Service animals must be registered with the office with documentation identifying them as service animals.

D. YARD AND HOME SPACE

1. Yard care, including weeding at the street line and mowing any lawn not accessible to a 72 inch commercial lawn mower, is the responsibility of Lessee. Flower beds must be weeded, leaves raked, and bushes trimmed at all times. Grass and weeds must be trimmed to a low and neat level along the base of the foundation. Cutting debris must be removed from the street. Community management (Lessor) reserves the right to mow and/or trim any home space that is neglected and charge Lessee accordingly.
2. The planting of trees, shrubs and flowers is permitted and encouraged for improved appearance. However, to reduce the possible damage to underground utilities, please consult with management before digging. All trees, shrubs and flowers become a permanent part of the home space.
3. Community management (Lessor) reserves the right to restrict the size, content, and location of gardens. All gardens shall be small and well maintained. The planting of corn or sunflowers is prohibited.
4. No pools, wading pools, swings or other play equipment shall be allowed on premises without the written permission of the Community management (Lessor).
5. A very limited number of lawn ornaments and exterior decorations shall be permitted at the discretion of Community management (Lessor). Community management (Lessor) may limit the size, number and type.
6. Lessee may not place or maintain any signs on or within the rented property, other than Lessee's name, address, and seasonal decorations (which must be removed after the applicable holiday or season). In addition, Lessee may place one (1) professional-looking "For Sale" sign which shall be removed within twenty-four (24) hours of the time when the home is no longer offered for sale or political campaign sign, permitted not more than thirty (30) days prior to election.
7. Clotheslines may not be erected; however a single pole clothes tree may be installed at the rear of the home, provided it is placed in the collapsed position when not in use.
8. Fences and sheds are prohibited.
9. Lessor will not be held responsible for any injury or damage that is a result of not removing snow and ice from walks and driveways within 24 hours of the end of the snow or ice fall.
10. All items such as but not limited to lawn mowers, toys, tools, concrete blocks, tires, etc. must be stored inside your home or in the garage. No storage outside the home is permitted (except ½ cord of firewood (4x4x4) that must be stored on a raised platform in the least visible location on the home space).
11. The burning of trash, rubbish, leaves, or other materials is prohibited.
12. All garbage and trash must be bagged and placed in watertight containers. Trash should not be placed for pickup earlier than the night before the scheduled morning of pickup and empty trash receptacles must be removed from the street by the end of pickup day. Trash containers must be kept tightly sealed, clean, neat and placed away from view.

13. Disposable diapers, paper towels, sanitary napkins, or any other foreign matter shall not be put into the sewer system. Lessee shall be solely liable and responsible for all costs involved in sewer stoppages due to the above causes.
14. Attended outdoor grills are permitted to be used in the community in accordance with manufacturer's safety instructions.
15. No trees shall be removed without written approval of Lessor. Resident shall promptly remove dead or diseased trees.

E. VEHICLES

1. Only currently licensed and inspected vehicles in good repair and appearance, which are used on a regular basis, are permitted in the community. Vehicles leaking gas or oil must be removed from the Community and any residue on the street or driveway must be cleaned. Community management (Lessor) may reasonably limit the number of vehicles parked in the community by Lessee.
2. Vehicles must be parked in the paved spaces provided. Driving or parking on grass, patios, or common areas of the community is prohibited. Temporary parking for occasional, short term guests is permitted along the roadway, so long as the vehicle does not prohibit passage.
3. The right to park in the community is limited to Lessees and their guests. Guests must be visiting with a Lessee at his/her home in order to park in the community.
4. A speed limit of fifteen (15) miles per hour, or as posted, must be observed at all times.
5. Vehicle repair, overhaul, and draining of oil or radiators are prohibited.
6. Vehicles with loud engines, go-carts, unlicensed motorbikes and scooters, 3 or 4 wheelers and snowmobiles are not permitted in the community.
7. Parking or storage of commercial vehicles, tractor cabs, stake-body, service-body, dump-body or utility-body type trucks is not permitted in the community.
8. Boats, trailers and recreational vehicles are prohibited at the home space except for a short period (up to two days) to load or unload before or after use. In-community use is prohibited.
9. Parking is limited to the number of vehicles that can reasonably be accommodated, at the discretion of management, on the paved surface provided at the home space.
10. Overnight parking on street is prohibited when snow or ice is forecast.

