

# FOUNTAIN PARK

## RULES & REGULATIONS

### 1. RENTS:

Your rent does **NOT** include your homeowner's insurance, liability insurance, electric, gas, cable, or water and sanitation bills.

Rent is due and payable on the **1st (FIRST)** day of each month. Rent will be considered late if not received by **5:30 PM** on the **5th (FIFTH)** day of the month. At that time, a late fee of \$40.00 (Forty Dollars) will be added to the rent with an additional \$5.00 (Five Dollars) per day paid. Payments made without the late charges, when applicable, shall be deemed as unpaid rent and in such circumstances, the Resident shall be subject to eviction on the basis of nonpayment. A fee of \$50.00, which may be increased to match bank service charges, will be added for all returned checks and all late fees will apply until the check has cleared the bank. If a Resident's check for rent, late fees or any other charges is returned from the bank for any reason, Park Management will consider it as a failure to pay rent and will give the Resident notice to vacate the Rental Property. No refunds will be made for partial month occupancy. **AN EVICTION LETTER WILL BE SENT TO ANY RESIDENT WHOSE RENT IS NOT PAID BY THE 7<sup>TH</sup> (SEVENTH) DAY OF THE MONTH.**

### 2. RESIDENT(S)' USE OF RENTAL PROPERTY:

The Resident shall maintain on the rental property a mobile home, meeting Park Standards, with the tongue/hitch removed. The Resident shall use the rental property as a private **SINGLE FAMILY DWELLING PLACE**. The home must actually be occupied by the legal and registered title holder of the home. **NO HOME MAY BE ASSIGNED OR SUB-LEASED TO ANYONE INCLUDING FAMILY MEMBERS. Before any person may move into a Resident's home, i.e., through marriage, etc., an application and credit report must be done and APPROVED BY PARK MANAGEMENT. That person must also sign the rules of Fountain Park. If that person is not approved and/or rules are not signed, that person may not live in Fountain Park. Non-compliance of this rule by any Resident will be cause for eviction.**

Park Management has the right to restrict the number of persons who can occupy a given residence determined by what is reasonable for the size of the home.

The rental property may not be used for any other purpose, including without limitation, the conducting of any business, profession, occupation or trade thereon.

Each rental property must be kept clean and neat. Every Resident must keep bottles, trash, cans, all litter and unsightly material picked up from the property at all times. Grass must be kept mowed and trimmed. Driveway must be kept clean and clear with no oil spots. Any laundry dried outdoors must be dried behind the home on an umbrella type line. **NOTHING IS TO BE STORED UNDER THE HOME AS IT IS A FIRE HAZARD.**

### **3. NOTICE TO VACATE:**

The Resident shall give Park Management at least **30 (thirty) days'** notice of his/her intention to vacate the rental property. Park Management is entitled to show the rental lot to prospective Residents during such time.

### **4. RESALE OR TRANSFER OF HOMES:**

For Sale signs can be obtained from the Office by calling 859-331-2313. Only one sign printed by the office will be permitted to be displayed. Before a home can be sold and remain in Fountain Park, the home has to go through and Architectural Review by Park Management to see if the home meets park standards. Park Standards may require that any unauthorized additions to the homes be removed as this is a Mobile Home Park, not a community of permanently set homes. Homes must be steamed cleaned if necessary, yards landscaped, decks with proper steps and rails approved by the Park Management on both sides or at each door. Before putting your home up for sale, you must notify the office. Park Management will inspect the home exterior and inform you of any work required to be completed before the sale in order for the home to stay in Fountain Park. If the work is not performed to Park Standards, you can still sell the home **but the home will have to be moved from Fountain Park.** Park Management will conduct a follow-up before final papers are signed on the sale to inform both parties if all work has been completed to Fountain Park's satisfaction.

The Resident **shall not** be entitled to pledge or assign his/her interest as an occupant to anyone except to a transferee **APPROVED IN ADVANCE** by Park Management. **BEFORE** anyone other than the original owner takes possession, including owner's children or a new buyer, that person must complete an application, sign Fountain Park Rules in the Office, be approved by Park Management and pay the **NON-REFUNDABLE ENTRY FEE** of \$2500 which includes block skirting, sidewalk from driveway to front porch, and landscape package. Any person who purchases a home in Fountain Park without completing an application, signing Fountain Park Rules, getting approved by Park Management, and paying the **ENTRY FEE**, shall have to move the home from Fountain Park immediately. Homes vacated by owners can remain, with permission of Park Management, for resale for a maximum of 3 (three) months provided that the home is up to Park Standards and the monthly rent is paid on time each month. The grass has to be kept cut and trimmed and the lot kept clean. After 3 (three) months, if the home is still vacant, it must be moved from Fountain Park.

### **5. EVICTION:**

The Resident shall be evicted for violation of rules OR nonpayment of rent. Upon notice by Park Management to vacate, the Resident must remove his mobile home and all other personal property from the rental property leaving the rental property in good order and condition as when received, less reasonable use and ordinary wear and tear. Any eviction costs, including but not limited to, lot cleanup, attorney fees, court costs, and rent monies owed, are the responsibilities of the Resident and may be deducted from security deposits if applicable. The Entry Fee is non-refundable.

When a Resident is evicted from Fountain Park, this means the Resident must remove their home from the Park as part of the eviction. Park Management, however, will decide if the Resident should be allowed a 3 (three) month period in which the Resident can try to sell their home. If this request is granted and the home is not sold within the 3 (three) months, the home is to be removed immediately from Fountain Park at the Homeowner's expense. All rent must be kept paid on time and the lot must be maintained to Park Standards.

## 6. STORAGE SHEDS:

Each home will be permitted to have 1 (one) outside storage shed. The size of the shed shall not exceed 10 x 10 x 8. It must be a manufactured kit-form and approved by Park Management. The shed must be anchored to the base and placed behind the home where it does not infringe on the neighboring lot. Site for the shed must be approved by Park Management. Color of shed should match the home. The shed must be kept in good repair and condition at all times. All sheds must be located in designated area.

## 7. REPAIRS AND ALTERATIONS:

The Resident must keep and maintain the rental property and his mobile home and all parts thereof in good and substantial repair and condition.

The Resident shall make no changes, alterations, or additions to the rental property or his mobile home, decks or sheds without Park Management's prior consent. Plastic may not be placed on windows, doors, or decks. A design plan of any proposed alteration, such as a deck, must be submitted and signed by both the Homeowner and Park Management to show it has been through Architectural Review and been given consent to be built. The design plans will be kept on file in the Park Office. Any changes, alterations, or additions necessary for the convenience of the Resident shall be made at Resident's expense.

Maximum digging depth is 12 inches. Any broken line, such as electrical, cable, etc., resulting from alteration is Resident's responsibility. Contractors will bill Resident directly. Direct billing will also apply for failure to report broken lines. Call Park Office before you dig.

## 8. LOT LOCATION & BLOCK FOUNDATION:

Mobile homes must be maintained in each space exactly where Park Management has placed them.

Fountain Park shall not be responsible for damage whether direct or indirect or consequential arising from the settling of the lot or settling or cracking of the foundation.

The foundation of each mobile home shall be kept enclosed by block foundation which is included with the non-refundable entry fee.

## 9. EXTERIOR EQUIPMENT:

The placement and the use or continued use of garbage cans and any other appendages, equipment or paraphernalia may be regulated by Park Management. For example: the Resident may not erect outside his mobile home any radio or TV antenna that is higher than 3'0" (three feet) above the roof of the mobile home and it shall be installed at the back of the home. Satellite dishes may be installed only by approval of Park Management.

Garbage cans should not be placed curbside **before dark** the evening prior to pickup and should be **returned out of sight of the street by dark** on the evening of the garbage pickup. All garbage cans must have proper lids on them. No open cans should be kept on lot or placed at curbside. **Cans left out after the night of garbage collection pickup are subject to removal by Park Management and will be picked up and taken to the dumpster.** Garbage cans are not to be kept on decks. They are to be stored behind deck, out of sight of street, on the driveway side of the home. All garbage must be in cans.