F. COMMUNITY LIVING

1. Community management (Lessor) reserves the right to impose penalties as outlined below on any Lessee and/or to eject or prohibit entry to any other individual who causes a disturbance or becomes a nuisance.

2. Lessees shall be responsible for the conduct of the members of their household, their pets and their visitors and shall be liable for any damages caused to the property of the community or others. Drunkenness, loud parties, acts of inappropriate conduct as determined by management or any activity that disturbs the peace and tranquility of the community is prohibited.
3. No peddling, soliciting or commercial enterprise is allowed in the community without the written consent of Community management (Lessor). No routine babysitting or Home Day Care Service of unrelated children from outside the community is permitted.
4. Noise, whether from televisions, radios, voices, mufflers, or other sources, which are disruptive or objectionable as determined by management, is prohibited. Noise levels shall be further reduced between the hours of 10:00 P.M. and 8:00 A.M. for the benefit of all Lessees.
5. Trespassing on another home space is prohibited.
6. Individuals are not to play in the roadways. Bikes, toys, etc. are not to be left or parked on the roadways, sidewalks, driveways or lawns when not in use.
7. Air rifles, BB guns, bows and arrows, pellet guns, fireworks, etc. and weapons of any type may not be discharged or displayed in the community.
8. Any violation of federal, state or local laws and ordinances shall be considered a violation of these policies and guidelines.
9. Individuals must conduct themselves in a manner to maintain a safe, clean, quiet and healthy community at all times without creating interference with other individuals.
10. Yard sales may only be held on the first Friday and Saturday in June and the last Friday and Saturday in August with rain dates limited to the following Friday and Saturday.

G. PENALTIES FOR VIOLATION

In the event of a violation of any of these Policies and Guidelines, the following are procedures that will be followed.

1. A letter will be sent to Lessee noting the violation.
2. If the violation is not corrected within five (5) days for minor and intermediate offenses, as defined below, or within thirty (30) days for major offenses, as defined below, a fine will be levied as indicated below and a second letter will be sent to the Lessee, noting the imposition of the fine.
3. If the offense is not addressed within thirty (30) days of the second letter for minor and intermediate offenses, as defined below, or within sixty (60) days of the second letter for major offenses, as defined below, Community management (Lessor) may bring an action at law or in equity against the Lessee.

Offenses will be classified by Community management (Lessor), on a case by case basis, to be major, intermediate and minor, depending on the seriousness of the offense, and fines will be levied according to the number of times the Lessee is or has been in violation of the rule.

A minor offense is something that is easily corrected and is unlikely to cause a significant inconvenience or annoyance to other homeowners, community management (Lessor) or third parties, such as weeds on the property or garbage cans left out.

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| First offense | \$100 |
| Second offense | \$150 |
| Third and subsequent offense | \$200 |

An intermediate offense is something that is easily corrected but is likely to or does cause significant inconvenience or annoyance to other Lessees, Community management (Lessor) or third parties, such as the parking of unauthorized commercial vehicles in the community or the parking of recreational vehicles in the community for longer than authorized by these Policies and Guidelines.

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| First offense | \$250 |
| Second offense | \$300 |
| Third and subsequent offense | \$350 |

A major offense is something that is permanent in nature such as noncompliant architectural or landscaping changes.

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| First offense | \$500 |
| Second offense | \$1,000 |
| Third and subsequent offense | \$1,500 |

In addition to the fines, Community management (Lessor) may, in its discretion, correct deficiencies and charge Lessee with the cost of the correction, which amount will be collectible by Lessor from Lessee as additional rent.

H. AMENDMENT

These Policies and Guidelines may be amended or revised by Community management (Lessor) at any time, upon thirty (30) days notice to Lessee, and Lessee is responsible to abide by the Policies and Guidelines, as amended. Lessee will be given written notice of any amendments or revisions.