## **10. AUTOMOBILES, BOATS, CAMPERS & OTHER VEHICLES:**

**ABSOLUTELY NO PARKING IS PERMITTED ON GRASS, SIDEWALKS OR VACANT LOTS.** Automobiles shall be driven at a safe speed within Fountain Park. Horns shall not be blown unnecessarily. Radios should not be heard outside the vehicle. No vehicle larger than a half-ton pickup truck shall be permitted in Fountain Park. Automobiles must be parked only on Resident's driveway where space for two cars has been provided. **USE OF THESE SPACES IS NECESSARY to allow easy access to the property by the FIRE DEPARTMENT AND OTHER EMERGENCY VEHICLES.** All vehicles must be in working condition and acceptable appearance with current license plate. **NO REPAIRING OR OVERHAULING OF VEHICLES SHALL BE PERMITTED WITHIN FOUNTAIN PARK (no oil changes, no brake repairs, etc.).** A third car may be permitted ONLY if it will fit in the driveway along with the other two cars. Residents are required to clean up unsightly oil deposits caused by their vehicles or their guests' vehicles.

Boats and popup campers with proper covers are permitted to be parked on the driveway if there is room for all other vehicles. Motor homes and trucks (larger than pickup) may not be parked on the rental property. Semi-trailers and tow trucks are not allowed in Fountain Park at any time. Guests only are permitted to park on the street for a limited time as determined by Park Management and only if there is no room in the driveway for their car. Residents must notify Park Management in advance of visitors staying more than one night to avoid cars being ticketed.

The operation of mini bikes, motor scooters, dirt bikes, snowmobiles, and all other off road vehicles is not permitted in Fountain Park. Motorcycles are permitted but must obey speed limit in Park and have **NO LOUD MUFFLERS. Motorcycle must be parked on the driveway only, NOT IN THE YARD OR ON THE SIDEWALK. NO SKATEBOARDS ALLOWED.**

## **11. RIGHT OF WAY:**

The Resident shall not, by any use hereafter, acquire any right of way for the use of any common area, streets or property adjoining the rental property in Fountain Park except a right of necessity for entering and exiting during his/her residence in Fountain Park, over streets directly to the rental property and Park Management shall, nevertheless, be allowed to close or to obstruct any part of the street or common areas into, from, or connecting with the rental property and to interfere reasonably with Resident's use thereof whenever Park Management deems it necessary to effect changes or repairs thereto or in about any premises adjoining the rental property.

## **12. ACCESS:**

The streets, sidewalks, and the common areas are the property of Fountain Park. Park Management shall in all cases be entitled to control and to prevent access to Fountain Park or any part thereof, of all individuals whose presence in the sole judgment of Park Management, may be prejudicial to the safety, character, reputation or interest of Fountain Park or its occupants. **Employees of Fountain Park have access to all lots at all times to perform services (tree trimming, shrub trimming, electrical, water, etc.) without notice to Resident unless Park Management deems that notice is necessary.**

### 13. CONDEMNATION:

If any part of Fountain Park, whether or not including the rental property, should be condemned for public use, Park Management shall be entitled to terminate occupancy by one month's notice to Residents and the current rental shall be apportioned.

### 14. FIRE AND OTHER CASUALTY:

In the event of the total destruction of the rental property, the mobile home, or any part of Crestview Lakes Villa by fire or otherwise or so much thereof, Park Management may terminate occupancy (whether or not the rental property or Resident's mobile home be affected). The rent shall be paid to the time of such destruction and Park Management may terminate occupancy of rental property by notice. The Resident shall be liable to Fountain Park for damages, including rent, until rental property is made available for accommodating another mobile home. The Resident is responsible for all costs to remove the mobile home from the rental property. Mobile homes damaged by fire must be removed from Fountain Park within 7 (seven) days of the fire or as determined by Park Management.

### 15. FIRE REGULATIONS:

Each Resident agrees to abide by all applicable regulations of public and insurance authorities and Park Management when dealing with fire prevention and control. There is no open burning allowed in Fountain Park. **NO FIRE PITS OF ANY KIND ARE ALLOWED IN THIS PARK. NO ITEMS SHOULD BE STORED UNDER THE HOME.**

### 16. EXCAVATION:

No Resident shall make, permit, or cause any excavation for any purpose within Fountain Park **without prior permission of Park Management**, to safeguard underground utility services. Maximum digging depth is 12 (twelve) inches. **NO EXCEPTIONS.** Failure to report broken lines will result in direct billing to Resident by contractor. The Residents are each responsible for any approved excavation done on their rental property.

### 17. NOISES:

**The hours between 9 PM and 9 AM are considered quiet hours.** No loud parties shall be permitted at any time. Residents are expected to always control the volume of their radios, TV sets, stereos, musical instruments, and other noise making apparatus. Your neighbor should not be able to hear music from your home. Electronic or other devices that interfere with the reception of the other Residents will not be permitted. Automobile radios should not be heard outside your vehicle. Your guests should be reminded to turn down their car radios while in this community.

## **19. WALKWAYS:**

The Resident is responsible for keeping the sidewalks in front of his/her rental lot clear of any obstruction, including snow and ice. Grass trimmings need to be cleaned off sidewalk and street in front of home. All oil spills or leaks must be cleaned off the driveway, sidewalks and streets in front of your lot.

## **20. PROPERTY MAINTENANCE:**

Residents may, after obtaining permission from Park Management, plant trees and shrubs on home site. The maximum digging depth is 12 (twelve) inches. Traffic vision must remain clear and if such plants die, it is the Resident's responsibility to replace them. Once planted, the trees and shrubs become the property of Fountain Park and shall remain on the lot site. Trees and shrubs may be trimmed by Park Maintenance if necessary for traffic vision, Residents' safety or if the Resident fails to do so. Shrubs and trees must not cover the windows of the home. Residents are responsible for properly maintaining their home, lawn, trees, shrubs and gardens. If a Resident fails to do so, Fountain Park will do the cleanup and charge the Resident up to \$100 each time that cleanup is necessary. **The exterior of the home must be washed every year. Storage under the home of boxes, bottles, cans, equipment or objects that constitute a fire or rodent hazard is not permitted.**

## **21. BEHAVIOR OF RESIDENT AND HIS/HER GUESTS:**

**It is the responsibility of the Resident to inform all guests of the rules of this Park. The Resident is responsible for all actions of his/her guests.** No illegal or immoral activity will be permitted. Liquor and drug sales are forbidden. No firearms, air guns, bb guns, paint ball guns or archery equipment may be discharged within Fountain Park. No explosives or articles of a dangerous nature may be brought into Fountain Park. Fireworks are not permitted **AT ANY TIME** on Park property.

## **22. PETS:**

**ONLY INSIDE HOUSE PETS ARE ALLOWED IN FOUNTAIN PARK.** Only 2 small pets per household are permitted. All pets (**including cats**) must be kept on a leash with owner in attendance when outdoors. No tied out pets are allowed.

Uncontrolled barking will not be permitted. Pets must be kept off trees, shrubs, and other Residents' lots.

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**PET DROPPINGS MUST BE IMMEDIATELY CLEANED UP BY THE PET OWNER.**

Park Management may regulate the keeping and control of pets when necessary. If your pet causes problems, you may be asked to vacate Fountain Park or get rid of your pet. If Crestview Lakes Villa, as a result of your pet, incurs additional maintenance, a fee of \$20.00 (twenty dollars) per month will be added to your rent. **ROTTWEILERS, PIT BULLS, OR ANY OTHER TYPE OF PET DEEMED DANGEROUS TO FOUNTAIN PARK RESIDENTS ARE NOT ALLOWED IN FOUNTAIN PARK.** All pets must be licensed and vaccinated. *Empty lots are not to be used for pet toilets.*

### **23. CHILDREN AND GUESTS:**

**ALL CHILDREN UNDER THE AGE OF 16 (SIXTEEN) MUST BE SUPERVISED BY PARENTS AT ALL TIMES.** Curfew for children under 18 (EIGHTEEN) years old (not accompanied by an adult) is 9:00 PM on Fountain Park property.

Parents are responsible to enforce the curfew. The parents are also responsible for any damage caused by their children or their guests, including damages to Fountain Park property and/or equipment and the property of the other Residents, employees, or guests of other Residents. The parents must at all times protect their children, guests, and themselves from accidental injury. Parents who do not prevent their children from disturbing other Residents will be evicted from Fountain Park

### **24. COMMON AREAS:**

Park Management shall maintain the common areas of Fountain Park in acceptable repair and shall keep the streets in a reasonable condition during times of snow and ice.

### **25. ELECTRIC, SEWAGE, AND WATER:**

All electric, gas, sewage, and water installations must be approved by Park Management and properly maintained by the Resident. All Residents must provide at his/her own expense, an approved check valve on the water heater to prevent damage to the heating elements. The Resident shall not hold Park Management responsible or liable for damages by withholding of rent or otherwise for failure of light, heat, water, sewage, or for injury or damage caused by leaks, water, snow, gas or electric wiring or for any acts or omissions of Co-Residents or other occupants of Fountain Park or for losses by theft. The Resident hereby waives all claims against Fountain Park for damage to goods or other property in, upon or about the rental property and for injuries to person in or about the rental property from any cause arising at any time.

The Resident shall be liable for injury or damage caused by breach, violation or nonperformance of any of the rules or regulations or for acts causing stoppage in utilities or damage to the rental property or its appliances.

## 26. SIGNS:

The **ONLY SIGN** permitted in the window of a home is **ONE For Sale Sign**, printed by the Park Office. If a For Sale Sign is used that is not made by the Park Office, it will be assumed that the home is being moved out of Fountain Park upon sale. No other signs, advertisements, or notices of any kind shall be inscribed, painted, posted or affixed upon or be projected from any park of any mobile home without prior consent of Park Management. No signs of any kind are allowed to be placed in the yard of any rental lot or common area without Park Management consent.

## 27. PEDDLERS/SOLICITORS:

No soliciting, peddling, canvassing, or commercial enterprises shall be permitted within Fountain Park without prior consent of Park Management.

## 28. HOUSE NUMBERS AND YARD LIGHTS:

**All homes are required to have address numbers that are visible from the street.** This is a rule binding by Boone County Police and emergency departments

The yard lights are the property of Fountain Park. The Park Maintenance will replace light bulbs in the yard lights and maintain them in working condition. If the yard light is tampered with or damaged, the Resident will be charged for the repairs or replacement. Any bulb higher than a 60- watt bulb will melt the top of the light and Resident will be charge for a new top. **No shrubs, bushes, trees or flowers of any kind should cover the light and will be removed as necessary by Park Maintenance. No decorations of any kind may be attached or hung on the yard light.**

It is in your best interest to keep the light lit at night as a safety factor to keeping your area well lit as well as displaying your house number in case an emergency vehicle is called to your residence. **IT IS THE HOMEOWNER'S RESPONSIBILITY TO MAKE SURE THE YARD LIGHT IS PLUGGED INTO THE HOME.**

## 29. HOLIDAY AND PARTY DECORATIONS:

All holiday decorations on the outside of the home and on the rental lot **MUST** be removed within 2 (two) weeks after the holiday. All party decorations on the outside of the home and on the rental lot **MUST BE** removed within 24 (twenty-four) hour period following the party.

## 30. NOTICES:

All notices provided for in these rules shall be in writing and shall be sufficiently served in all respects if delivered personally or if mailed by regular or certified mail, postage prepaid, addressed to the party at their respective Fountain Park address.



### **31. AMENDMENTS OR SUPPLEMENTS:**

These Rules and Regulations are complete as of the date of issue. Park Management reserves the right from time to time to rescind, modify, amend, or supplement the Rules and Regulations and/or adopt or announce additional Rules and Regulations. Residents are entitled to request a copy of the Rules and Regulations at any time.

### **32. DECISIONS:**

The Owners shall be the **FINAL SOLE JUDGE** of whether the Rules and Regulations are being observed. **Park Management represents the Owners.**

### **33. TERMS AND CONDITIONS:**

The terms and conditions in these Rules and Regulations shall apply to and be binding upon the heirs, successors, executors, administrators, and permitted assigns of each of the parties or its occupants. The Rules and Regulations are binding on all Residents of Fountain Park. **Noncompliance with these Rules and Regulations is cause for eviction from Fountain Park.**

### **34. TITLE PAPERS:**

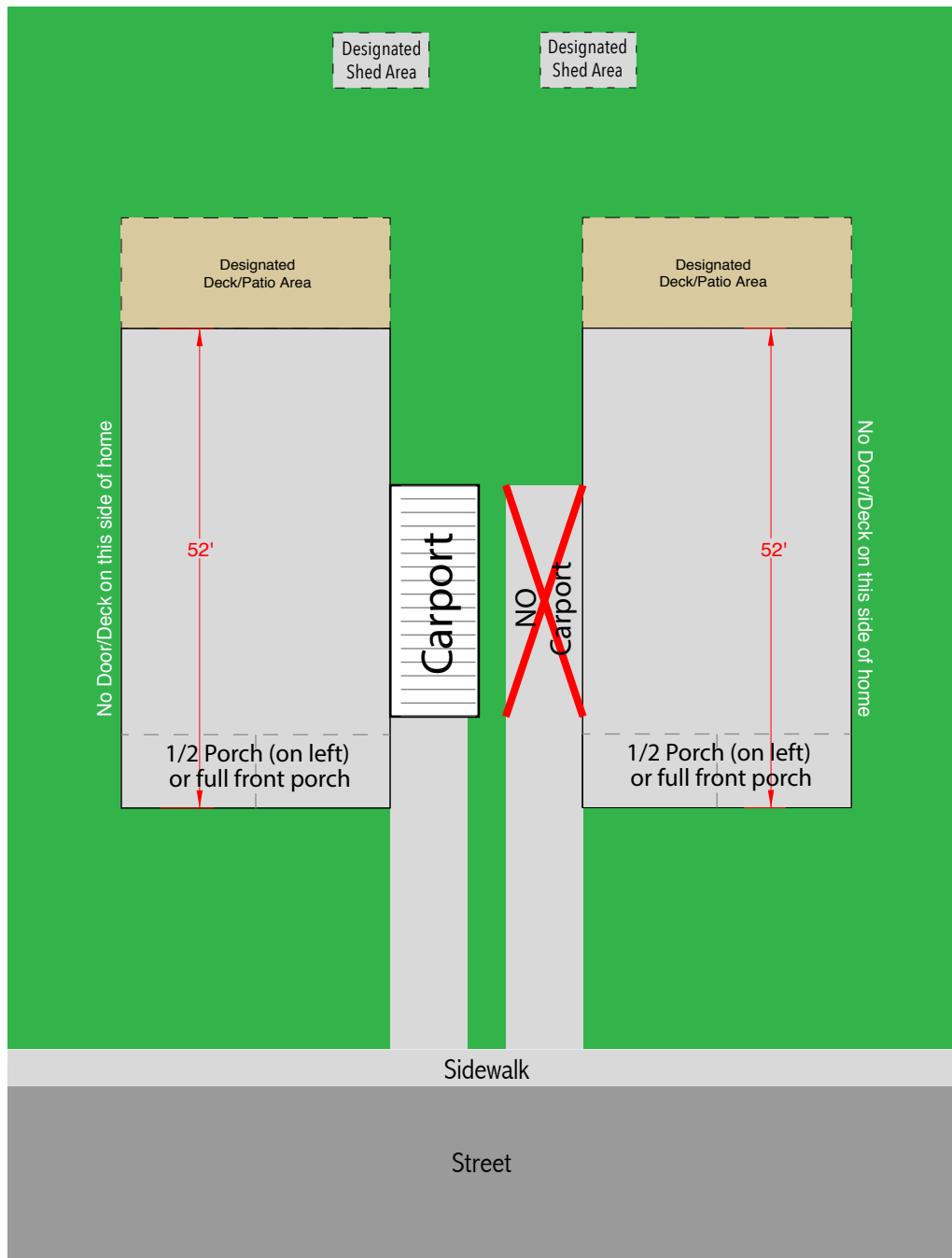
Our office is required to have information on your home for reporting purposes. Therefore, **a copy of the title papers for your home must be on file in our office within 1 (one) month of your taking possession of your home.** Park Management will copy the title paper and return the original to you. Failure to provide a copy of your title may result in incorrect taxes being levied against your home and may result in your eviction from Fountain Park.

### **35. DEFAULT:**

**If the rent shall at any time be in arrears or unpaid, or if any of the other terms, covenants or conditions of the Rules and Regulations shall be violated, Resident shall vacate the premises immediately upon demand by Park Management, and RESIDENT waives all rights of notices as required by law.** Fountain Park may enter into possession of the premises and repossess itself of its former estate. Park Management may remove the mobile home of the RESIDENT herein, and RESIDENT shall be liable for all costs of moving, transportation, storage, and any other costs therein expended. Fountain Park may also sue for and recover all of the rent earned up to the date of such entry, and relet the premises. The RESIDENT shall be jointly and severally liable for any deficiency.

# FOUNTAIN PARK

## Carport and Shed Rules/Restrictions



I acknowledge that if a carport has been erected on one of 2 adjoining driveways no carport can be constructed on the immediately adjoining driveway. There shall not be 2 carports next to each other/adjoining.

No shed can be within 15' of home.

Per order of the NKY Health Department: 902 KAR 15:010 Section 10

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

**Fountain Park  
Rules and Regulations Acceptance**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

All information on this form is required unless otherwise noted.

### Tenant Information:

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email (to receive ACH receipts) \_\_\_\_\_

Boone County Property Tax will be charged on Leases 1.011 Boone  
Local Tax Rate County

### Account Holder (If different from above):

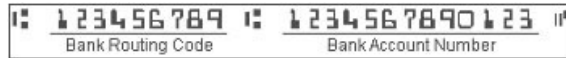
Account Holder Name \_\_\_\_\_ Account Holder Phone \_\_\_\_\_

Account Holder Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

### Account Holder's Bank Information:

Account Holder's Bank Name \_\_\_\_\_ Branch City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

How to find your Routing and Account Numbers on a check:



- Business Checking
- Personal Checking
- Savings

Bank Routing Number (9 digits) \_\_\_\_\_

Bank Account Number \_\_\_\_\_

### Transaction Information:

#### Rent for Lot/ Lease Payment for home

Goods Purchased/Services Rendered \_\_\_\_\_

\$ \_\_\_\_\_  
Amount of Transaction

\_\_\_\_\_ Effective Date

Recurring No. of Transactions \_\_\_\_\_

### Authorization:

In exchange for products and/or services listed above the undersigned hereby authorizes:

#### Crestview Lands, LLC

to electronically draft via the Automated Clearing House system the amounts indicated above from the account identified above. This authority will continue until withdrawn in writing by the undersigned account holder. The Undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed account holder. I acknowledge that I am subject to a \$25 reject fee if items are returned for insufficient funds.

\_\_\_\_\_  
Signature of Account Holder      Name/Title of Account Holder      Date

### Backup Payment Source: Debit/Credit Account:

Name as appears on Card: \_\_\_\_\_

Amex      MasterCard      Visa

Circle Credit Card Type \_\_\_\_\_ Card Number \_\_\_\_\_

Expiration Date: \_\_\_\_\_  
Month Year

Card Billing Address: \_\_\_\_\_  
Zip Code Phone No.